

**NOTICE INVITING TENDER  
FOR PAINTING WORK  
(LABOUR RATES) AT S.G.T.B.  
KHALSA COLLEGE  
(UNIVERSITY OF DELHI)  
DELHI-110007**

Tender Sale Start date: 5<sup>TH</sup> June 2015  
Tender Sale Close date: 15<sup>th</sup> June 2015  
Tender Opening date: 16<sup>th</sup> June 2015

Prepared by:  
Ranjit Singh and Associates  
1206 Surya Kiran Building, 19 K.G.Marg,  
New Delhi 110001

**Sri Guru Tegh Bahadur Khalsa College  
University Of Delhi, Delhi-110007**

Sealed Tenders are invited by the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, New Delhi-100007, for Painting Works (Labour Rates) at Sri Guru Tegh Bahadur Khalsa College, University of Delhi, from reputed building contractors who have executed three similar works costing not less than 4 Lakhs or two similar works costing not less than 5 lakhs and one similar work costing not less than 9 lakhs of estimated cost in last seven years ending last day of the month previous to the one in which the Tenders are invited. Tenderers shall furnish proof of satisfactory completion of such work issued by the client at the time of issue of tender Document along with their company profile.

Tender documents can be obtained from the office of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, Delhi-110007 on any working day from 5<sup>th</sup> June 2015 to 15<sup>th</sup> June 2015 on payment of Rs.1000/- by crossed cheque in favour of Principal, Sri Guru Tegh Bahadur Khalsa College. This amount is non-refundable. Earnest money deposit of 20,000/- (Rupees Twenty thousand Only) shall accompany the Tender documents in the form of a bank draft in favor of "Principal Sri Guru Tegh Bahadur Khalsa College, University of Delhi,"

To be submitted by 1500-hours on 16<sup>th</sup> June 2015 to the office of Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, Delhi-100007. The Tenders shall be opened on the same day at 1530 hours or the earliest convenient time and day thereafter in the office of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, Delhi-100007.

Issued:

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

Principal,  
Sri Guru Tegh Bahadur Khalsa  
College University of Delhi,

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## APPENDIX

Defects Liability period	6 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 or the date of handing over the site whichever is later
Date of Completion	3 months from the date of commencement
Penalty for delay	5,000/-per day Maximum of 10% of the cost of the works.
Value of work for Interim Certificate	Rs.4,00,000/- (Rupees Four Lakh Only)
Earnest Money Deposit	Rs. 20,000/- ( Rupees Twenty thousand Only)
Retention Percentage	10%(As per the terms and conditions)

**Contractor**

**Employer**

**Sri Guru Tegh Bahadur Khalsa College  
University Of Delhi, Delhi-110007**

Dated .....2015

**NOTICE INVITING TENDERS**

Sealed Tenders are invited on behalf of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, for Painting Works (Labour Rates) at Sri Guru Tegh Bahadur Khalsa College, University of Delhi, Delhi-110007.

- 1) The Architects for this job are M/s Ranjit Singh & Associates, 1206 Surya Kiran Bldg, 19 Kasturba Gandhi Marg, New Delhi –110001. Ph. 23312688 Fax: 41510129 Email: rsa1206@msn.com.
- 2) The Tender shall be submitted in the prescribed form.
- 3) The works are required to be completed within the period of three months from the date of commencement.
- 4) The date of commencement shall be from the 10<sup>th</sup> day after the date on which the Architect/Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later.
- 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 site is expected to be handed over immediately. The contractor will prepare and submit a Phasing Plan with Bar Chart of all construction activities with targeted dates of completion for all the construction activities.
- 6) Tender documents consisting of terms and conditions and Tender schedule can be obtained from the office of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, on any working day from 5<sup>th</sup> June 2015 to 15<sup>th</sup> June 2015 on the payment of Rs. 1,000/- by crossed cheque in favour of Principal, Sri Guru Tegh Bahadur Khalsa College. This amount is non-refundable.
- 7) Completed Tenders should accompany PAN number, TIN number/Service Tax registration number of the Contractor
- 8) Plans, specifications etc. pertaining to the works can be inspected in the office of M/S Ranjit Singh & associates, 1206 Surya Kiran Bldg, 19 Kasturba Gandhi Marg, New Delhi 110001, during Office hours on any working day OR in the office of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, with prior appointment. Generally, the specifications will be the same as in the existing building except where specified otherwise.
- 9) Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders as the nature of the ground and sub-soil (so far as practicable), the form and the nature of the site, the means of access to 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. Tenderer 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.

- 10) Submissions of the tender document by the Tenderer 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.
- 11) A Tenderer should quote in figures as well as in words rate(s) Tendered/documented. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words "RS" should be written before the figure of rupees and the words "paise" should be written at the end. Unless the rate is in whole rupees and followed by the word "only" it should invariably be upto two places of decimals.
- 12) All rates shall be quoted only on the tender form.
- 13) Tender shall be received by the office of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, upto 1500 hours on the 16<sup>th</sup> June 2015 and shall be opened at 1530 hours on the same day in the presence of the tenderers, who may be present or the earliest convenient time and day thereafter.
- 14) The Tender shall be accompanied by earnest money deposit of Rs. 20,000/-, in the form of a demand draft in favor of the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi.
- 15) On acceptance of the Tender, earnest money will be treated as a part of the security.
- 16) The Tenderer, whose tender document is accepted, shall permit the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, at the time of making any payments to him for works done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposited amount to the following % of the cost of the work: -
  - 10% of the bill amount.
  - 50% of the security money will be released along with the final payment and the balance after expiry of the successful performance of the Defects Liability Period.
- 17) Sri Guru Tegh Bahadur Khalsa College, (University of Delhi) will return the earnest money where applicable, to every unsuccessful tenderer on return of all the tender documents.
- 18) A tenderer shall submit the tender, which satisfies each and every condition laid down in this notice, falling which the tender document will be liable to be rejected.
- 19) Sri Guru Tegh Bahadur Khalsa College, (University of Delhi) does not bind itself to accept the lowest or any tender or to give any reasons for their decision.
- 20) Sri Guru Tegh Bahadur Khalsa College, (University of Delhi) reserves to itself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- 21) Sales-tax/VAT (except 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 Tegh Bahadur Khalsa College, University of Delhi, will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned

department on demand and it will be reimbursed to him by Sri Guru Tegh Bahadur Khalsa College, University of Delhi, after satisfying that it has been actually and genuinely paid by the contractor

22) T.D.S./ for income tax and Vat(WCT) 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 Tegh Bahadur Khalsa College, University of Delhi.

23) This notice of tender document shall form part of the contract documents.

**Contractor :**  
Duly authorized to sign the  
On Behalf of M/s

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.....  
.....

Signature.....  
Date.....  
Email.....  
Postal Address.....

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.....  
.....

**Owner:**  
**For and on behalf of**  
**Sri Guru Tegh Bahadur Khalsa College,**

Authorized Signatory

To,

The Principal  
Sri Guru Tegh Bahadur Khalsa College,  
University of Delhi  
Delhi-110007.

Dear Sir,

I/We have read and examined the following documents relating for Painting Works (Labour Rates) at Sri Guru Tegh Bahadur Khalsa College, University of Delhi.

- 1) Notice inviting Tenders Specifications
- 2) General Conditions of Contract
- 3) Special Conditions
- 4) TENDER Schedule

I/We hereby quote 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 60 Days from the due date of submission thereof and not make any modifications in the terms and conditions which are not acceptable to the Sri Guru Tegh Bahadur Khalsa College, University of Delhi.

A sum of Rs.20,000/- (Bank Draft No.....Dated.....) is hereby forwarded in Bank Draft in the favor of Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, as earnest money. If I/we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to principal Sri Guru Tegh Bahadur Khalsa College, University of Delhi. I/We agree that Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, 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 hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If after the tender is accepted, I/we fail to commence the execution of the works as provided in the conditions, I/we agree that Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money



absolutely.

I/We agree that should Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi. Decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by us forth-with, the Principal, Sri Guru Tegh Bahadur Khalsa College, University of Delhi, of may at its option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us or otherwise.

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. Specifications, along with the correction slips; 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 the Sri Guru Tegh Bahadur Khalsa College, University of 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 Architect in respect of such damages/injuries.
3. The serviceable materials out of the dismantled materials if any will be properly stacked by the Contractor as directed by the Engineer-in-charge. All serviceable dismantled materials shall be college property and contractor shall stack the same properly at his own cost as per instructions of the Engineer In charge and hand over the same to the college authorities
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 Sri Guru Tegh Bahadur Khalsa College, University of Delhi, 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. The Contractor shall give his PAN card color photocopy and TIN number
7. Under this contract no escalation in the cost of labour or material shall be allowed.
8. Rates quoted shall be applicable equally to all floors and shall include all lift and lead unless specified. No extra on this account shall be payable
9. Water shall be arranged by the tenderer himself. In case it is available, the same can be provided by the College authorities at one point. A recovery @ 1% for water charges shall be recovered on gross value of work done
10. Rates quoted by the contractor shall be inclusive of all items of work listed below and Any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the 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

## **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 Tegh Bahadur Khalsa College, University of Delhi, Delhi-110007.
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 Tegh Bahadur Khalsa College, University of Delhi, delhi-110007.
5. Work: The term “work” includes both labour and material of the Contractor/Sub-Contractor.
6. Time limits: Time limits or 6 months stated in the contract are essence of the contract.
7. Law: law of the place of work shall govern the construction under this contract.
8. Virtual completion: date of virtual completion is the date when the construction is sufficiently completed in accordance with the contract documents, including modifications, if any.
9. Contract documents: shall consist of the following
  - a) Articles of agreement
  - b) General and special conditions of contract
  - c) Technical specifications
  - d) Bills of quantities

## **TYPE OF CONTRACT**

It shall be 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.

## **SCHEDULE OF QUANTITIES**

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

## CONTRACT DRAWINGS

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

## ARCHITECTS INSTRUCTIONS

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

## SCOPE OF WORK OF CONTRACTOR

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

- a) Setting out of the works in respect of position, level dimensions, alignments, etc. including establishment of bench marks, survey reference points, etc.
- b) Clearance of the site.
- c) Site leveling /terracing within the limits as shown in the drawings or as directed by the Engineer In charge.
- d) Disposal of debris, excavated materials, etc. as per the instructions of the Engineer In-Charge
- e) All scaffolding, shorting, centering, shuttering works, etc.
- f) Running and maintenance of all construction plants and equipment, tools and tackles, etc.
- g) All temporary /enabling works such as approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet blocks, labour camp, fencing, etc.
- h) Protection and maintenance of trees, shrubs, green and other surfaces as instructed by the Engineer In charge.
- i) 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 , labors of every description, energy and water and all tools, tackles, plant and transport necessary for proper execution of the work to the entire satisfaction of the OWNER.

#### SAMPLES AND SHOP DRAWINGS

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

#### PROGRESS CHART

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

#### ACCESS FOR ARCHITECT TO THE WORKS

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

#### ARCHITECTS STATUS AND DECISIONS

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

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

1. Variation or modification of the design
2. Quality or quantity of work, addition/alteration/omissions and substitutions of any work
3. Any discrepancy and divergence between drawings and specifications.
4. Removal and re-erection of any works executed by the Contractor
5. Dismissal of any persons employed on the site, who in the opinion of the Architect is not fit for the job.

6. Opening up for inspection any work-covered up
7. Amending and making good any defects under defects liability period
8. Removal from site, any materials brought by the Contractor, which in the opinion of the Architect is not up to the desired standard.
9. Delay and extension of time
10. Postponement of any work

#### ENGINEER INCHARGE

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

#### CONTRACTORS FIELD ORGANIZATION AND EQUIPMENT

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

#### TAXES

Sales-tax/VAT (except 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 Tegh Bahadur Khalsa College, University of Delhi, will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by Sri Guru Tegh Bahadur Khalsa College, University of Delhi, after satisfying that it has been actually and genuinely paid by the contractor

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

### REJECTION

If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfill the requirements of the agreement, the Engineer In Charge shall give the CONTRACTOR notice in writing setting-forth particulars of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement. Any materials, equipment, etc. brought to the site and found to be not in accordance with the agreement, shall be rejected by the Engineer In-Charge and the CONTRACTOR shall remove the materials from the site within the period specified by the Engineer In-Charge. The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per above.

### CERTIFICATES OF PAYMENTS

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

tax applicable at the time of making payment.

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

#### CLAIM FOR EXTRA

It shall be the responsibility of the Contractor to inform the Architect of the extra claim, if any and get a written approval from the Architect before proceeding with the work.

#### DEDUCTION FOR UNCORRECTED WORK

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

#### FLUCTUATIONS

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

#### POSSESSION BEFORE VIRTUAL COMPLETION

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

#### TIME EXTENSION

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

#### 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 labor and materials necessary to complete the items of work in all respects.

#### DAMAGES FOR NON-COMPLETION

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



### LIQUIDATED DAMAGES FOR DELAY

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

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

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

### VIRTUAL COMPLETION CERTIFICATE AND DEFECTS LIABILITY PERIOD

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

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

### MAINTENANCE GUARANTEE / DEFECTS LIABILITY PERIOD

Maintenance Guarantee period will be 6 months from the actual date of completion and handing over to the OWNER.

- a) The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, 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, search for the causes of any defects, imperfection or fault under the direction of the ENGINEER IN CHARGE. The cost of such search shall be borne by the CONTRACTOR.
- d) At intervals specified by the ENGINEER IN CHARGE the CONTRACTOR, along with the ENGINEER IN CHARGE, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the CONTRACTOR shall take immediate steps to rectify the same, failing which; the ENGINEER IN CHARGE may get the defects rectified at the risk and cost of the CONTRACTOR.

- e) At the end of the maintenance guarantee period, the CONTRACTOR, along with the ENGINEER IN CHARGE, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the ENGINEER IN CHARGE. If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the ENGINEER IN CHARGE and the CONTRACTOR shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.
- f) Upon successful completion of the maintenance guarantee period the OWNER shall issue final acceptance certificate to the CONTRACTOR

#### PAYMENT WITH HELD

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

#### INJURY TO PERSONS

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

#### INSURANCE

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

#### INSURANCE AGAINST FIRE

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

#### COORDINATION OF WORK

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

#### LABOUR

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

#### SAFTEY

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own

expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### 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 Architect 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.

#### LIQUIDATION

If the CONTRACTOR commences to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, 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 receiver liquidator 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 contravene 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.

## **SECTION I PAINTING WORKS**

The rates quoted below shall include the following:

1. Cleaning and final preparation of base, sub-grade or sub-floors by trimming undulations etc.
2. Work in patches, narrow widths, small quantities, curved surfaces, projected bands, setbacks, Offsets corbels, architrave's etc.
3. Repairing and finishing the junctions of skirting and dados with POP mix with White Cement plaster
4. Finishing the edge of electrical fittings and boxes etc.
5. Use of scaffolding, cradles etc., dust sheets and other coverings for the protections of fixtures, fittings, furniture, floors etc.

### **Procedure for Interior Painting Works**

#### **Pre-painting**

- 1) Check surface for incidence of dampness or water seepage and inform the Engineer In Charge about any seepage problem discovered at the site. The civil repair works will be carried out by the college authorities.
- 2) Any loose plaster should be removed from the wall. Check for loose plaster by tapping on the walls. A hollow sound indicates loose plaster. Inform the Engineer In Charge about any loose plaster discovered at the site. The civil repair works will be carried out by the college authorities.
- 3) Please ensure proper curing time (7 to 21 days depending on extent of plastering). When re-plastering is done it should be given proper drying and stabilising time to bridge the cracks or smoothen the surface.

#### **Surface Preparation**

- 1) Remove loose particles and paint flakes. Scrape with sandpaper to ensure that the surface is dry and free from dust, dirt or grease.
- 2) Previous coatings of lime wash or powder distemper or cement paint must be thoroughly scraped off. Earlier coatings of oil or synthetic emulsion paints, if in good condition, need not be removed. However, the gloss or sheen of such coating must be removed by thorough sanding.
- 3) Cracked or flaked paint must also be completely removed.
- 4) Fungus affected areas need to be given a separate treatment. Make a 5-10% solution of

bleach powder in water and apply on affected areas with brush or sponge. Wash the walls with clean water after an interval of 8-10 hours. Allow the surface to dry sufficiently.

### **Painting**

- 1) Apply a coat of wall primer. Use Solvent Thinnable wall Primer on absorbent surfaces and use Water Thinnable Wall Primer on new surfaces.
- 2) Fill and level the minor undulations of wall by applying putty. In case of major undulations on the wall surface, POP (Plaster of Paris) work needs to be carried out. Ensure that the surface is uniformly smooth by sanding after POP or putty work.
- 3) One liberal coat of Wall Primer (solvent thinned or water thinned) is recommended on puttied areas before the application of top coat. The primer should be allowed to dry for 10 - 12 hours. If the primer coat is not applied over the puttied areas, there can be a patchy appearance of the top coat.
- 4) Avoid application of putty or filling compound while painting exterior surfaces. Fill up cracks with a 1:3 (by volume) cement and sand mixture.

### **EXTERIOR SURFACES**

For exterior surfaces it is very important to undertake repairs of any wall imperfections before commencing painting. The most common problem with exterior walls, especially old constructions, is cracks in the wall. Avoid applying putty or filling compound while painting exterior surfaces. Fill up cracks with a 1:3 cement and sand mixture. All external drainage pipes must be checked for rusting or leakage. Any faulty plumbing must be rectified. Inform the Engineer In Charge about any wall imperfections discovered at the site. The civil repair works will be carried out by the college authorities.

#### **Surface Preparation**

- 1) Newly plastered surfaces must be allowed to cure for at least 35 to 45 days before painting. To ensure long protection, the surface to be painted should be free from dust, grease and any loose materials.
- 2) Remove any fungus and algae growth thoroughly by brushing it vigorously with wire brush and then cleaning it with bleaching powder solution in water (dissolve 10% bleaching powder in 1 litre of water, filter the solution and apply with a brush or sponge). This treatment should be done with greater care on the top of the awnings, sunshades, parapets and other horizontal surfaces where water is likely to accumulate during monsoon.
- 3) Previously oil painted surfaces should be sanded thoroughly to remove loose particles and made dull and matte for better adhesion. Exterior rough surfaces, previously coated with cement paint, should be wire brushed and washed with water thoroughly and dried completely. Before painting, ensure that the surface is free from chalking.
- 4) The exterior surface should not be affected by water and constant dampness should be avoided. If you are painting during the rains, allow for 2-3 days of total sunshine for the surface to dry out completely and before commencing painting.

## Painting

- 1) Apply a liberal coat of Exterior Wall Primer using manufacture recommended method.
- 2) Apply two coats of top coat paint at recommended dilution
- 3) A gap of 4 to 6 hours must be given between two coats.
- 4) Horizontal surfaces like the tops of chajjas and parapets must be given an additional coat for greater protection.

S.No	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
<b>1.00</b>	<b>PAINTING WORK</b>				
1.01	<p>Labour rates for Internal painting works of various buildings at all heights and levels as per procedure mentioned above i.e. surface preparation (scrapping, sanding, cleaning), primer, putty and painting 2 or more coats as per the directions of the engineer incharge. The rates shall be the same irrespective of the type of paint used i.e. acrylic emulsion/enamel etc.</p> <p>Contractor's scope includes all tools &amp; plants, paint brushes &amp; rollers of approved makes, ropes, lifts, ladders, safety equipment's, scaffolding and all other equipment's as may be required to complete the works successfully. Consumable Paint materials will be issued at one point from the college stores. All lifts and leads will be in the contractors' scope.</p>	SQM	25,500		
1.02	<p>Labour rates for External painting works of various buildings at all heights and levels as per procedure mentioned above i.e. surface preparation (scrapping, sanding, cleaning), primer, putty and painting 2 or more coats as per the directions of the engineer in-charge. The rates shall be the same irrespective of the type of paint used i.e. apex type /snowcem type /distemper type etc.</p> <p>Contractor's scope includes all tools &amp; plants, paint brushes &amp; rollers of approved makes, ropes, lifts, ladders, safety equipment's, scaffolding and all other equipment's as may be required to complete the works successfully. Consumable Paint materials will be issued at one point from the college stores. All lifts and leads will be in the contractors' scope</p>	SQM	21000		
	<b>TOTAL OF PAINTING WORK</b>			<b>Rs.</b>	