कॉलेज ऑफ वोकेशनल स्टडीज (दिल्ली विश्वविद्यालय)

त्रिवेणी शेख सराय फेंस-॥, नई दिल्ली-110017 दूरभाष : +91-11-29258544 / 29258792 फैक्स : +91-11-29256117



College of Vocational Studies (University of Delhi)

Triveni (Sheikh Sarai) Phase -II, New Delhi-110017, India Tel.: +91-11-29258544 / 29258792 Fax: +91-11-29256117

संदर्भ संख्या Ref. No. CVS | 2018/743 दिनांक Dated

03.08.2018

E-TENDER NOTICE

EXPERIENCED MANUFACTURERS/CHANNEL PARTNER FOR PROJECT OF CONSTRUCTION OF DOUBLE STORIED STRUCTURE IN PRE-FABRICATED INSULATED [CONFORMING TO {IS 4671 : 1984}] SANDWICHED DOUBLE SKIN IN FLAT CEMENT PARTICLE BOARD SHEET-ASBESTORS FREE [CONFORMING {IS 14276 : 1995}] IN W-PROFILE FOR ADDITIONAL CLASS ROOMJS, STAFF ROOMS AND TOILET [CIVIL & STRUCTURAL, INTERNAL & EXTERNAL FINISHES PUBLIC HEALTH ENGG. INTERNAL & EXTERNAL ELETRICAL] FOR COLLEGE

DATE & TIME OF ISSUE OF TENDER DOCUMENT	From 03.08.2018 by 06.00P.M.
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT THROUGH ONLINE	03.09.2018 up to 11.00 A.M.
DATE & TIME FOR OPENING OF TENDER DOCUMENT -	04.09.2018 at 11.00 A.M. through e-portal
TECHNICAL/FINANCIAL BID	

• The e-Tender Form can be filled up from the e-procurement portal.

PRINCIPAL

M

TENDER DOCUMENTS

FOR THE PROJECT

CONSTRUCTION OF DOUBLE STORIED STRUCTURE IN PRE-FABRICATED INSULATED [CONFORMING TO IS 4671: 1984]
SANDWICHED DOUBLE SKIN IN FLAT CEMENT PARTICLE BOARD SHEET
- ASBESTORS FREE [CONFORMING IS 14276: 1995] IN W-PROFILE FOR ADDITIONAL CLASS ROOMS, STAFF ROOMS AND TOILETS [CIVIL & STRUCTURAL, INTERNAL & EXTERNAL FINISHES, PUBLIC HEALTH ENGG, INTERNAL & EXTERNAL ELECTRICAL]
FOR

COLLEGE OF VOCATIONAL STUDIES, TRIVENI INSTITUTIONAL AREA, SHEIKH SARAI – II, NEW DELHI – 110 017

CONTACT PERSON:

Mr. Manoj Sharma COLLEGE OF VOCATIONAL STUDIES, TRIVENI, SHEIKH SARAI - II, NEW DELHI – 110 017 Ph:011 29258544 Extn. 208

Time: Monday to Friday 9:00Am to 5:00Pm

CONTENTS:

- **❖** PRESS NOTICE
- **❖** NOTICE INVITING TENDER
- **❖** INSTRUCTION TO TENDERER
- ❖ GENERAL TERMS & CONDITIONS
- **❖** SPECIAL CONDITION OF CONTRACT
- **❖ LIST OF APPROVED MAKES**

College of Vocational Studies [University of Delhi], Triveni Institutional Area, Sheikh Sarai – II, New Delhi – 110 017

E-Tender Notice No. Date:01/08/2018 **E-Tender Notice**

College of Vocational Studies [University of Delhi], Triveni Institutional Area, Sheikh Sarai – II, New Delhi – 110 017 hereby invites item rate e-tender for two bid system from qualified and experience manufacturers / channel partner for Construction of Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671:1984] Sandwich double skin in flat cement particle board sheet [Asbestos free] in W-Profile conforming to IS 14276:1995.

S. No.	Name of work	Estimated cost of work in Rs.	Cost of Tender in Rs.	Earnest Money deposit in Rs.	Bidder required with experienced in similar type of project i.e., Double Storied Bidg. Structure in Pre-fabricated Insulated Sandwich flat Cement particle board sheet [IS 14276: 1995] in W-Profile and in terms of value of works executed in last 05 year ending on 31st March '2018	Registration required	Time of comple- tion
1.	Construction of Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671:1984] Sandwiched Double Skin in flat cement particle board sheet - Asbestos free [Conforming IS 14276:1995] in W-Profile for Additional Class Rooms, Staff Rooms and Toilets [Civil & Structural, Internal & External Finishes, Public Health Engg, Internal & External Electrical] for College of Vocational Studies, Triveni Institutional Area, Sheikh Sarai – II, New Delhi – 110 017.	422 Lacs	4,000/-	8,40,000/-	2 Works of Rs. 210 Lacs each / 1 Work of Rs. 360 Lacs of any Govt. / PSU / Semi - Govt. / Govt. of India undertaking, Corporate Sector and Large Pvt. Sector.	with market standing of 20 years plus or channel partner who	08 Months

Date of release of invitation for Bids through e-procurement: 01/08/2018

Last Date/Time for receipt of Bids Through e-procurement: 30/08/18 upto 11:00 AM

For further details please log on to http://www.cvs.edu.in/, http://www.du.ac.in and https://eprocure.gov.in/cppp/

Principal College of Vocational Studies

COLLEGE OF VOCATIONAL STUDIES

[University of Delhi]
Triveni Institutional Area, Sheikh Sarai - II,
New Delhi - 110 017
Phone No.: 011-29258544 / 29258792,

Telefax: 011-29256117

NOTICE INVITING E-TENDER

Item rate e-tenders by way of two bid system are invited online from qualified and experience manufacturers / channel partner for Construction of Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671: 1984] Sandwich double skin in flat cement particle board sheet [Asbestos free] in W-Profile conforming to IS 14276: 1995. ELIGIBILITY:

S. No.	Name of work	Estimated cost of work in Rs.	Cost of Tender in Rs.	Earnest Money deposit in Rs.	Bidder required with experienced in similar type of project i.e., Double Storied Bldg. Structure in Pre-fabricated Insulated Sandwich flat Cement particle board sheet [IS 14276: 1995] in W-Profile and in terms of value of works executed in last 05 year ending on 31st March '2013	Registration required	Time of comple- tion
1.	Construction of Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671: 1984] Sandwiched Double Skin in flat cement particle board sheet - Asbestos free [Conforming IS 14276: 1995] in W-Profile for Additional Class Rooms, Staff Rooms and Toilets [Civil & Structural, Internal & External Finishes, Public Health Engg, Internal & External Electrical] for College of Vocational Studies, Triveni Institutional Area, Sheikh Sarai – II, New Delhi – 110 017	422 Lacs	4,000/-	8,40,000/-	2 Works of Rs. 210 Lacs each / 1 Work of Rs. 360 Lacs of any Govt. / PSU / Semi - Govt. / Govt. of India undertaking, Corporate Sector and Large Pvt. Sector.	with market standing of 20 years plus or channel partner who	08 Months

Note :-

1. Time Schedule of Tender:

Sl.No.	Particulars	Date	Time (IST)
a.	Tender Publication Date	Date and Tim	e as mentioned
b.	Document download Start Date	in the website)
c.	Document download End Date		
d.	Bid Submission Start Date		
e.	Bid Submission End Date		
f.	Start Date for seeking Clarification on-line		
g.	Last Date for seeking Clarification on-line		
h.	Bid Opening Date		

2. The tenderers / bidders shall be required to submit the Tender Document cost Rs. 4,000/-(Rupees Four Thousand Only) and EMD of Rs. 8,40,000/-[Rupees Eight Lakh Forty Thousand only] in form of demand draft of any scheduled bank in sealed envelope both in favour of "Principal, College of Vocational Studies", payable at Delhi. Tenders received without Tender document cost and EMD shall be liable to be rejected.

3. TECHNICAL BID should consist of the following documents with Weightage and marks. All the documents (uploaded in pdf format) submitted should be duly attested from gazetted officers at the time of submission of tender forms / documents:

S. No.	Criteria	Weightage	Marks obtained
a.	Completion certificate from the client [appropriate authority] stating nature of the project, value of the project, start and completion [successful] date of the project along with self-attested and certified photographs of the respective work executed for the similar nature i.e., Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671: 1984] Sandwich double skin in flat cement particle board sheet [Asbestos free] in W-Profile conforming to IS 14276: 1995.	45	-
b.	Manufacturer itself with market standing of 20 years plus or channel partner who had association of minimum 8 years plus with establishment with Mother: Manufacturing Company with product compliance to IS 14276: 1995 & IS 4671: 1984.	35	_
c.	Should have adequate in-house infrastructure of Workshop and Technical Staff		
i.	Workshop	10	_
ii.	Details of Technical Staff [Project Manager / Engineer and Supervisor] in terms of technical qualification & experience with copy of supporting documents [attested by gazetted officer], who would be engaged on the project throughout and would have been on company's permanent roll for atleast 03 years with photo identification.	10	_

Note:

- 1. Criteria mentioned above is just minimum requirement. The client may at his discretion may upgrade the criteria. No complaint on this account will be entertained. Bidders had to score in all discipline mentioned above with totaling [gross] of 75% & above will only be considered for pre-qualification. Bidders who fails to score in any discipline mentioned above will be considered as failure in Technical Bid and his bid would be rejected straight way and his financial bid would not be opened for further consideration.
- 2. In this tender Contractor [Civil] word refers to manufacturer / authorized channel partners [In association of 8 years with Mother: Manufacturing Company with product compliance to **IS 14276: 1995** & **IS 4671: 1984**.].
- 4. The Financial bid consist of duly filled the item rates B.O.Q. [Bill of Quantities] mentioned in the Schedule of Quantities, (only in .xls format) thoroughly filled should be uploaded.
- 5. Envelope containing EMD and Tender fee of all tenders shall be opened first and then after of successful bidders Technical Bid regarding scoring of minimum percentage marks would be evaluated and parties shall be qualified / disqualified by the competent Authority / Tender Evaluating committee. Tender Evaluating committee may personally check the projects mentioned by the contractor for which contractor is required to support the committee. Financial bid of qualified tenderers shall then be opened at notified time, date and place as desired by the Tender Evaluating Committee at the time of opening of Technical Bid.

6.	Tender forms are non-transferable. All the Terms & Conditions attached along	with tender documents shall
	be applicable.	
		Principal College of Vocational
		Studies

COLLEGE OF VOCATIONAL STUDIES

[University of Delhi]
Triveni Institutional Area, Sheikh Sarai - II,
New Delhi – 110 017

INSTRUCTION TO TENDERERS

Item rate e-tenders by way of two bid system are invited online from qualified and experience manufacturers / channel partner for "Construction of Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671: 1984] Sandwiched Double Skin in flat cement particle board sheet - Asbestos free [Conforming IS 14276: 1995] in W-Profile for Additional Class Rooms, Staff Rooms and Toilets [Civil & Structural, Internal & External Finishes, Public Health Engg, Internal & External Electrical] for College of Vocational Studies, Triveni Institutional Area, Sheikh Sarai - II, New Delhi - 110 017"

- 1. The tenderers / bidders shall be required to submit the Tender Document cost Rs. 4,000/-(Rupees Four Thousand Only) and EMD of Rs. 8,40,000/-[Rupees Eight Lakh Forty Thousand only] in form of demand draft of any scheduled bank in sealed envelope both in favour of "Principal, College of Vocational Studies", payable at Delhi. Tenders received without Tender document cost and EMD shall be liable to be rejected.
- 2. TECHNICAL BID should consist of the following documents with Weightage and marks. All the documents (uploaded in pdf format) submitted should be duly attested from gazetted officers at the time of submission of tender forms / documents:

S. No.	Criteria	Weightage	Marks obtained
a.	Completion certificate from the client [appropriate		_
	authority] stating nature of the project, value of the		
	project, start and completion [successful] date of the		
	project along with self-attested and certified		
	photographs of the respective work executed for the		
	similar nature i.e., Double Storied Structure in Pre-		
	fabricated Insulated [Conforming to $IS\ 4671:1984$]		
	Sandwich double skin in flat cement particle board sheet		
	[Asbestos free] in W-Profile conforming to IS 14276: 1995.		
b.	Manufacturer itself with market standing of 20 years	35	_
	plus or channel partner who had association of minimum		
	8 years plus with Mother: Manufacturing Company with		
	product compliance to IS 14276 : 1995 & IS 4671 : 1984.		
c.	Should have adequate in-house infrastructure of		
	Workshop and Technical Staff		
i.	Workshop	10	_

S. No.	Criteria	Weightage	Marks obtained
ii.	Details of Technical Staff [Project Manager / Engineer	20	_
	and Supervisor] in terms of technical qualification &		
	experience with copy of supporting documents [attested		
	by gazetted officer], who would be engaged on the		
	project throughout and would have been on companies		
	permanent roll for atleast 03 years with photo		
	identification.		

Note:

- 3. Criteria mentioned above is just minimum requirement. The client may at his discretion may upgrade the criteria. No complaint on this account will be entertained. Bidders had to score in all discipline mentioned above with totaling [gross] of 75% & above will only be considered for pre-qualification. Bidders who fails to score in any discipline mentioned above will be considered as failure in Technical Bid and his bid would be rejected straight way and his financial bid would not be opened for further consideration.
- 4. In this e-tender Contractor [Civil] words refers to manufacturer / authorized channel partners [In association of 8 years with Mother: Manufacturing Company with product compliance to IS 14276: 1995 & IS 4671: 1984.].
- 1. The **Financial bid** consist of duly filled the item rates B.O.Q. [Bill of Quantities] mentioned in the Schedule of Quantities, (only in .xls format) thoroughly filled should be uploaded.
- 2. Envelope containing EMD and Tender fee of all tenders shall be opened first and then after of successful bidders Technical Bid regarding scoring of minimum percentage marks would be evaluated and parties shall be qualified / disqualified by the competent Authority / Tender Evaluating committee. Tender Evaluating committee may personally check the projects mentioned by the contractor for which contractor is required to support the committee. Financial bid of qualified tenderers shall then be opened at notified time, date and place as desired by the Tender Evaluating Committee at the time of opening of Technical Bid.
- 3. Tenderers will be required to produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works of magnitude specified:

 "Two similar works each costing not less than Rs. 210 00 lacs or One similar works costing
 - "Two similar works each costing not less than Rs. 210.00 lacs or One similar works costing not less than Rs. 360.00 lacs in last 5 years ending on 31st March' 2018. For the purpose of this clause 'Similar Work' means "Pre-fabricated Double skin in flat cement particle board sheet [Asbestors free] in W-Profile conforming to IS 14276: 1995 with miscellaneous items".
- 4. The work is estimated to cost Rs. 4,22,00,000.00. This estimate, however, is given merely as a rough guide.
- 5. The Tenderer must inspect the site located at College of Vocational Studies, Triveni Institutional Area, Sheikh Sarai II, New Delhi 110 017.

- 6. Agreement shall be drawn with the successful tenderer. Tenderer shall quote his rates as per terms and conditions of the said items in the prescribed form which shall form a part of the agreement.
- 7. The time allowed for carrying out the work will be **Eight [8] months** from the date written orders to commence work on the site.
- 8. Tender documents consisting of specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the Civil contractor and other necessary documents can be downloaded from http://www.du.ac.in and https://eprocure.gov.in/cppp/ Payment of Rs. 4,000/- in the form of Demand Draft in favour of "Principal, College of Vocational Studies", payable at Delhi as cost of the tender should be submitted with EMD. Tenders not accompanied by the Tender document Fee in the form of Demand Draft shall be summarily rejected.
- 9. Earned Money of Rs. 8,40,000.00 [Rupees Eight Lacs Forty Thousand only] in the form of Demand Draft of any scheduled Bank, drawn in favour of "Principal, College of Vocational Studies", must accompany along with tender. Tenders not accompanied by the Earnest Money in the form of Demand Draft shall be summarily rejected.
- 10. **Demand Drafts** in sealed envelope cover super-cribbing the name of the work on top must reach the office of the **Principal**, **College of Vocational Studies**, Triveni Institutional Area, Sheikh Sarai II, New Delhi on or before 11.00 A.M. on Bid submission end date and the same will be opened on bid opening day in presence of tenderers who may wish to be present.
- 11. The Civil Contractor whose tender is accepted will be required to furnish performance guarantee of 5% [Five percent] of the accepted amount of work for a period till time of completion [Two months extra in addition to specified time of completion for e.g. 2 + 8 = 10 months]. This guarantee shall be in accordance with the prescribed form. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work.
- 12. The Civil contractor, whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the accepted value of the work. The Security Deposit will be collected by deductions from the running bills of the contractor [Civil] at the rates mentioned above. The earnest money deposited at the time of tenders, should be returned back immediately after going into the Agreement at the earliest. The security deposit shall be refunded only after the completion of Defect liability period i.e., 6 [six] months after record of completion certificate or payment of final bill whichever is latter.
- 13. **The description of the work is as follows** "Construction of Double Storied Structure in Pre-fabricated Insulated [Conforming to IS 4671 : 1984] Sandwiched Double Skin in flat cement particle board sheet Asbestors free [Conforming IS 14276 : 1995] in W-Profile for Additional Class Rooms, Staff Rooms and Toilets [Civil & Structural, Internal & External Finishes, Public Health Engg, Internal & External Electrical] for College of Vocational

Studies, Triveni Institutional Area, Sheikh Sarai - II, New Delhi - 110 017" Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders. The form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Water and electricity both will be provided at one point by client on chargeable basis @ 3% of the actual contract value. Submission of a tender by a 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 of conditions and rates and other factors having a bearing on the execution of the work.

- 14. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 15. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the **contractors [Civil]** who resort to canvassing will be liable to rejection.
- 16. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 17. The **Civil Contractor** shall not be permitted to tender for works with **College of Vocational Studies [CVS]** if his relative is posted in the college in any capacity.
- 18. The tender for works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the College of Vocational Studies, then the department shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 19. This Notice Inviting Tender shall form a part of the contract document.
- 20. GST and Turnover Tax or any other Govt. levies prevailing at and till the pendency of this project are to be born by the contractor and should be included in the rate. Any further new taxes is being imposed by the Govt. will be paid separately as applicable as and when required by the client.
- 21. In the event of the tender being submitting by a firm, it must be signed separately by each

- partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender.
- 22. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where **contractors** [Civil] are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- 23. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work, Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but **contractors [Civil]** who wish to tender for two or more different works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate[s] must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
- 24. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending **contractors [Civil]** who may be present at the time. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the **contractor [Civil]** who shall thereupon for the purpose of identification sign copies of the specifications and other documents. In the event of a tender being rejected, the earnest money shall thereupon be returned to the **contractor [Civil]** remitting the same, without any interest.
- 25. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 26. The receipt of an accountant or clerk for any money paid by the **contractor [Civil]** will not be considered as any acknowledgment or payment to the officer inviting tender and the **contractor [Civil]** shall be responsible for seeing that he procures a receipts signed by the officer inviting tender or a duly authorized cashier.
- 27. Use of correcting fluid, anywhere in tender document or resubmitting of tender is not permitted. Such tender is liable for rejection.
- 28. In the case of item Rate Tenders, only rates quoted shall be considered. Rates quoted by the **contractor [Civil]** in item rate tender (.xls file) in figures shall be accurately filled. In event no rate has been quoted for any item[s], leaving space in figure[s] blank, it will be presumed that the **contractor [Civil]** has included the cost of this / these item[s] in other items and rate for such item[s] will be considered as zero and work will be required to be executed accordingly.
- 29. All rates shall be quoted on the tender form. The amount for each item should be worked out. Special care should be taken to write the rates in figures (there should be no copy pasting). The rates in words will reflect automatically, so need to be extra careful in entering the rates in figures. The total amount will be calculated automatically.

- 30. On acceptance of the tender, the name of the accredited representative[s] of the **civil contractor** who would be responsible for taking instructions from the **Principal, CVS** shall be communicated to the **Principal, CVS**.
- 31. The Tender for composite work includes in addition to Pre-fabricated Double skin insulated sandwiched in flat cement particle board shutter in W-Profile conforming to IS 14276: 1995 work and all other works such as Civil, Electrical, Public Health...etc. work. The tender apart from being a registered manufacturer with market standing of 20 years plus or channel partner who had association of 8 years plus with mother manufacturing company with product compliance to IS 14276: 1995 & IS 4671: 1984, must associate himself with agencies which are eligible to tender for Civil, Electrical, Public Health...etc. work in the composite tender.
- 32. It will be obligatory on the part of the tenderer to sign the tender documents for all Components [The schedule of quantities, conditions and special conditions etc.] After the work is awarded, the **contractor [Civil]** will have to enter into separate agreement for each component with the officer concerned.
- 33. The **CVS** does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
- 34. The **Civil Contractor** shall submit list of works which are in hand [progress] in the following from:

Name of work	Name and Particulars of	Amount of work	Position of work in	Remarks
	Divisions where work is		Progress	
	being executed		_	
1	2	3	4	5

35. The **Civil Contractor** shall comply with the CPWD's provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the **Principal**, **CVS** may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The **Civil contractor** shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

PrincipalCollege of
Vocational Studies

GENERAL TERMS & CONDITIONS

1.0 **TERMS OF PAYMENTS**

- a) For the total payment on the project, contractor can raise four [4] running bill and one final bill, each bill amounting approximately 1/5th of the gross value of the project. On submission of each bill, to the college would be paid after certification and recommendation of the Architect duly approved by the Principal / College.
- b) Security deposit equivalent to 5% of gross amount of each running bill shall be deducted till the amount of Security Deposit of 5% of Tendered & accepted value of the work. The Earnest Money Deposited of the successful bidder / party along with Tender at the time of opening of tender shall be returned immediately after going into the project agreement on non-judicial stamp paper.
- c) The Whole Security Deposit shall be released after the completion of defect liability Period i.e., 6 months from the date of completion of work recognize by the college or submission of final bill whichever is later.

2.0 TAXES & DUTIES

The prices are inclusive of all applicable taxes such as IGST and CGST. Cesses and Income Tax will be deducted at source [TDS] as per provisions of relevant Acts and the rates in force at the time of execution of the contract and TDS certificates will be issued. Any further new taxes is being imposed by the Govt. will be paid separately as applicable as and when required by the client.

3.0 **EXTENSION OF TIME**

Time is the essence for this contract. Work shall be completed within **Eight [8] months** from the Letter of award. If the work is delayed due to Conditions Attributed by the Client, the Time Extension shall be granted towards completion of job. Incase if the delay is from the **contractors** side the clause 5 [Liquidated Damage] of Special condition of contract is applicable.

4.0 **BILLS**

All the Running Bills along with details of measurements in Measurement Book [M.B.] along with all other required and relevant documents shall be submitted by the **contractor** to the **Principal**, **College of Vocational Studies**.

5.0 **ADVANCES**

Since it's a item rate tender, no advances / part payment against stock materials would be paid.

6.0 WATER & ELECTRICITY

The Water & Electricity both shall be provided by the client at one given point on chargeable basis @ 3% [@ 1% towards water and @ 2% towards electricity] of the actual contract value. From this Point the **Contractor** shall make his own arrangements for proper supply at the point of works.

7.0 **WORKING SPACE**

Sufficient Working Space shall be provided within in the **CVS** Complex free of cost by the Client to the contractor for storage (Store will be prepared by the contractor at his own cost) of their raw material, Tools and Plants required for use in Construction Works.

8.0 **EXTRA / SUBSTITUTED ITEMS**

During Execution of the work if any Extra / Substituted Item crops up due to unforeseen circumstances, the same shall be payable at the market rates analysis submitted by the **contractor** duly supported by the relevant / necessary documents and approved by the college.

9.0 **SPECIFICATIONS**

The work shall be executed as per approved design, drawings, specification in the tender document and as per the direction of Architect-in-charge.

If any work executed by the **contractor** is found not conforming to the specification, the same shall be rectified by the contractor at the earliest at his own cost failing which the rectification, if possible shall be got done from some other agency at their risk & cost. If the defect is not rectifiable, the defective work / material shall be dismantled / removed by the contractor and redone at his own cost.

Contractor shall depute full time qualified and experienced engineers [Qualified in Civil discipline: Diploma / Engineering with minimum 8 years of working experrience] to supervise the work at site. This staff should be maintained from commencement to completion of all work. The technical staff should be available at site to have the instruction from the Architect-in-charge and to execute the work as per specification and satisfaction of Architect-in-charge.

10.0 **GENERAL CONDITIONS**

The **contractor** shall provide at his own cost all materials, machinery, tools and plants as specified. In addition to this appliances, implements, other plants, ladders, cordage, tackle, scaffolding etc. for the proper execution of the work have to be arranged by the contractor.

All manpower shall work under the supervision and guidance of your Project Manager who will be in constant touch with the Architect-in- charge, including protocol signing.

The contractor shall obtain a valid license under the Contract Labor [R&A] Act, 1970, and the Contract Labor [Regulation and Abolition] Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

All manpower to be deployed by the contractor should be suitably qualified and trained for the job intended to be performed by them.

All manpower should possess good health and sound physique.

All the transport / lifting facilities at site shall be arranged by **Contractor** at no extra cost to us.

Contractor shall deploy adequate labor considered necessary by **CVS** for carrying out the contract and to work on Sundays and Holidays whenever required to do so. However,

prior permission shall be taken from the ${\hbox{\it CVS}}$ to carry on work beyond normal working hours or on Sundays and Holidays.

CVS has a right to instruct to change the Sub Contractor or skilled / unskilled workers in case the workmanship or speed of work is not satisfactory. No work shall be subcontracted without the prior written approval of the Principal / College.

SPECIAL CONDITIONS OF CONTRACT

1.0 **CONTRACT PRICE**

The prices are **FIRM** during the performance of the contract and shall not be subject to any escalation on any account whatsoever. The contract amount is however, subject to adjustment based on actual quantities to be executed.

2.0 **QUANTITY VARIATION / DEVIATIONS**

The quantity of individual items may vary up to any extent, **Principal, CVS** reserves the right to increase or decrease such quantities without any change in the unit prices during the entire execution of the Contract.

3.0 TAXES & DUTIES

The prices are inclusive of all applicable taxes such as GST, CGST, Purchase tax, Turnover tax or any other tax on material in respect of this contract and duties including Works Contract Tax. Cesses and TDS towards Works Contract Tax and Income Tax will be deducted at source [TDS] as per provisions of relevant Acts and the rates in force at the time of execution of the contract and TDS certificates will be issued. Any further new taxes is being imposed by the Govt. will be paid separately as applicable as and when required by the client.

4.0 **COMPLETION TIME**

Time is the essence for this contract. Work shall be completed within **Eight [8] months** from the Letter of Award, and in case, any works remaining uncompleted, **Principal, CVS** shall have right but no obligation to get executed balance works at your risks and costs without any compensation to you and/or levy LD as per clause.

5.0 **LIQUIDATED DAMAGE**

Time is the essence of this contract and the work schedule stated above shall be strictly adhered to. In case of a delay attributable to the **contractor**, you shall be liable to pay us by way of liquidated damages, a sum @ 1.5% [One point five percent] of the contract value per month of delay to be computed on per month basis. Subject to maximum of 10.5% [Ten point five percent] of total Contract value. It is expressly agreed that deduction aforesaid shall be by way of agreed liquidated damages and not as penalty and will be at **Principal**, CVS sole discretion. **Principal**, CVS shall be entitled to recover the liquidated damages from your invoices or any payments due to you.

6.0 **PERFORMANCE GUARANTEE**

a) The **Contractor** shall submit an **irrevocable Performance Guarantee of 5% [Five percent]** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. This Guarantee shall be in the form in accordance with the bank format.

The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets

enlarged, the **contractor** shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion of the work / handing over to the client ready to move or use, the performance guarantee shall be returned to the **contractor**, without any interest.

b) Security deposit equivalent to 5% of gross amount of each running bill shall be deducted till the sum, will amount to security deposit of 5% of the accepted work value of the project. This Security deposit shall be refundable after 6 months after issue of completion certificate or till the final bill prepared and passed which ever is later.

7.0 **FINAL BILL**

The final bill complete in all respects including Material Reconciliation Statement, Test Certificates, [wherever applicable] etc. shall be submitted and total amount payable for the work accordingly shall be binding on **contractor**. **Contractor** shall make no further claims after submission of the final bill. Claims put by **contractor** after final bill shall be have deemed waived and extinguished and hence shall not be considered.

The item rate quoted by **contractor** includes complete item works as described in BOQ, specifications and working drawings, rectification of all defects during construction stage before handling over of works making good any losses incurred by any other **Contractor** / Agency on his account cleaning of site and all other obligations required to be discharged as per contract. The final bill based on item rates shall be payable to **contractor** only upon fulfilling all obligations as envisaged in the contract. The **Principal, CVS** reserves the right to recover from the bill any amount or reduce item rate for unfurnished work / obligations not discharged as per contract. The decision of **Principal, CVS** shall be final and binding on **contractor**.

8.0 **BILLS / INVOICES**

Bills / Invoices in the name of **Principal, CVS** shall be submitted duly entered in the measurement book and required performa to **Principal, CVS, New Delhi**.

9.0 CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTANANCE PERIOD

The **contractor** shall guarantee that the works executed are in accordance with the specification and free from defect due materials and workmanship for a period up to 6 [Six] months from the date of completion of project / taking over which ever is latter. **Contractor** will arrange free rectification / replacement within mutually agreed time frame, otherwise **Principal**, **CVS** will have right to get it done at your costs and risks &recover from you.

10.0 **QUALITY PLAN**

You shall submit us the Quality Plan for execution of works within 7 days from the date of receipt of this order for our approval. The **contractor** is responsible for the proper execution of the Quality Plans of **contractor**'s/his subcontractor's works. Any change in the Quality Plan will be made only with our approval. The **Contractor** shall also perform all quality control activities, inspection and tests agreed to demonstrate full compliance with the contract requirements. You shall also provide us with the necessary facilities for carrying out

inspection, quality audit and quality surveillance of your/your sub-contractor quality assurance systems and manufacturing activities.

11.0 **TEST CERTIFICATES**

Copies of test certificates from CPWD / Govt. approved laboratories of the material should be submitted to **Principal, CVS** as per instruction of Architect-in-charge of the project. The Bills / Challans / Receipt against such test could be reimbursed by **CVS** as per actuals.

12.0 **INSURANCE**

The **Contractor** will arrange following insurances at his own costs and submit the copies to **Principal, CVS** for review/ comments if any.

All risk transit, storage, erection, testing and commissioning insurance policies for the entire contract value including all free issue items from **Principal**, **CVS** and valid till the handing over of the project to **Principal**, **CVS** [The policy will also cover the surrounding property to the extent as to be discussed & agreed with **Principal**, **CVS**. **Principal**, **CVS** will be co-insurer under this policy].

The **contractor** shall be responsible for interactions and settlement of the insurance claims directly with the insurance company and would arrange rectification / replacement without waiting / linking of the settlement of such insurance claims & no liabilities will be passed on to the **Principal**, **CVS** in this process.

Workman compensation insurance for the entire workforce to at least meet the requirement of the WCT act & would deal all matters related thereto directly with the insurance company / work.

Contractor is to indemnify the Company against any liabilities or damages by way of compensation arising from any accident to the person or property of those in your employment or to any other person whomsoever, during the contract.

13.0 **STATUTORY LAWS AND REGULATIONS**

The **contractor** shall bear the entire responsibility, liability and risk relating to coverage of his workforce under different statutory regulations including Workman's Compensation Act, ESI Act, the contract Labor [Regulation and Abolition] Act 1970, and any other relevant regulations as the case may be. The **contractor** shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, and Leave etc. applicable as per the various statutory regulations and shall keep **Principal, CVS** indemnified in this regard against any claim. **Principal, CVS** at their sole discretion shall be entitled to, if necessary, make such payment and recover the amount thereof from the money due to him from the **Principal, CVS** or recover the same as debt from him.

The **contractor** shall also pay the taxes or dues payable to the Government or any other local authority in connection with all the works provided for in this contract and for all materials brought on the site and/or used for the work and shall indemnify **Principal**, **CVS** and hold them harmless against any liability on account of any such levies charges or taxes. The **contractor** shall also make all payments and contributions if any which

may have to be made in regard to the workmen employed by you in relation to the wages or other emoluments of such workmen under any statute or rules or regulations or otherwise howsoever and indemnify the **Principal, CVS** against such payments.

14.0 **SAFETY**

The **contactor** shall for the duration of the contract, provide and maintain in good order and condition all such protective apparel and equipment [such as Safety Helmets, Gumboots, Goggles, Safety Belts, Gloves and First Aid Box etc.] for all his workmen and staff engaged for contract work as may be required to be used by law and/or by the **Principal, CVS**. The **contactor** shall ensure that such protective apparel/equipment are worn and used by his workmen and staff. In case the **contractor** fails to provide the required protection apparel / equipment the Officer-in-charge / **Principal, CVS** at their sole discretion may provide such apparel / equipment and recover the cost thereof from him.

15.0 **GENERAL CONDITIONS**

The **contractor** shall provide at his own cost all materials, machinery, tools and plants as specified. In addition to this appliances, implements, other plants, ladders, cordage, tackle, scaffolding etc. for the proper execution of the work have to be arranged by the **contractor**.

All manpower shall work under the supervision and guidance of your Project Manager who will be in constant touch with the Architect-in- charge, including protocol signing.

The **contractor** shall obtain a valid license under the Contract Labour [R&A] Act, 1970, and the Contract Labour [Regulation and Abolition] Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

All manpower to be deployed by the **contractor** should be suitably qualified and trained for the job intended to be performed by them.

All manpower should possess good health and sound physique.

All the transport / lifting facilities at site shall be arranged by **Contractor** at no extra cost to us.

Contractor shall deploy adequate labor considered necessary by **Principal, CVS** for carrying out the contract and to work on Sundays and Holidays whenever required to do so. However, prior permission shall be taken from the Site Engineer / **Principal, CVS** to carry on work beyond normal working hours or on Sundays and Holidays.

Principal, CVS has a right to instruct to change the Sub Contractor or skilled / unskilled workers in case the workmanship or speed of work is not satisfactory. No work shall be sub-contracted without the Site Engineer's prior written approval.

Contractor shall depute full time qualified and experienced engineers to supervise the work at site. This staff should be maintained from commencement to completion of all work to the entire satisfaction of the Site Engineer.

16.0 **ORDER ACCEPTANCE**

The work order is subject to all other tender terms and conditions and technical specifications as per **Principal, CVS** enquiry document which stand accepted by you. Kindly acknowledge the receipt of this order & confirm your acceptance of the same by signing and returning one copy for our record.

Note:

- 1 Rates are inclusive of scaffolding & shuttering. No additional payment would be made.
- 2 Rates are inclusive of upliftman upto desirable height as per required.
- 3 During excavation towards foundation / other civil work, Contractors should first arrange for barricading in G.I. corrugated sheet with wooden ballies [sufficient strength] in advance for safety. Contractor had to make arrangement on his own cost.
- 4 In case of RCC. OPC [Ordinary Portland Cement] should be used.
- In case of Brick masonry, Mud concrete, Plasters, Coping...etc. PPC [Pozzlana Portland Cement] should be used.
- Its contractor responsible for getting test from any Govt. / CPWD approved laboratories of all gradients, cube test for RCC [for quantity 6 cum], test of bricks at regular interval keeping in co-ordination with College authority and Architect-in-charge. In case of failure in conducting test with positive results as per standard, the said item will not be accounted for the payment, however fees deposited for test would be reimbursable by the college / client on producing original Bills / Challans / Invoices.
- During site work, dealing with local authority should be in the scope of the contractor. However back support would be provided by the client without coming in the picture.
- 8 For the safety and security of his tools & plants, contractor had to make proper arrangement at his own cost.
- 9 For the proper security in the college campus, contractor had to provide pass to his workmen force / supervisor / engineer with proper information to the security gate. Without pass no entry would be provided in the college premises.
- After successful completion of project at the time of handing over, the contractor had to give self declaration on non-judicial stamp paper of Rs. 200/- attested by notary, the work executed as per specification mentioned and working drgs. provided in good faith. Latter on if any defect found in the construction, I would be sole responsible and client is fully authorized to take legal action on the matter.

LIST OF APPROVED MAKES FOR CIVIL & FURNISHING WORKS

S. No.	MATERIALS	MAKES
NO.		
1.	EXTERIOR & INTERIOR PAINT	BERGER / ASIAN / NEROLAC
2.	PUTTY	BERGER / ASIAN / NEROLAC
3.	VITRIFIED / CERAMIC TILES	SOMANY / KAJARIA
4.	DECKING SHEETS	JAPAN METAL BUILDING SYSTEMS
		PVT. LTD.
5.	KOTA STONE	ASSOCIATED STONE INDUSTRIES : ASI
		MARKED
6.	CEMENT	
a.	PPC [POZZALANA PORTLAND CEMENT]	ULTRATECH / JAYPEE / ACC / PRISM /
		SHREE CEMENT / J.K.
b.	OPC [ORDINARY PORTLAND CEMENT]	ULTRATECH / JAYPEE / ACC / PRISM /
		SHREE CEMENT / J.K.
7.	FLAT CEMENT PARTICLE BOARD	EVEREST INDUSTRIES LIMITED/
	COMPLIANCE TO IS 14276: 1995	NCL INDUSTRIES LTD.
8.	ACRYLIC (COLOURLESS /	GUJARAT STATE FERTILIZATION
	TRANSPARENT)	COMPANY LTD. OR EQUIVALENT
9.	COLOURED GALVALUME SHEET	TATA BLUE SCOPE / BHUSAN / JSW
10.	COLOURED GALVALUME SHEET	JAPAN METAL BUILDING SYSTEMS
	[PROFILE SHAPE]	PVT. LTD. / VISHAL COLOUR ROOF'S
		PVT. LTD.
11.	LOOKING MIRROR	SAINT GOBIAN / MODI / ASHAI
12.	ADHESIVE	FEVICOL (PEDELITE) / JEEVANJOR OR
		EQUIVALENT

	FLUSH DOORS	ALPRO/ GREENPLY INDUSTRIES
		LIMITED
1.4	Whiteonia	NOT ALLERY & SECOND OF LED /
14.	WINDOWS	NCL ALLTEK & SECCOLOR LTD./
		ETERNIA HINDALCO/
		KALCO ALU-SYSTEMS PVT. LTD.
15.	FALSE CEILING	
a	USG - RADAR - FL (MINERAL FIBER	UF CEILINGS INDIA PVT. LTD.
	CEILING)	
1	DI ADI CURCIBADO ADD CEILDIC	CVDCLIA DIDIA / CVDD OC ED OM CA DIT
b.	PLAIN GYPSUM BOARD CEILING	GYPSUM INDIA / GYPROC FROM SAINT
		GOBAIN
16.	PVC PIPES	JINDAL / PRINCE / APPOLO / SUPREME
17	CANITADAWADE	HINDWADE CANITADAWADE
17.	SANITARYWARE	HINDWARE SANITARYWARE
18.	ANTI-TERMITE TREATMENT	TERMINIX SIS INDIA (P) LTD.
19.	ACOUSTICAL FLOORING	GERFLOR

LIST OF APPROVED MAKES OF ELECTRICAL EQUIPMENTS

S. No.	DESCRIPTION	MAKE
1.	Panels	Adlec / Trinitron / Vidhyut Control (India)
2.	MCB Distribution Boards	L&T (Hager) Tripper / GE / MDS / Siemens / Group Schneider / Havells
3.	Moulded Case Circuit Breaker	L&T / GE / ABB / Siemens
4.	Miniature Circuit Breaker	Schneider / L&T (Tripper) / Anchor / Panasonic / Great White
5.	Current Transformer	AE / Kappa
6.	ELCB	L&T / G / MDS / Great White
7.	Earth Leakage Relay	L&T
8.	Indicating Lamps	L&T / BCH / Siemens
9.	Fuses & Fuse Bases	L&T / GE / Siemens
10.	Selector Switches and Rotary Switches	Kaycee / L&T
11.	Indicating Instruments	AE / Rishabh
12.	Terminals	Elmex or equal
13.	LT Cables (Power & Control)	CCI / FGI / Universal / National / Skytone / Anchor
14.	PVC Insulated Copper Wires	Finolex / National / Skyline / Lapp Kabel / Anchor / Great White/SGI Wires
15.	Cable Glands	Dowells
16.	PVC Conduits	AKG / SGI/Finolex
17.	Industrial Sockets in Sheet Steel Enclosure with MCB	Siemens / MDS / Crompton / BCH
18.	Ceiling, Wall & Exhaust Fans	HAVELLS
19.	Data Cables	D Link
20.	Computer Data Outlet	D Link
21.	Switches, Sockets, Data Point, Voice Point, etc.	Honey Well of MK / Great White/ Havells
22.	Light Fixture	Havells
23.	Electronic step type fan regulator	Honey Well of MK / Panasonic [Vision]/ Havells: Colour - White



