

NOTICE INVITING TENDER FOR ANNUAL  
MAINTAINANCE OF PAINTING AND REPAIRING  
WORKS AT SRI GURU NANAK DEV KHALSA  
COLLEGE, (UNIVERSITY OF DELHI) DEV  
NAGAR NEW DELHI - 110005

**(Two Bid System)**

Tender shall be submitted in 2 separate envelopes

Envelope One: Technical Bid

Envelope Two: Financial Bid

Start of Sale of Tender documents: 17 August 2019

Last Date of Sale of Tender documents: 27 August 2019

Date of Submission of Tender Document: 27 August 2019

Architects:

M/s M. Singh Saggu & Associates  
Architects, Town Planners, Interior Designers,  
H.O.DDA Community Center, Gurdwara bldg,  
Zamrudpur Kailash Colony Extn.  
New Delhi 110048, Tel: 011 – 29237800, 46108689.

**Sri Guru Nanak Dev Khalsa College**  
**(University of Delhi) Dev Nagar, New Delhi**

Sealed Item rates in two bid system (Technical Bid and Financial Bid) are invited by the Principal, Sri Guru Nanak Dev Khalsa College for Annual Maintenance of PAINTING AND REPAIRING Works at Sri Guru Nanak Dev Khalsa College, (University Of Delhi) Dev Nagar, New Delhi from reputed building contractors who have executed similar Repair & Renovation, having completed three similar works costing not less than 06 Lakh or two similar works costing not less than 09 Lakh or one similar work costing not less than 12 Lakh in the last three years.

Tenderers shall furnish proof of satisfactory completion of such work issued by the client along with their full company profile including list of T&P, technical staff, PAN No., GSTN No., solvency certificate and 3-year ITR of company. Technical bid shall be opened first and after evaluation and finalization of technical bid, the list of eligible contractors shall be prepared and financial bid of the short-listed contractors shall be opened.

Tender documents can be obtained from the office of Principal, Sri Guru Nanak Dev Khalsa College, Dev. Nagar, New Delhi 110005 from 13/02/2019 to 27/02/2019 during working hours

Estimated Cost of the Work	Item rate contract for one year (Work is estimated to cost Rupees Fifteen Lakhs which is nearly rough guide)
First Date of Sale of Tenders	17/08/2019
Last date of Submission of Tenders	27/08/2019 up to 3:00 pm
Date of Opening of Technical Bid	27/08/2019 at 3:30 pm
Date of Opening of Financial Bid	Will be conveyed to eligible contractors

**Note:** Document can also be downloaded from the college website <http://www.sgndkc.org>. Downloaded tender documents shall be spiral bound before submission. Loose, Stapled or incomplete bid documents will be rejected.

Issued: \_\_\_\_\_

\_\_\_\_\_

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

Acting Principal,  
Sri Guru Nanak Dev Khalsa College  
Dev Nagar, New Delhi

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## APPENDIX

Defects Liability period	12 Months
Date of Commencement	The 10 <sup>th</sup> day after the date on which The Architect /Engineer-in-charge issues written orders to commence the works from time to time.
Date of Completion	As Specified in the work order from time to time
Penalty for delay	Rs. 5,000/-per day up-to maximum 10% of the cost of the works.
Value of work for Interim Certificate	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)

**Contractor**

**Employer**

**Sri Guru Nanak Dev Khalsa College,  
(University of Delhi) Dev Nagar, New Delhi**

Dated 17/08/2019

**NOTICE INVITING TENDER**

- 1) Sealed Tenders are invited by the Principal, Sri Guru Nanak Dev Khalsa College for works pertaining to the Annual Maintenance of Painting and Repairing Works at Sri Guru Nanak Dev Khalsa College, New Delhi.
- 2) The Architects for this job are M. Singh Saggi & Associates Architects, Town Planners, Interior Designers, H.O. DDA Community Center, Gurdwara bldg, Zamrudpur Kailash Colony Extn. New Delhi 110048, Tel: 011 – 29237800, 46108689.
- 3) The Item rate Tender shall be submitted in the prescribed form.
- 4) The works are required to be completed within a period of Six months from the date of commencement.
- 5) The work shall be carried out in accordance with the phasing plan approved by the college authorities to avoid disturbance to the normal working of the College. The contractor will prepare and submit a Phasing Plan with Bar Chart of all work activities with targeted dates of completion for all the work activities and get it approved from the college authorities
- 6) Tender documents consisting of terms and conditions and Tender schedule can be obtained from the office of the Principal, Sri Guru Nanak Dev College, New Delhi on any working day from 17/08/2019 to 27/08/2019
- 7) Completed Tender should accompany PAN number, TIN number and GSTN number, email address, phone number and registered address of the Contractor.
- 8) CONTRACTORS are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their Tender as to the nature of the work (so far as practicable), the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain necessary information as to the risks, contingencies and other circumstances which may influence or affect their Tender. CONTRACTOR shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed.
9. Submissions of the Tender by the CONTRACTOR implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.
10. A CONTRACTOR should quote in figures as well as in words rate(s) quoted. Unless the rate is in whole rupees and followed by the word “only” it should invariably be up to two places of decimals.
11. All rates shall be quoted on the Tender form only.

12. Tender shall be received by the office of the Principal, Sri Guru Nanak Dev Khalsa College, New Delhi up-to 15:00 hours on 27/08/2019 and the technical bid shall be opened on 27/08/2019 at 15:30 hours in the presence of the CONTRACTORS, who may be present or the earliest convenient time and day thereafter.
13. A CONTRACTOR shall submit the Tender which satisfies each condition laid down in this notice, failing which the Tender will be liable to be rejected.
14. Sri Guru Nanak DevKhalsa College, New Delhi does not bind itself to accept the lowest or any tender or to give any reasons for their decision.
15. Sri Guru Nanak DevKhalsa College, New Delhi reserves the right of accepting the whole or any part of the Tender and CONTRACTOR shall be bound to perform the same at his quoted rates.
16. Service tax, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Sri Guru Nanak Dev Khalsa College will not entertain any claim whatsoever in respect of the same. GST as applicable to be charged extra.
17. T.D.S. for VAT/WCT/GST/INCOME TAX etc. as applicable to union territory of Delhi shall be deducted from the payments to be made to the Contractor and tax deduction certificate shall be issued by Sri Guru Nanak Dev Khalsa College, New Delhi as per govt. guidelines
18. This notice of Tender shall form part of the contract documents.

**Contractor:**

**Owner:**

Duly authorized to sign the  
On Behalf of M/s

**For and on behalf of  
Sri Guru Nanak Dev Khalsa College**

.....  
.....  
.....

Signature.....

Authorized Signatory

Date.....

E-Mail.....

Phone.....

Postal Address.....

To,

The Principal  
Sri Guru Nanak Dev Khalsa College,  
Dev Nagar, New Delhi.

Dear Sir,

I/We have read and examined the following documents relating to Annual Maintenance of Painting and Repairing Works at Sri Guru Nanak Dev Khalsa College, New Delhi.

- 1) Notice Inviting Tender Specifications
- 2) General Conditions of Contract
- 3) Special Conditions
- 4) Tender Schedule

I/We hereby Tender for execution of the works referred to in the aforesaid, documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates quoted by us in the Tender schedule. We have visited and examined the site of works and are fully aware of the site conditions, having a bearing on the contract.

In consideration of I/We being invited to the Tender, I/We agree to keep the Tender open for acceptance for 90 Days from the due date of submission thereof and not make any modifications in the terms and conditions which are not acceptable to Principal, Sri Guru Nanak Dev Khalsa College, New Delhi.

Duly authorized to sign the Tender  
On behalf of M/s

.....

Signature.....

Dated.....

Postal Address.....

## SPECIAL CONDITIONS

1. The work shall be carried out as per specifications in the Tender schedule/latest C.P.W.D./DSR Specifications and IS code, along with the correction slips; issued up to date of acceptance of Tender in case of doubt the decision of the Architect shall be final and binding on the Contractor.
2. The Contractor shall carryout the work in stages as to cause minimum disturbance to the working of Sri Guru Nanak Dev Khalsa College, New Delhi and other organizations. He shall be responsible for any damage to the equipment or structures, injury to the personnel during the progress of the work and he shall be liable to pay compensation as may be decided by the Principal or his authorized representative in respect of such damages /injuries.
3. The serviceable materials out of the dismantled materials if any will be the property of the college and properly stacked by the Contractor as directed by the Engineer-in-charge/Architect. Decision of principal or his authorized representative on the service-ability of the dismantled materials shall be final and binding on the Contractor.
4. All labour Employed by the Contractor shall be covered by the workman's compensation act. Any death, injury or mishap to the workmen of the Contractor will entirely be the Contractor's responsibility and the College, shall not be liable to pay any damages for the same.
5. Contractor shall take adequate safety precautions to avoid any accident etc. at site. Shall erect proper barricades, sign boards, lights, etc. shall provide safety belts, safety shoes, head gears (helmet I.S.I standard) and shall be fully responsible for any criminal & civil liabilities. All safety arrangements are to be made by contractor at his own cost.
6. No labour or material rate escalation claims will be entertained from the contractor as this work has to be completed within 3 months from the date of commencement of work at site.
7. Rates quoted shall be applicable equally to all floors and shall include all lifts and leads. No extras on this account shall be payable.
8. Contractor shall submit only computerized Bills supported with computerized measurement sheets in A4 size hard copy prints and soft copy in Microsoft Excel Format. Manual Handwritten bills or measurement sheets will not be accepted.
9. Labour Camp will be arranged by the contractor outside the college premises. Sri Guru Nanak Dev Khalsa College does not have space for labour camps inside its premises.
10. Principal Sri Guru Nanak Dev Khalsa College reserves the right to decrease the items of work, change the specifications of works or remove the entire section of work as may be deemed necessary to finish the works within the available budget.



## **GENERAL CONDITIONS OF CONTRACT**

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

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

## **TYPE OF CONTRACT**

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

## **SCHEDULE OF QUANTITIES**

It is an Item rate contract for the period of one year. Work in phases will be contracted as per approved rates to the Contractor. Contractor shall be bound to carry out the same without claiming any extras.

## **CONTRACT DRAWINGS**

1. In general, drawings shall indicate dimension, position & type of work.
2. Specifications shall indicate the qualities, methods, and bill of quantities shall indicate the quantum and rates. Any work indicated in drawings and not mentioned in the specifications or vice versa shall be furnished as fully set forth in both.
3. Contractor shall not deviate from the drawings and Architects interpretation of the drawings shall be final and without appeal.
4. Errors/inconsistencies discovered in the drawings shall be instantly brought to the notice of the Architect for interpretation and correction, if any.

5. All drawings are the property of the Architect and shall not be used on any other project.
6. Bar bending schedule, if requested by the Architect/Engineer-in-charge shall be furnished to him prior to fabrication.

#### ARCHITECTS INSTRUCTIONS

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

#### SCOPE OF WORK OF CONTRACTOR

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

- a) Setting out of the works in respect of position, level dimensions, alignments, etc. including establishment of bench marks, survey reference points, etc.
- b) Clearance of the site.
- c) Site levelling /terracing within the limits as shown in the drawings or as directed by the Engineer-In-charge/Architect.
- d) Disposal of debris, excavated materials, etc. as per the instructions of the Engineer In-Charge/Architect.
- e) Testing of water, soil and concrete. And any other test as required by CPWD norms
- f) Pumping out rain water/underground water from foundations, excavations and drainage of surface water from work site.
- g) All scaffolding, shorting, centring, shuttering works, etc.
- h) Running and maintenance of all work plants and equipment, tools and tackles, etc. All temporary /enabling works such as approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, work yard, canteens, toilet blocks, labour camp, fencing, etc.
- i) All temporary /enabling works such as approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, work yard, canteens, toilet blocks, labour camp, fencing, etc.
- j) Protection and maintenance of trees, shrubs, green and other surfaces as instructed by the Engineer-In-charge/Architect.
- k) Any other work required in connection with the execution of the contract work.

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

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

### SAMPLES AND SHOP DRAWINGS

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

### PROGRESS CHART

In order to achieve the completion time as stated above, the CONTRACTOR shall submit to the OWNER within 2 (two) weeks from the effective date of Contract of different phases. Agreement a detailed Bar chart/PERT Network showing all the activities including mobilization, site clearance, procurement of major work materials, etc. The list of activities for which the Bar chart/ PERT network has been worked out and their commencement, duration and completion shall be subject to the approval of the OWNER

### ACCESS FOR ARCHITECT/ENGINEER TO THE WORKS

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

### ARCHITECTS STATUS AND DECISIONS

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

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

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

### ENGINEER INCHARGE

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

### CONTRACTORS FIELD ORGANIZATION AND EQUIPMENT

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

### TAXES

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

### STATUTORY OBLIGATIONS

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

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

- a) Employee's Provident Fund Act 1952
- b) Contract Labour Act (Regulations and Abolition 1970)
- c) Minimum Wages Act 1948
- d) Payment of Wages Act 1936
- e) Workmen Compensation Act 1923
- f) Factories Act 1948
- g) Apprenticeship Act 1961

### SUB CONTRACTOR

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

### MEASUREMENT OF WORK

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

### REJECTION

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

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

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

### CERTIFICATES OF PAYMENTS

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

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

### CLAIM FOR EXTRA

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

#### DEDUCTION FOR UNCORRECTED WORK

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

#### FLUCTUATIONS

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

#### POSSESSION BEFORE VIRTUAL COMPLETION

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

#### TIME EXTENSION

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

#### INSPECTION AND TEST

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

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

#### RESPONISBILITY OF COMPLETION

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

#### DAMAGES FOR NON-COMPLETION

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

#### LIQUIDATED DAMAGES FOR DELAY

If the CONTRACTOR fails to complete the work/item (s) of work in all respects and hand over the same to the OWNER within the time stipulated the CONTRACTOR, without prejudice to any other right or remedy of the OWNER on account of such breach, be liable to pay the OWNER liquidated damages at the rate of Rs 5000 per day.

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

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

#### VIRTUAL COMPLETION CERTIFICATE AND DEFECTS LIABILITY PERIOD

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

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

#### MAINTENANCE GUARANTEE / DEFECTS LIABILITY PERIOD

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

- a) The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurations, shrinkage, leakage, dampness or any other defects.
- b) The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work

to make good the faulty work as stated in Article (a) during the maintenance guarantee period.

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

#### PAYMENT WITH HELD

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

#### INJURY TO PERSONS

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

#### INSURANCE

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

#### INSURANCE AGAINST FIRE

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



### COORDINATION OF WORK

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

### LABOUR

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

### SAFETY

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

### ANTIQUITIES

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

### GUARANTEE

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

### TREES AND SHRUBS

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

### ARBITRATION

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

### LIQUIDATION

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

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

#### TERMINATION OF CONTRACT

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

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

**Annual Maintenance for Painting & Whitewash Works at  
SGND Khalsa college, Dev Nagar, New Delhi-110005**

S.No.	Work Description	Units	Rate	Rate in words
<b>1.0</b>	<b>Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.</b>			
a)	Scraping and cleaning of old damaged Wall Paint	Sqm		
b)	Scraping and cleaning of old damaged Ceiling Paint	Sqm		
c)	Scraping and cleaning of old damaged External Wall Paint	Sqm		
<b>2.0</b>	<b>Painting work</b>			
a)	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade. (One or more coats on old work)			
1	Painting work over Walls	Sqm.		
b)	Distemping with 1st quality acrylic distemper (ready made) having VOC content less than 50 gm per ltr. of approved manufacturer and of required shade and colour complete. as per manufacturer's specification. (One or more coats on old work)			
1	Painting work over Walls	Sqm.		
2	Painting work over Ceiling	Sqm.		
c)	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade: One or more coats on old work	Sqm.		
d)	Door and Railing painting with Enamel paint of approved brand and manufacture			
1	Old work (Two or more coat applied)	Sqm.		
e)	Ceiling painting with plastic emulsion paint of approved brand and manufacture to give an even shade: One or more coats on old work	Sqm.		
f)	Finishing walls with Acrylic Smooth exterior paint of required shade (using Jhoola):			
1	Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface	Sqm.		
2	Old work (One or more coat applied @ 0.90 ltr/10 sqm) on existing cement paint surface	Sqm.		

S.No.	Work Description	Units	Rate	Rate in words
<b>3.0</b>	<b>Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.</b>			
a)	POP punning over new internal wall plastered surface.	Sqm		
b)	POP punning over new internal Ceiling plastered surface.	Sqm		
<b>4.0</b>	<b>Scaffolding</b>			
a)	<p>Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal &amp; vertical tubes joint with cup &amp; lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge/Architect.</p> <p>Note:- (1) The elevational area of the scaffolding shall be measured for payment purpose. (2) The payment will be made once only for execution of all items for such works.</p>	Sqm		
<b>5.0</b>	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge/Architect, beyond 50 m initial lead, for all leads including all lifts involved.	Cum		

<b>LIST OF APPROVED MANUFACTURERS</b>		
<b>SNO.</b>	<b>ITEM</b>	<b>APPROVED MANUFACTURER</b>
<b>A</b>	<b>PAINING AND REPAIRING WORK</b>	
1	CEMENT	: BIRLA , JK , LAXMI, AMBUJA
2	AGGREGATE / SAND	: 1st QUALITY LOCALLY AVAILABLE
3	WHITE CEMENT	: JK, BIRLA
8	POP	: GYPSUM INDIA, SAKARNI
9	PAINT	: ICI , BERGER , NEROLAC , DULEX, ASIAN PAINTS
10	TEXTURE PAINT	: SPECTRUM , UNITILE , AEROTEC, ASIAN PAINTS
11	MALAMINE, MATT	: SHALIMAR, ASIAN PAINTS