

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED  
(A GOVERNEMENT OF INDIA ENTERPRISE)**

**TENDER DOCUMENT**

**FOR**

**Design, Renovation and Refurnishing of Mediation Hall  
At  
Morarji Desai Yoga Centre, New Delhi**

**OWNER**

**Morarji Desai National Institute of Yoga**

(An Autonomous Organization under Deptt. Of AYUSH, Ministry of Health & F.W., Government of India)  
**68, Ashok Road, Near Gole Dak Khana, New Delhi – 110 001**

Name of Contractor \_\_\_\_\_

Date of application & receipt \_\_\_\_\_

Tender issued on \_\_\_\_\_

Date of receipt of tender \_\_\_\_\_

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Zonal Manager  
N.P.C.C. Limited  
Delhi Zonal Office  
Plot No. 148, Sector – 44,  
Gurgaon Haryana-122 003

**National Projects Construction NPCC Ltd. Limited**  
**(A Govt. of India Enterprises)**  
Delhi Zone Office, Plot No.148, Sector-44, Gurgaon, Haryana.

**NIT No.336/DZ/MDNIY/606**

**Date: 20.12.2012**

**NOTICE INVITING TENDER**

Sealed offers are invited on Behalf of MDNIY by 31.12.2012 up to 3:00 PM from experienced and competent agencies for work for work of Design, Renovation and Refurnishing of Meditation Hall at Morarji Desai Yoga Centre at New Delhi.

For details log on to our website [www.npcc.gov.in](http://www.npcc.gov.in)

Zonal Manager  
Ph. No. 0124- 2386620

**National Projects Construction Corporation Limited  
(A Govt. of India Enterprises)  
Delhi Zone Office, Plot No.148, Sector-44, Gurgaon,  
Haryana, Phone No. 0124-2386620.**

**NIT No.336/DZ-MDNIY/606**

**Date: 20.12.2012**

**SHORT NOTICE INVITING TENDER**

M/S National Projects Construction NPCC Ltd. Limited (A Govt. of India Enterprises) invited sealed item and Percentage rate tender from experienced/working/registered agencies of the NPCC in 03 (Three) envelope system.

Name of work	: Design, Renovation and Refurnishing of Meditation Hall at Morarji Desai Yoga Centre at New Delhi.
Estimated cost	: Rs. 18,50,000/-
Time Period	: 30 (Thirty) days
Earnest money Deposit	: Rs. 37,000/- in form of DD/FDR valid for 45 days in favour of M/s. NPCC Limited Payable at Delhi.
Cost of tender document	: Rs 1000/- each tender (non refundable in Cash/DD) in favour of NPCC Ltd. payable at Delhi.
Sale of Tender Document	: From 21.12.2012 to 28.12.2012
Last date for submission of tender document	: 31.12.2012 up to 3:00 PM
Date of opening of technical bid	: 31.12.2012 at 3:30 PM

Separate envelope(s) should be subscribed as “**EMD**”, **Technical Bid**” and “**Tender Document with Price Bid**”.

Tender document may be obtained from the office of the undersigned w.e.f. 21.12.2012 to 28.12.2012 during working hours. The tender document is available at NPCC web site [www.npcc.gov.in](http://www.npcc.gov.in) in down loadable form. In case the tenderer submit the down loaded tender, tender cost shall be deposited along with the tender document. The tenderer without requisite EMD shall be rejected out rightly.

The date of opening of price bid shall be intimated to the qualified agencies separately.

Amendment/Corrigendum if any shall be hoisted on NPCC website only.

Zonal Manager

### **INFORMATION AND INSTRUCTIONS FOR TENDERERS:**

1. The details of work to be carried out and its scope are given in the “Notice Inviting Tender” which also indicates a brief description of the project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
- 2.1 The tenderers, in their own interest, are also advised to inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, in respect of the site conditions including, but not restricting to, the following which may influence or affect the work or cost thereof under the contract.
  - a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
  - b) Requirement and availability of land and other facilities for his enabling works, colonies, stores and workshops etc.
  - c) Ground condition including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained therefrom.
  - d) Source and extent of availability of suitable materials including water etc. and labour (skilled and unskilled) required for work and laws and regulations governing their use and employment.
  - e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work, with other specifications, drawings for reference and guidance.
  - f) The limit and extent of surface and sub-surfaced water to be encountered during the performance of the work and the requirement of drainage and pumping.
  - g) The type of equipment and facilities needed, preliminary to and for the performance of the work; and
  - h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost hereof under this contract.
- 2.2 The tenderers should note that information, if any, in regard to the site local conditions as contained in these tender documents, except for the material agreed to be supplied by the NPCC Ltd., has been given merely to assist the tenderer and is not warranted to be complete.
- 2.3 The tenderers should note and bear in mind that the NPCC Ltd. shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderer shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the NPCC Ltd.

3. The offer should be valid for 45 (forty five) days from the date of opening of the tender.
4. The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder:-
  - a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
  - b) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
  - c) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.
  - d) If the tender is submitted by a limited company or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
  - e) If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the tender shall be furnished along with the tender.
  - f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.
  - g) The tender for the works shall not be witnessed by a tenderer or tenderers who himself/themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the tenderer tendering as well as of the witnessing the tender liable to rejection.
5. The tenderer shall furnish with his tender:-
  - a) The details of construction plant, equipment and machinery and its planning schedule.
  - b) The details of plant, equipment and machinery immediately available with the tenderer for deployment on the work.
  - c) Details of technical and supervisory personnel already employed by tenderer which he proposes to utilize for this work and such other personnel which he purposes to employ further for this work.

- d) Relevant information on the capacity, financial resources and experience about himself.
- e) The tender document can be purchased from the office of Zonal Manager, Delhi Zonal Office, Plot No. 148, Sector – 44, Gurgaon Haryana-122 003 for non-refundable Rs.1000/- (Rupees One Thousand Only) during any working day from 11:00 A.M. to 4:00 P.M. or can be down loaded from the NPCC's web site.
- 6. a) Earnest money amounting to Rs.37,000.00 (Rupees thirty seven thousand only) must accompany each tender and the same should only be deposited in the form of a Demand draft/FDR from any Scheduled/Nationalized bank in favour of M/s. NPCC Ltd. payable at New Delhi. Tender not accompanied by earnest money in the form of Demand draft shall be rejected. Earnest money in any other form is not acceptable.
- b) If during the tender validity period, the tenderer, withdraws his tender, the Earnest money deposit shall be forfeited.
- c) The earnest money deposit will be returned to the unsuccessful tenderers after expiry of validity period or the award of work to the lowest bidder which is earlier.
- d) EMD should be deposited in a separate sealed cover.
- 7. The rates shall be written both in words and in figures. A tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract. Corrections, if any, shall be made by crossing out, installing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail.
- 8. The NPCC Ltd. shall have the right of rejecting all or any of the tenders and split the work between two or more parties and also will not be bound to accept the lowest or any tender and NPCC's decision in this regard shall be final and binding on all tenderers.
- 9. a) The tender shall be submitted in three (03) envelope system. The envelope I contains the EMD, envelope IInd- Technical Bid and IIIrd envelope contains Price bid.
- b) Tenders will be opened in the presence of tenderers who may be present at the time of opening of tender. NPCC Ltd. officers will on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signatures. Such a list shall then be binding on the absentee tenderer.
- 10. The tenderers shall not be entitled during the period of validity of their offers, to revoke or withdraw their tenders or vary any terms in regard thereof without the consent of the NPCC Ltd. in writing. The tenderer shall get his earnest money paid alongwith the tender forfeited for any violation of this clause.
- 11. If the tenderer fails to commence the work given in the scope of work within ten days from the date of issue of written order to commence the work, the NPCC Ltd. shall have a right to forfeit the earnest money deposited by the tenderer absolutely without prejudice to other rights and remedies available with NPCC Ltd.

12. If during the course of execution of any of the items given in the schedule of items, any de-watering including pumping out of sub-soil/underground water is required to be carried out, nothing extra shall be paid on this account and the expenditure on this account shall have to be taken care of within the respective item rates itself.
13. The “Notice Inviting Tender” and this “Information and Instructions for Tenderer” shall form part of the Tender Documents.
14. Any addendum/corrigendum issued before the date of opening of tender will form part of tender documents.

Dated : \_\_\_\_\_

Signature of the Contractor

Witness : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation : \_\_\_\_\_



To,  
Zonal Manager  
NPCC Limited  
Delhi Zonal Office,  
Plot No. 148, Sector – 44,  
Gurgaon Haryana-122 003

I/We have read examined the following tender documents relating to the work of design, renovation and refurbishing of Meditation Hall at Morarji Desai Yoga Institute ,New Delhi

- a) Notice inviting tender
- b) Information & instructions for tenderers
- c) Warranty form
- d) Criteria for Pre-qualification
- e) General conditions of contract
- f) Contractor's labour regulations & safety code
- g) Special conditions
- h) Additional conditions
- i) Specifications
- j) Schedule of Quantities
- k) Quotation Proforma
- l) Tender drawings

I/We hereby, tender for execution of the works referred to in the documents mentioned in paragraph I above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, and other details given therein and at the rates contained in Schedule of Quantities within the period(s) of completion as given in Notice Inviting Tenders and subject to such terms and conditions as stipulated.

I/We agree to keep this tender open for acceptance for 45 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

A sum of Rs. \_\_\_\_\_ is hereby forwarded in form of Demand draft as earnest money.

I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works, as provided in the document referred to in paragraph 1 above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned tender documents.

I/We certify that the tender submitted by me/is strictly in accordance with the terms, conditions, specifications, etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid document.

Witness \_\_\_\_\_

Signature in the capacity of:

Date \_\_\_\_\_

\_\_\_\_\_  
Duly authorized to sign the tender  
On behalf of the (in block letter)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Postal address \_\_\_\_\_  
\_\_\_\_\_

## **WARRANTY FORM**

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the Contractor) having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for design, renovation and refurnishing of Meditation Hall at Morarji Desai Yoga Institute ,New Delhi.

DO HEREBY WARRANTY THAT

1. The Contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
4. The Contractor accepts all risks directly or indirectly connected with the performance of the contract.
5. The Contractor has had no collusion with other contractors, with any of the men of the Engineer-in-charge or with any other person in Department executes the said works according to the terms and conditions of the contract.
6. The Contractor has not been influenced by any statement or promise of the Department of Engineer-in-charge but only the contract, documents.
7. The Contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Contractor is true.
10. The Contractor is familiar with all general and special laws, acts, ordinance, rules and regulations of the municipalities, district, state and central govt. that may affect the work, its performance or personnel employed therein.

Dated \_\_\_\_\_.

For & behalf of the Contractor

### **CRITERIA FOR PREQUALIFICATION**

1. a) The agency should have completed at least ONE similar job costing ₹S. 14.80 lacs in a single contract or two works costing ₹S.11.10 lacs and three works costing ₹S. 7.40 lacs each during last 5 (five) years. Supporting documents need to be enclosed.
- b) Similar work shall mean work of design, renovation & furnishing works.
2. The average yearly turnover of the agency should not be less than ₹S. 06 lacs during last five year. Supporting documents need to be enclosed.
3. The agency should have independent EPF code no. or demonstrate its willingness to obtain the same after award of work.
4. The agency should have valid Vat registration No., Service Tax No. Supporting documents need to be enclosed.

## **GENERAL CONDITIONS OF CONTRACT : INTERPRETATION & DEFINITION**

1. **Singular & Plural** :- Where the context so requires, words imparting the singular only also include the plural and vice versa.
2. **Headings & Marginal notes to conditions**: - Headings and marginal notes to those general conditions shall not be deemed to form part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
3. **Definitions**: -
  - a) 'Owner' means the National Projects Construction corporation Limited (NPCC) and shall include their legal representatives, heirs and successors.
  - b) Corporation/NPCC Ltd. shall mean the National Projects Construction Corporation Limited, New Delhi, having its registered office at Raja House, 30-31, Nehru Place, New Delhi – 110019. Enterprise of govt. of India and shall include their legal representatives, successors and permitted assigns.
  - c) The 'Accepting Authority' shall means the Zonal Manager, Delhi Zonal Office appointed by the Chairman and Managing Director of M/s. National Projects Construction Corporation Limited.
  - d) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the National Projects Construction Corporation and the sub-contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
  - e) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
  - f) The "Contract Sum" shall mean: in the case of item rate contracts the cost of the works arrived at after extension of quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
  - g) A "Day" shall mean a day of 24 hours from mid-night to midnight irrespective of the number of hours worked in that day.
  - h) "Engineer-in-charge" shall mean the Engineer officer appointed by the Corporation or his duly authorized representative who shall direct, supervise and be in-charge of the works for purposes of this contract.
  - i) "Excepted risks" are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power any acts of govt. damage from aircraft, acts of God such as earth-quake lightning and unprecedented floods and other causes ever which the Contractor has no central and accepted as such by the Accepting Authority causes solely due to use or occupation by the Corporation of part of works in respect of which a certificate of completion has been issued.
  - j) "Market rate" shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed.

- k) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Corporation prescribed by the Corporation and the amendments thereto issued from time to time.
  - l) The “Site” shall mean the lands and/or other places on under in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the contract.
  - m) “Temporary works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
  - n) “Urgent works” shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risks of accident of failure or which become necessary for security.
  - o) A “week” shall mean seven days without regard to the number of hours worked in any day in that week.
  - p) The “works” shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.
4. **Contract Documents** :- The Contractor shall be furnished, one true copy of the contract documents except standard specification and he should keep the copy of these documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives or by other inspecting officers.
- 4.1 None of these documents shall used by the Contractor.
- 4.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the contract.
5. **Works to be carried out** :- The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying in return of empties, posting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
6. **Inspection of site** :- The Contractor shall inspect and examine the site, and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and material necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
7. **Sufficiency of tender**: - The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

8. **Discrepancies and adjustment of errors:** - The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figure dimensions in preference to scale and special conditions in preference to general conditions.
- 8.1 In case of discrepancy between Schedule of Quantities, the Specifications and/or the drawings, the following order to preference shall be observed.
- a) Description in Schedule of Quantities.
  - b) Particular specifications and special conditions if any.
  - c) Drawings.
  - d) General specification.
- 8.2 If there are varying or conflicting provisions made in any one documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the drawing and specifications or from any of his obligations under the contract.
- 8.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules :-
- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
  - b) In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
  - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
  - d) The totals of various sections of schedule of quantities amended shall be carried over to the general summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer.
9. All compensation or other sums of money payable by the contractor under the terms of this contract or any other contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by corporation on any account whatsoever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- 9.1 **Refund of security deposit:** - The security deposit so retained from the bills of the contractor will be released only after rectification of the defects pointed out by NPCC during the defect liability period i.e. 12 months from the certified date of completion of work or the preparation of the final bill whichever is later and after specific approval of NPCC.
- 9.2 On expiry of the Defects Liability period or on payment of the amount of the final bill whichever is later, the Engineer-in-charge shall on demand from the contractor, refund to him the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor.
- 9.3 No interest shall be payable to the contractor against the Security Deposit furnished/recovered from the contractor, by the Corporation.

10. **Deviations/variations extent & priming** :- The Engineer-in-charge shall have power(i) to make alterations in, omissions 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 (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions which radically change the original nature of the contract, he shall nevertheless carry it out and the disagreement if any as to the nature of work and the rate to be paid therefore shall be resolved in accordance with the following provisions in their respective order.
- 10.1 Rates for such additional, altered or substituted work shall be determined by the Engineer-in-charge as follows :-
- i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate.
  - ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
  - iii) If the altered, additional or substituted work includes any work for which no rates is specified in the contract for the work and cannot be derived from similar class of work in the contract, then such work shall be carried out at the rates entered in Delhi Schedule of Rates 2007 for civil items and electrical schedule of rates 2007 (part internal and electrification for electrical items minus/plus percentage which the scheduled tendered amount for civil items bears to the estimated cost of the scheduled civil work put to tender and the scheduled tendered amount for electrical items bears to the estimated cost of the scheduled electrical work put to tender.
  - iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified the contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s). The Contractor's profit and overhead shall be kept at 15%.
11. **Suspension of works** :- a) The Sub-contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons :-
- i) On account of any default on part of the Contractor; or
  - ii) For proper execution of the works or part thereof for reasons other than the default of the Sub-Contractor or
  - iii) for safety of the works or part thereof, the Sub-Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.
- b) If the suspension is ordered for reasons (ii) and (iii) sub-para (a) above:-
- i) The Sub-contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

### **Time and Extension for Delay:**

12. The time is essence of the contract. The time allowed for execution of work is six months from date of issue of letter to commencement of work. The execution of the works shall commence within ten days from on which the corporation issues written orders to commence the work. If the contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 12.1 As soon as possible after the contract is concluded the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works, if shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents, and the contractor shall in all cases in which the time allowed for any work exceeds one month complete  $\frac{1}{8}^{\text{th}}$  of the whole of the work before  $\frac{1}{4}^{\text{th}}$  of the whole time allowed in the contract has elapsed,  $\frac{3}{8}^{\text{th}}$  of the work before one half of such time has elapsed and  $\frac{3}{4}^{\text{th}}$  before  $\frac{3}{4}^{\text{th}}$  of such time has elapsed.
- 12.2 If the works be delayed by
- a) force majeure, or
  - b) abnormally bad weather, or
  - c) Serious loss or damage by fire, or
  - d) Civil commotion, local combination of workmen, strike or lock out, affecting any of the trades employed on the work, or
  - e) delay on the part of other contractors or trademen engaged by Corporation in executing work not forming part of the contract, or
  - f) non-availability of stores, which are the responsibility of Corporation to supply, or
  - g) any other cause which, in the absolute discretion of the authority mentioned in general conditions of contract, is beyond the contractor's control ;
- then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.
- 12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also if practicable indicate in such a request the period for which extension is desired.
- 12.4 In any such case the authority mentioned in General condition of contract may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-charge. However such extension shall not entitle the contractor to any claim for money.
- 12.5 The contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work.

### **13. MATERIALS:**



- 13.1. a) The Contractor shall at his own expenses, provide all materials required for the works other than those which are to be supplied by the Corporation.
- 1) All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if request by the Engineer-in-charge furnish proof to the satisfaction of Engineer-in-charge that the materials so comply.
- 2) The Contractor shall at his own expenses and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require intimate to the contractor in writing, whether samples are approved by him or not. If samples are not approved, the sub-contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the contract.
- 3) The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, be may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.
- 13.2. The Contractor shall indemnify the corporation, its representatives or employees of the Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid the such contractor shall immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific directions issued by the Corporation but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.
- 13.3. Subject as hereinafter provided in condition all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the corporation) shall be borne by the contractor.
- 13.4. The Engineer-in-charge shall be entitled to have tests, carried out as specified in the contract for any materials supplied by the Contractor other than those for which as stated above satisfactory proof has already been furnished at the cost of the sub-contractor and the sub-contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer-in-charge, the sub-contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor. The cost of materials consumed in tests shall be borne by the sub-contractor in all cases except when otherwise provided.
- 13.5. In addition the Contractor shall perform/submit at his own cost such tests/samples as may be required by the Engineer-in-charge out of the materials issued by the Corporation, except for the costs of materials used in such tests/samples.
14. **Material to be supplied by the Corporation** :- No materials are to be supplied by the Corporation

- 14.1 If after acceptance of the tender contractor desires the Corporation, to supply any materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-charge. The corporation reserves the right not to issue any such materials. The non issue of such material will not entitle the contractor for any compensation whatsoever either in time or in cost.
- 14.2 General: - Materials required for the works, whether brought by the contractor or supplied by the Corporation, shall be stored by the contractor only at places approved by the Engineer-in-charge, storage and safe custody of material shall be the responsibility of the contractor.
- 14.3. Corporation officials concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any places(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- 14.4. All materials brought to the site shall become and remain the property of the Corporation and shall not be removed off the site without the prior written approval of the Engineer-in-charge but whatever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus material originally supplied by him and upon such removal, the same shall rivets in and become the property of the contractor.
15. Labour: - The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who had not completed the eighteen years of age.
- 15.1 The Contractor shall furnish to the Engineer-in-charge at the intervals of 15 days, a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the maternity benefit act, 1961 or rules made thereunder and the amount paid to them.
- 15.2 The Contractor shall pay to labour employed by him either directly or through Contractors wages not less than fair wages as defined in the contractor's labour regulations.
- 15.3 The Contractor shall in respect of labour employed by him or his Contractors comply with or cause to be complied with the contractors Labour Regulations in regard to all matters provided therein.
- 15.4 The Contractor shall comply with the provisions of the payment of wages act, 1938, minimum wages act, 1948. Employer's Liability Act 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970, or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 15.4 The Contractor shall be liable to pay his contribution and the employees contribution to the state insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor an

amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

- 15.5 The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the Contract or non-observance of the said contractors Labour Regulations.
- 15.6 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from his Contractor.
- 15.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractors labour regulations as amended from time to time or furnishing any information or submitting or filling any form/register/slip under the provisions of these regulations which is materially incorrect then on the report of the inspecting officers as defined in the Contractor Labour Regulations the contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 500.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 500.00 per day of default subject to a maximum of ten percent of the estimated cost of the works put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the Welfare Fund constituted under regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.
- 15.7.1 Model Rules for Labour Welfare :- The contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.
- 16 Safety Code :- The contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost therefore from the contractor.
- 16.1 Failure to comply with Model Rules for Labour Welfare, Safety code or the provisions relating to report on accidents and grant of maternity benefits to female workers shall make the contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 500.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the inspecting officers as defined in the contractors Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damage may be made from any amount payable to the contractor.
- 16.2 The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion to the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend his operations beyond those areas. In respect of any land allotted to contractor for purposes of or in

connection with the contract, the contractor shall be a licenser subject to the following and such other terms and conditions as may be imposed by licenser.

- i) that he shall pay a nominal licence fee of Rs. 100 per year or part of a year for use and occupation, in respect of each and every separate areas of land allotted to him.
  - ii) that such use or occupation shall not confer any right to tendency of the land to the contractor.
  - iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge
  - iv) that the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any temporary construction he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.
- 16.3 The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.
17. **Setting out the works:** - The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the contractor to set out the works and the contractor shall set out the works and the responsibility for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge in which case the cost of rectification shall be borne by the corporation. The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects liability period unless the Engineer-in-charge direct their earlier removal.
18. **Site Drainage:** - All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted risks shall be removed from the site by the sub-contractor to the satisfaction of the Engineer-in-charge and at the sub-contractor's expense.
19. **Nuisance** :- The Contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.
20. **Materials obtained from Excavation** :- Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.
21. The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
22. **Contractor's Supervision** :- The Contractor shall either himself supervise the execution of the works or shall appoints a competent agent approved by the Engineer-in-charge if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor, shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the sub-contractor himself. If the sub-contractor fails to appoint a suitable agency as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the sub-contractor shall be held responsible for the delay so caused to the works.

23. **Inspection and approval:** - All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give the due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
- 23.1 No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advise the contractor accordingly attend for the purpose of examination and measuring such work or of examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.
- 23.2 The Engineer-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.
24. **Duties and powers of Engineer-in-charge's representatives:** - The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Corporation not to make any variation in the works.
- 24.1 The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the Corporation as though it has been given by the Engineer-in-charge.
- 24.2 Failure of the representatives of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 24.3 If the sub-contractor shall be dissatisfied with any decision of the representative of the Engineer-in-charge he shall be entitled to refer the matter to the E.I.C. who shall there upon confirm, reverse or vary such decision.
25. **Removal of Workmen:-**
- The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the sub-contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.
26. **Uncovering and making good** :- The Contractor shall uncover any part of the works, make opinions in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has

been covered up or put out of view after being approved by the Engineer-in-charge and is subsequently found on uncovering to the executed in accordance with the contract the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the contractor.

27. **Work during night or on Sundays and holidays** :- Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge.
- 28.1 **Completion certificate**:- As soon as the work is completed the Contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) date of completion (b) defects to be rectified by the contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the work be considered to be complete till the contractor shall have removed from the premises on which the work has been done except such as are required for rectification of defects, rubbish and all huts and sanitary required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor of the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, niled locks and fastenings, labeled keys clearly and handed them over to the Engineer-in-charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works the Engineer-in-charge may at the expense of the contractor fulfil such requirements and dispose of the scaffolding, surplus materials and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid the contractor shall forthwith on demand pay such excess.
- 28.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge can take possession of any part or parts of the same any such part(s) being hereinafter in this condition referred to as the relevant part) then not with standing anything expressed or implied else. Where in this contract:-
- a) The sub-contractor has to request the Engineer-in-charge for completion certificate after the defect liability period. The certificate may be issued from zonal office on the recommendation of Engineer-in-charge.
  - b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
  - c) The contractor may reduce the value insured by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
  - d) For the purposes of ascertaining compensation for delay in respect of any period which the works are not complete the relevant part will be deemed to form a separate item or group with date of completion as given in the contractor as extended and actual date of completion as certified by the Engineer-in-charge under this condition.

29. **Compensation for delay (Liquidated damages)** :- If the contractor fails to maintain the required progress in terms of clauses or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority on the contract value of the work for every week that the progress remains below that specified in relevant clause of contract or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- 29.1 Liquidated damages and penalty shall be @ ¼ % (One quarter percent) of the cost of incomplete work per week of delay subject to a maximum of 10% (Ten percent) of the total cost.

The amount of compensation/liquidity damage may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Corporation.

30. The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of 12 months period mentioned from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

31. **Contractor's Liability and Insurance** :- From commence to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Corporation's T&P from any cause whatsoever save and except the excepted risk and shall at his own cost repair and make good the same so that at completion, the works and all corporation's T&P shall be in good order and conditions and in conformity in every respect with the requirements of the contract and instruction of the Engineer-in-charge.

- 31.1 In the event of any loss or damage to the works or any part thereof or to any T&P or to any material or articles at the site from any of the excepted risks the following provisions shall have effect.

- a) The sub-contractor shall, as may be directed in written by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, taking to Corporation T&P, articles and/or materials as may be directed.
- b) The sub-contractor shall as may directed in written by the Engineer-in-charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract and
- c) These will be added to the contract sum, the rest amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the works on the day when the loss or damaged occurred and the removal by the contractor as provided above of Corporations and/or clients T&P articles and/or materials to the Corporation store and the debris and damaged works referred to therein and the compensation paid by him, under any law for the time being in force, to any workmen employed by him for any injury caused to him or to the Workman's legal successors for loss of the Workman's life.

- 31.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 31.3 Without limiting the obligations and responsibilities under this condition the Contractor shall insure the works (from commencement to completion) the Corporation's T&P hired by the Contractor and all materials at site, to their full value as directed by Engineer-in-charge, against the risk of loss or damage from whatever cause arising other than the executed risks. The said insurance shall be in the joint names of Corporation and the Sub-contractor shall deposit with the Engineer-in-charge and said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the sub-contractor in installments by the Engineer-in-charge for the purpose of re-building or replacement or repair of the works and/or goods destroyed or damaged as the case may be.
- 31.4 If the Contractor has a blanket insurance policy for all his works and the policy covers all the time to be insured under this condition, the said policy shall be assigned by the contractor in favour of the Corporation provided however if any amount is payable under the policy by the insurers in respect of works other than the work under this contract the same may be recovered by the sub-contractor directly from the insurers.
- 31.5 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-charge shall be final and binding.
- 31.6 The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any composition or damage caused by the excepted risks.
- 31.7 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property. Excluding that of the Corporation but including the Corporation building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials, or to any person (including an employee of the Corporation) by or arising out of carrying of the contract.
- 31.8 The Contractor shall at all times indemnify the Corporation and/or client against all claims, damages or compensation under the provision of payment of wages act, 1936, minimum wages act, 1948, employer's liability act, 1938, the workman's compensation act, 1947, industrial disputes act, 1947, and maternity benefit act, 1961, or any modifications thereof or any other law relating thereof and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the sub-contractor or not, save and extent where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent to the sub-contractor be paid to compromise or compound any such claim, without limiting his obligations and liabilities as above provided, the sub-contractor shall insure against all claims, damages or compensation payable under the workman's compensation act 1923 or any modification thereof or any other law relating thereto.
- 31.9 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.



- 31.10 The Contractor shall prove to the Engineer-in-charge from time to time that has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability period.
- 31.11 If the Contractor fail to affect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case of Corporation may without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time deduct the amount so paid by the Corporation from any moneys due or which may become due to the contractor or recover the same as debt due from the contractor.
32. The contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any act of Parliament, State laws or any Government, rule or order and any regulations or bye-laws of any local authority in respect of the works.
33. Contractor: - The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.
34. Instructions and notices: - Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

All instructions, notices and communications, etc. under the contract shall be given in writing and if sent by post on the last known place of abode or business of the sub-contractor shall be deemed to have served on the date when in the ordinary course of post these would have been delivered to him.

The Contractor or his agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractors agent shall be considered to have the same before as if they had been given to the sub-contractor himself.

The Engineer-in-charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a Work site order book maintained in the office of the Engineer-in-charge and the contractor or his authorized representatives shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instruction(s).

35. For closure of contract in full or in part due to abandonment or reduction in scope of work :- If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or other-wise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure :-

- a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts staff quarters and site offices storage accommodation and water storage tanks.

- b.i) The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the sub-contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
  - ii) For Contractor materials not retained by the Corporation, reasonable cost of for works transporting such materials from site to sub-contractor's permanent stores or to his other works whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
  - c) If any materials supplied by the Corporation are rendered surplus the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the sub-contractor. In addition, cost of transportation such materials from site to the Corporation stores, if so required by the Corporation.
  - d) Reasonable compensation for transfer of T&P from site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places no cost of transportation shall be payable.
36. The Contractor shall, if required by the Engineer-in-charge furnish to him book of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the unreasonable amount payable under this condition.
37. **Termination of contract for death** :- If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual contractor or of the proprietor of the proprietary concern and in case of partnership the surviving partners are capable of carrying out the completing the contract, the Accepting Authority shall be entitled to cancel the contract as to its in completed part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to be surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the contract.

**Cancellation of contract in full or in part:** - If the contractor

- a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
- b) commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- c) fails to complete the works or items of work with individual dates of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge ; or

d) shall offer, or give or agree to give to any person in Corporation's service or to any other person on his behalf and gift or consideration of any kind as an inducement or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation or

e) shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing for the Accepting Authority/Engineer-in-charge; or

f) shall obtain a contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or

g) being an individual, or if a firm, any partner thereof, shall at any time be adjusted insolvent or have a receiving order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors ; or

h) being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitled the court or debenture holders to appoint a receiver or manager ; or

i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years ; or

j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority ;

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the Contract.

**The Accepting Authority shall on such cancellation have powers to;**

a) take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and/or

b) carry out the incomplete work by any means at the risk and cost of the Contractor.

On cancellation of the contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the contractor for completion of works or part of the works or in case the works or part of the works is not completed; the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in the work and use to tackle and machinery belonging to the contractor.

Any access expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as after allowing

such credit shall be recovered from any money due to the sub-contractor on any account and if such money are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

38. **Liability for damage, defects or imperfections and rectification thereof:** - If the contractor of his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing that behalf make the same good at his own expenses. If it shall appear to the Engineer-in-charge or his representative at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for executions of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-charge, 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 and or remove the materials or articles so specified and provide other proper and suitable materials or articles so specified and at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute and work and/or remove and replace with others the materials or articles complained or, as the case may be, by either means at the risk and expense of the contractor.

In case of repairs and maintenance works, splashes and droppings from white washing, painting, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of works in individual rooms, quarters, or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the contractor.

39. **Urgent Works:** - If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge may of his own or other work people, carry it out, as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out his expenses and all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.
40. **Changes in Constitution:** - Where the contractor is a partnership firm, prior approval in writing of the Accounting Authority shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership firm which would

have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention of conditions hereof and the same action may be taken and the same consequences shall ensure as provided for in the said conditions of contract.

41. **Land for contractor's office, store, workshop etc. :-**

No land for construction of contractor's field office, store shall be provided by the NPCC.

42. **VALUATION AND PAYMENT:-**

42.1 **Records and measurement:** - The Engineer-in-charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.

All items having a financial value shall be entered in measurement book, level book, etc. prescribed by the corporation so that a complete record is obtained of all work performed under the contract.

Measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative. Before taking measurements of any work the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorized representative for measurement, after such a notice or fails to counter sign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be correct measurements of the work.

The contractor shall without extra charge provide assistance with every appliance, labour and other things necessary for measurements.

Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the corporation a note to that effect shall be made in the measurement book against the item objected to and such note be signed and dated by both parties engaged in taking the measurement. The decision of the accepting authority on any such dispute or differences or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all contract items. Substituted items, extra items and deviations.

42.2 **Methods of Measurement:-** Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates/specification not withstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of rates/specification, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

42.3 **Payment of account** :- Interim bills shall be submitted by the contractor at intervals of one month on or before the date fixed by the Engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken. Where necessary, the requisite measurements of the work.

Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following :-

- a) All work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

- b) 75% of the cost (as assessed by the Engineer-in-charge) of any materials which are in the opinion of the Engineer-in-charge reasonably required in accordance with the contract and have been brought to site for incorporation in the works and are safeguarded against loss due to any cause whatever to the satisfaction of the Engineer-in-charge, but have not been so incorporated, provided the contractor provides an insurance cover for the full cost of perishable materials.

The advance payments under (b) above shall be adjusted as and when materials are utilized in the works.

Payment of the contractor's bills shall be paid by the Corporation within 21 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.

Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. The certificate of the Engineer-in-charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

- 42.4 **Time limit for payment of final bill** :- The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.

- a) Contract amount not exceeding Rs. 5 lakhs four months.

- b) Contract amount exceeding Rs. 5 lakhs Six months.

After payment of the amount of the final bill payable as aforesaid has been made the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

- 42.5 **Overpayments and underpayments** :- Wherever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the sub-contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the corporation or from any other sum due to the contractor from the Corporation which may be available with the Corporation or from his security deposit; or he shall pay the claim on demand.

The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitration and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the Corporation from the contractor by any or all of the methods prescribed above. If any under payment is discovered, the amount shall be duly paid to the contractor by the corporation.

Provided that the aforesaid right of the Corporation to adjust overpayments against amounts due to the contractor under any contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount

payable by the contractor under the MINUS final bill is communicated to the contractor. Any amount due to the contractor under this contract for under payment may be adjusted against any amount than due or which may at any time thereafter become due before payment is made to the contractor from him to the Corporation on any other contract or account whatsoever.

43. **Escalation:** No escalation whatsoever the reason may be shall be paid. The rates quoted by the agency shall remain firm throughout the period of contract or during extension of time if granted.
44. Tendered rates are inclusive of all taxes and levies payable under the respective statutes.
45. **Turnover tax/works contract tax**: - Works contract tax payable to state govt. tax Deptt. of Delhi & as may be made applicable from time to time shall be the paid by the contractor.

## **SPECIAL CONDITIONS OF CONTRACT**

1. **Deduction of VAT:** NPCC limited shall deduct TDS on VAT as per prevailing rules or as applicable from time to time.
  2. **Deduction of income tax & Labour cess:** - NPCC Ltd. shall deduct 'Income Tax' at source from all the payments to be made to the contractor in accordance with the provisions of India Income Tax laws. The contractor shall deposit Labour cess with appropriate authority and should submit the deposit challans/receipt to NPCC.
  3. **Liability for E.P.F. deduction:** - The contractor shall be responsible for deducting contribution towards Employee Provident Fund from its employees and deposit the same alongwith its contribution to the concerned regional Provident Fund Commissioner under the employees Provident Fund and Misc. Act. 1952.
  4. Wherever the word contractor is mentioned in the tender document this shall mean sub-contractor
  5. The special conditions of contract and other contract documents numerated below are complementary to and shall be read in conjunction with each other.
    - a) Special conditions of contract.
    - b) General conditions of contract.
    - c) Specifications.
    - d) Schedule of quantities.
- In case of any conflict of meaning between the special conditions of contract and the general conditions of contract, the provisions in the special conditions of contract shall over ride the corresponding provisions in the general conditions of contract.
6. Contractor shall submit a detailed works programme which shall be discussed and agreed with NPCC Ltd., this programme shall be prepared in such a way that all the works envisaged in the schedule of items are completed in a phased manner within the time prescribed.
  7. It is the responsibility of the contractor to arrange power and water required for the work. However on availability of water and power, the corporation may provide the same on the request of contractor at one point. No claim on account of non providing of water and power by the corporation shall be entertained.
  8. **Price variation:** - Quantities given in the tender documents may increase or decrease. No extra payment shall be made for variation in quantities what ever may to the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted.
  9. **Co-operation with other agencies:** - The contractor shall fully co-operate with all persons and agencies engaged by NPCC Ltd. for carrying out the work of NPCC.
  10. **Secured Advance :-** Secured Advance/advance against material and advance against work done shall be paid 75% on production of bill and after receipt of material at site and after certifying by the Site Engineer/Engineer-in-Charge of work will be released after comparing with the rate of item to be executed/ already executed as the case may be.
  11. **Taxes, duties, levies, etc.** : - The contractor shall be responsible for the payment of all taxes, duties, levies, octroi, etc. on all materials articles that may be used in this work. Any increase in the aforesaid taxes, duties and levies etc. that may arise during the currency of the contract shall not be paid to the contractor by NPCC Ltd.



12. **Security deposit** :- The Security deposit shall be deducted at the time of making of payment to the contractor or the work done under contract@ 10% of gross amount of each bill on account until security deposit including performance guarantee so which is the value of the 10% of contract value. Security Deposit can be replaced by the contractor in multiples of Rs. 1.00 lacs (One lacs only) by way of FDR/BG to be issued by any nationalized bank for equivalent amount.
13. **Refund of security deposit** :- The security deposit so retained from the bills of contractors will be released only after rectification of the defects pointed out by NPCC during the maintenance period/.
14. **Performance guarantee: -** On allotment of the work the contractor shall furnish a performance guarantee from any Nationalized/scheduled Bank on format prescribed by the Corporation to the extent of 2% (Two percent) amount of total contract value. No payment shall be released to the contractor till such time the contractor furnishes the required performance guarantee to the satisfaction of Engineer-in-charge. The performance guarantee shall be released to the contractor after the successful completion of work to the satisfaction of the Engineer-in-charge.
15. **E.P.F. code no.** :- The contractor shall be required to obtain independent EPF code no. or exemption certificate from the regional provident fund commissioner.
16. All the required tests mentioned under clause 14(a) (6) of the general conditions of the contract shall be carried out in contractor's material testing laboratory installed at site or from any other place decided by the Engineer-in-charge and the necessary charges on this account so decided by the Engineer-in-charge shall be borne by the contractor. The contractor shall have no option in this regard.
17. Immediately on the receipt of any drawings by the contractor from the Engineer-in-charge, the contractor shall correlate the structural and architectural drawings to ensure the correctness of dimensions, levels etc. shown on the drawings and also that the drawings are complete and no dimensions, data or level etc. is missing. In case the contractor finds any discrepancy, he will bring it to the notice of the Engineer-in-charge in writing within a week's time and before the execution of the work at site whichever is earlier no claim in respect of such inaccuracies shall be entertained by the Corporation and the contractor shall have to amend the work at his own cost and to the satisfaction of the Engineer-in-charge.
18. i) The payment for additional/extra/substituted items which are compulsory or found necessary for the completion of works shall only be released to the contractors after the receipt of approval of competent authority
- ii) Payment on account of increase in cost of work shall only be released to the contractors after the receipt of approval of Competent Authority.
- ii. The time extension shall be given to the contractors only after it is obtained from the Competent Authority.

## BILL OF QUANTITIES

### Schedule Items

Sl. No.	DSR	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
1	21.17	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc. to be paid separately).	Each	2	25000	50000
2	21.1	Providing and fixing double glazed hermetically sealed glazing in aluminum windows, ventilators and partition etc. with 6 mm thick lear float glass both side having 12 mm air gap including providing EPDM gasket, perforated aluminum spacers, desiccants, sealant (Both primary and secondary sealant) etc. as per specifications, drawings and direction of Engineer-in-charge complete	SQM	25	2808.9	70222.5
3	14.58	French spirit polishing :	sqm	10	600	6000
	14.58.1	One or more coats on old work				
4	2.8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	cum	500	103.4	51700
		All kinds of soil.				
5	2.26	Extra for every additional lift of 1.5 m or part thereof in.	cum	300	18.9	5670
	2.26.1	All kinds of soil.				
6	2.25	Filling available excavated earth (excluding rock) in trenches, sides of foundations etc. in layers not exceeding 20cm in depth, plinth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	cum	500	45.7	22850
7	2.34	Supplying chemical emulsion in sealed containers including delivery as specified.				
	2.34.1	Chlorpyriphos / Lindane emulsifiable concentrate of 20%	ltr	75	174.3	13072.5
8	2.35	Diluting and injecting chemical emulsion for POSTCONSTRUCTION anti-termite treatment (excluding the cost of chemical emulsion) :				
	2.35.2	Along the external wall below concrete or masonry apron using chemical emulsion @ 2.25 litres per linear metre including drilling and plugging holes etc.				
	2.35.2.1	With Chlorpyriphos/ Lindane E.C. 20% with 1%	sqm	100	10.45	1045

9	22.2	Providing and laying integral cement based treatment for water proofing on the vertical surface by fixing specified stone slab 22 mm to 25mm thick with cement slurry mixed with water proofing compound conforming to IS:2645 in recommended proportions with a gap of 20mm (minimum) between stone slabs and the receiving surfaces and filling the gaps with neat cement slurry mixed with water proofing compound and finishing the exterior of stone slab with cement mortar 1:3 (1 cement : 3 coarse sand) 20mm thick with neat cement punning mixed with water proofing compound in recommended proportion complete at all levels and as directed by Engineer-in-charge :				
	22.2.1	Using rough Kota stone	sqm	150	647.85	97177.5
10	12.52	Providing and fixing tiled False Ceiling of approved materials of size 595x595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanized steel sections ( galvanized @ 170gsm/sqm.) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38mm made from 0.30mm thick (minimum) sheet spaced at 1200mm center to center and cross "T" of size 24x25mm made of 0.30mm thick (minimum) sheet, 1200mm long spaced between main "T" at 600mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600mm and size 24x25mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form grids of 600x600mm and wall angle of size 21x21x0.3mm and laying false ceiling tiles of approved texture in the grid including, wherever, required, cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with galvanized level clips spaced at 1200mm center to center along main T, bottom exposed width of 24mm of all T-sections shall be pre-painted with polyester paint, all complete at all heights as per specifications drawings and as directed by Engineer-in-Charge.(The rate is excluding the cost of tiles which will be paid for separately	SQM	10	358.25	3582.5
		<b>Total</b>				<b>321320</b>

### Non Schedule Items

S.NO	NS	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
1	NS	<b>STORAGES</b>				
		All storages of commercial block board 19/38mm thk. block board sides, shelves, shutters commercial block board 10mm thk commercial ply board at bottom of drawers and commercial block board grade 6mm thk commercial ply board at back, all exposed edges to be neatly finished with melamine polish/PU (Duco) painted 6mm thick Teak wood margins, hidden invisible surfaces to be coated with fire retardant paint visible interior to be finished with 1mm thk laminate, exterior to be 1mm thk laminate, skirting to be melamine polish/PU(Duco) painted Teak wood all overlap shutters to be Ebco slip-on hinges, locks with family master key, catchers, tower bolts etc all complete				
a)		P/f block board construction up to 300mm deep low height storage without shutters including finishing with 1mm top laminate, half round teak wood molding with polish(Duco))LOW HEIGHT)	sqm	5		
b)		Sitting bench 150 x 450mm wide in Hall	each	1		
2		Providing carpet on floor(Basic rate 60/-per sft)	sqm	70		
3		Providing and fixing sound reducing paneling in carpeted finish. The paneling consists of 50x 50mm mirandi wood frame filled with fiber glass resin bonded insulation of density of 24 kg/cum covered with 6mm thick commercial ply pasting TEXSA 50 asphalt free polymer based non porous high density visco elastic sound insulating membrane .Finishing the paneling with capet hiving cord finish.	SQM	110		
4		Providing Screen 5mm thick UV protected on existing Fiber sheet	sqm	1		
5		Providing and fixing Modular switches in place of exiting piano type circuit				
a)		6A Switch	each	10		
b)		6A Socket -3Pin	each	5		

6		Supplying all materials receiving, storing ,handling fixing wiring and testing for light ,fan, exhaust fan 6A socket etc. starting from DB to point control box & point control box to the outlet using 1100 Volts grade 2.5sqmm FRLS PVC insulated copper conductor stranded wiring cable from DB to point control box and 1.5sqmm Cu.FRLS PVC insulated wiring cable from point control box to light point/outlet in concealed/surface system using 20mm/25mm,C141mm rigid mm thickness UPVC conduit (ISI marked)including all conduit accessories such as bends, tees, check nuts, PVC bushes for conduit ends, draw boxes ,fa, fan regulator boxes hook boxes, together with wiring accessories such 6A module type switch,3pin 6A module type batten holders (wherever required) chrome plated brass screws including sqm.m. PVC insulated single strand Cu. earth wire ,identification ferrules at either ends complete in all aspects				
a)		A set of two light points controlled by 1 no 6A switch	each	10		
b)		A set of three light points controlled by 1 no 6A switch	each	5		
7		Supplying & Laying wire for Audio System/Speaker outlets by using twin core flexible wire in conduit	mtr	25		
8		Providing and laying plastic emulsion paint over RCC Ceiling in approved shade using NEROLAC or equivalent make including preparation of base	sqm	65		
9	NS	Providing and fixing LCD OF 42" with DVD Player	each	1		
10	NS	Providing and installing complete PA system with Speakers, Amplifiers and Flexible Mike of AHUJA or equivalent	each	1		
11	NS	Drilling the surface 22m dia. Fixing the injection nozzles 150mm in the drilled area allow to set for minimum 12 hours. Injecting the slurry by pressure machine mixed up of Dura EV is added to neat cement @ 250gm/50 kg bag of cement is dry mixed with cement then water may be added to it. Normal curing has to be done	Each	150		
12	NS	Providing and applying polymer based water proofing treatment on the inner surface of meditation hall				
		a) Surface cleaning, removal of all loose existing treatment with wire brush or equivalent.				
		b) Filling/bonding all the open areas or opened joints with crack sealer mortar.				
		c) Application of first coat of Polymer coating, allow to dry for 4-6 hours.	sqm	135		
13	NS	Providing & fixing Armstrong Mineral fiber Acoustical Suspended Ceiling system with Dune Max RH-99 tiles with Armsrong XL-24 exposed grind.				

		The tiles should have humidity resistance (RH) of 99%,NRC0.7,Light Reflectance >85%,Thermal conductivity k=0.052w/m K, colour White ,fire Performance Class 0/Class 1 (BS-476) in module size of 600 x6000x16mm with bio block coating on the face of the tile ,suitable for Green Building Application with recycled content of 84%.				
		The Grid should be of Armstrong make with 24mm wide T-section flanges colour white having rotary stitching on all sections and a load carrying capacity of 23.78kg/m2.The T-sections have a Galvanizing of 120gms per M2 & passed through 500hours of salt test,	SQM	10		

HVAC SYSTEM					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.0	EQUIPMENT				
1.1	Split Units Supply of Air Cooled split type air conditioner comprising of an outdoor and single indoor unit. Condensing unit shall be complete with double rotary/ scroll compressor, air cooled condenser with Fan.				
1.1.1	Capacity - 8.5 TR Duct able unit	Nos.	1		
1.1.2	Installation, testing & commissioning of above air conditioners- Capacity - 8.5 Tr	Nos.	1		
1.2	Supply and installation of drain piping with fittings valves & insulation with 6 mm closed cell nitrite rubber				
	25mm dia PVC Hard Pipe	Rmt.	5		
1.3	Supply and installation of pair of copper refrigerant piping for the above split units duly insulated with 9mm thick nitrile rubber insulation in tubing form.				
	a) Hard Copper pipe for 8.5 TR units	Rmt.	10		
	b) Control Wiring	Rmt.	15		
	c) Power Cable	Rmt.	5		
1.4	M.S. Stand for outdoor units	Nos.	1		
1.5	Supply, Installation and Testing of fresh air arrangement comprising of 12.5mm thick viscous metallic filters, MS box type dampers, bird screen Etc.				
	600 CFM (size-300mm x 300mm)	Nos	1		
1.6	Extra for Heating arrangement in the unit	nos	1		
2	AIR DISTRIBUTION				
2.1	Supply & Installation of site fabricated sheet metal ducts complete with hanger supports etc.				

2.2	b. (24 gauge) GSS	SqM	7.5		
	c. (22 gauge) GSS	SqM	7.5		
	Supply, Installation and Testing of 125mm deep canvas connection with fire retardant cloth with frame/ flange on both sides.	Nos	2		
	2.3 Supply, Installation and Testing of multi blade box type GI steel sheet damper for ducts to be provided with suitable links, levers and quadrants for manual control of volume of air flow and for proper balancing of the air distribution system.	Sq.M	0.25		
2.4	Supply, Installation, Testing and Balancing of one way blow, fixed bar linear supply/return air grilles.				
3 3.1	a. Powder coated aluminum grille of extruded sections with integral flanges on both sides & ends as required.	Sq.M	2		
	b. M.S. VCD to be provided in supply air grills	Sq.M	0.5		
	INSULATION				
	Supply and Application of acoustic lining of supply air duct with 48 cum/kg density fiber glass covered with 26 G perforated Al sheet, nut bolts etc.				
	a. 12.5mm thick rigid board	Sq.M	7.5		
3.2	Supply and Application of external thermal insulation of ducting using 9mm thick elastomeric Nitrile rubber insulation.				
	a. 9mm thick	Sq.M	2		

## ABSTRACT OF COST

S.NO.	DESCRIPTION OF ITEMS	AMOUNT	ABOVE OR BELOW PERCENTAGE OVER DSR-2007	AMOUNT
1	SCHEDULE ITEMS	321320.00		
2	NON SCHEDULE ITEMS			
3	HVAC			
	TOTAL			

Rupees in wards :

Name of the Agency & Address: