

TENDER FORM

To

The SECRETARY,
Salwan Education Trust,
C/o Salwan Public School,
Pt Girdhari Lal Salwan Marg,
Rajendra Nagar, New Delhi – 110 060

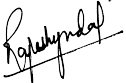
SUBJECT: CONSTRUCTION OF STAFF RESIDENCES ON PLOTS BEARING MUNICIPAL NOS. 53/11, 53/12, 53/13 AND 53/14 AT RAJENDRA NAGAR, NEW DELHI - 110 060

Dear Sir,

I / We do hereby submit my / our bid as detailed in the enclosed Schedule of Items / Work (BOQ's) for the execution of the work specified hereinafter within the time specified as 18 months and at the rates specified against each item of each schedule of work therein and in accordance, in all respects, with the specifications, design, drawings and instructions supplied by you which I / we have read very carefully.

- (a) Name of the work : Construction of Staff Residences on Plots Bearing Municipal Nos. 53/11, 53/12, 53/13 and 53/14 at Rajendra Nagar New Delhi - 110 060
- (b) Estimated Cost put to : Rs. 350 Lakhs
Project
- (c) Earnest Money : Rs. 3,50,000/- in form of RTGS / DD only.
- (d) Time for completion : 18 months

I / we hereby distinctly and expressly declare and acknowledge that before the submission of my / our Tender, I / we have carefully followed the Notice Inviting Tender, Conditions of Contract, Schedule of Items, Notes to the Schedules, Specifications and Drawings and clearly understood all the Conditions of Contract. I / we have also seen the location where the said work is to be executed, carefully noted down the site conditions, constraints of site and working conditions and made such investigations of



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Representative

Signature of Bidder or his
Authorised Representative
with date

the work required in regard to the material required to furnish as to enable me / us to complete the work successfully.

I / we enclose herewith a Demand Draft No. _____ for Rs.3,50,000/- duly certified from bank as good for payment as earnest money, which shall not bear any amount of interest.

Should this tender be accepted in whole or in part, I / we hereby agree to abide by and fulfill and the Terms and Conditions annexed hereto. If I / we fail to sign the Agreement and commence the work, I / we understand that the earnest money shall stand absolutely forfeited to the Salwan Education Trust. Otherwise the earnest money shall be retained as Security Deposit as described in the Conditions of the Contract. I / we also agree to the Security Deposit being deducted from my / our bills in accordance with the Conditions of contract. I / we agree to keep the offer open for 90 days from the Date of Opening of Tender.

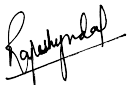
Yours faithfully,

Signature

Dated:

Name & Address

Place: _____



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Representative

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Authorised Representative
with date

ARTICLE OF AGREEMENT

THIS AGREEMENT is made at New Delhi on XXXX JUNE 2023
(For Construction of Staff Residences on Plots Bearing Municipal Numbers 53/11, 53/12, 53/13 and 53/14, at Rajendra Nagar, New Delhi - 110 060)

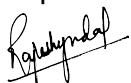
BETWEEN

A. Salwan Education Trust (SET or the Trust), C/o Salwan Public School, Rajendra Nagar, New Delhi – 110 060 acting through its authorised signatory the Secretary (hereinafter referred to as the **“Owner” or SET**), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of the **“FIRST PART”**

AND

B. M/s XXXXXXXXXXXX Contactor, Office at 00000 Floor, 000000 Road, New Delhi-110 001, GSTIN No 0000000000000000, having its registered office at xxxxxxxxxxxxxxxxx, New Delhi- 110 001 through its authorized signatory Mr AAAAAAAAAAAAAA (hereinafter referred to as **“Contractor”**) which expression shall, unless repugnant to the context or meaning thereof, include its successors and administrators of the **“SECOND PART”**.

WHEREAS, SET is desirous of “Construction of Staff Residences on Plots Bearing Municipal Nos. 53/11, 53/12, 53/13 and 53/14, near Salwan Boys School, at Rajendra Nagar, New Delhi 110 060” as per Schedules of Work, BOQ, Terms and Conditions of the Agreement, Specifications, Contract Drawings and as per Good Engineering Practices to be executed under the guidance of Owner / M/s Nitesh Minocha Architects and Engineer-in-Charge deputed by the Owner.



Signature with date of SET's Representative

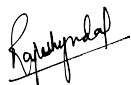
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AND WHEREAS in order to enter into contract, the Notice Inviting Tender (NIT) was published in newspapers on 22 Dec 2022, for "Construction of Staff Residences on Plots Bearing Municipal Nos. 53/11, 53/12, 53/13 and 53/14 at Rajendra Nagar, New Delhi 110 060". Site has been visited, Tender Notice, Instructions to Bidders, Tender Form, Items of Work : Schedules, Conditions of the Contract, Specifications and drawings have been carefully studied by the tenderer/contractor and signed by the tenderer/contractor and subsequently the Rates of items in Schedules have been quoted duly signed by or on behalf of the tenderer.

AND WHEREAS, the bids of all bidders were **opened on XXXX June 2023**. The quote of M/s XXXXXXXXXX for Rs X,XX,00,000.00 (Rs XXXX Crores XXXXX Lakhs) was the lowest. Consequent thereto, the bid documents were placed before a committee duly constituted by the **Trust** for making recommendation on the merits of the bids submitted.

AND WHEREAS, the committee after perusal of the bid documents, recommended the award of the contract to M/s XXXXXXXXXX, whose bid is the lowest (Rs XXXXX Crores, XXXXXXXX Lakhs) and who has means to execute the assignment.

Pursuant to the recommendations, a Letter of Intent dated XXX June 2023 was issued to M/s XXXXXXXXXXXXXXXXXXXX, who accepted the same unequivocally and agreed to execute the works specified in the said "Priced Bill of Quantities" shown in the "said drawings", described in the said "specifications", as per the said submitted / agreed priced bid (all together hereinafter referred to as the "Conditions"), and as set out in the contract and terms and conditions forth here-in-after.



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AND WHEREAS, the contractor has agreed to deposit the Security Deposit (5%) of Running Account Bill to be deducted from each Running Account Bill, which shall be released, without interest, after Defect Liability Period, subject to satisfactory performance of building without complaints/defects.

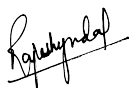
AND WHEREAS the SET accepted the TENDER of the said M/s XXXXXXXXXXXXXXXXXXXXXXXXXXXX for the provision and the execution of the said works upon the terms & conditions of Tender at a cost of Rs. XX,XXX,00,000.00 (Rs XXXXX Crores XXXXXXXX lakhs) excluding GST (18%) but including other taxes / sales – tax / escalation / freight / insurance, cess, octroi, municipal taxes, insurance with clear mention that nothing extra shall be payable.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement viz.,

(a) The Tender Document comprising Tender Notice, Instruction to Bidders, Tender Form, Priced Schedules/items of Work (Bill of Quantities), Article of Agreement, Conditions of the Contract, Specifications of the Work, Appendices, drawings, and Amendment No XX dated XX AAAA 2023 to the tender document.



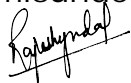
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- (b) Letter No NIL from the Contractor dated XX AAA 2023, in response to the Tender Enquiry.
- (c) Letter of Intent (LOI) and its acceptance thereof.
- (d) All the correspondence/proceeding of meetings till finalization of work.
- (e) Letter of acceptance from Contractor dated xx June 2023.
- (f) Letter dated

3. The scope of work shall be to construct the Staff Residences on Plot Bearing Municipal Nos. 53/11, 53/12, 53/13 and 53/14 at Rajendra Nagar, New Delhi 110 060, each plot admeasuring approximate 86 sq. yards in a configuration of Basement, stilt for parking including development of area upto compound wall, compound wall with gates, Residences on First, Second, Third and Fourth Floor including Terrace-Mumty, as per the Schedules of Work, Conditions of the Contract, Specifications, Drawings complete with water connection supply & storage, electric connection and distribution, sewage disposal, rain water disposal and safety devices, while adhering to local Municipal Laws/authorities, Govt Guidelines / Regulations on and with safety, labour welfare, pollution control, direction from Health & Sanitation Departments.

4. The Contractor has satisfied himself as to the nature of the site, inspected / visited the site before tendering, assessed the local facilities as well as access to site, quantum of work and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise shall be allowed.



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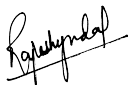
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5. In consideration of the payments to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the said works as per Terms & Conditions of the Contract, perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonable, necessary for the completion of the said works and at the times and in the time bound manner subject to the terms and conditions or stipulations mentioned in the Agreement.

6. In consideration of the due provision, execution and completion of the said works, the OWNER does hereby agree to pay to the Contractor for the work actually done by the contractor at the "Scheduled Rates" as accepted by the OWNER or at such other rates as per the provisions of the contract and such other sums as may become payable to be made at such time and in such manner as set forth in the terms of conditions of the contract.

7. In consideration of the above the contractor does hereby agree to pay to the OWNER the sums as may become due to the OWNER for the services, if any, rendered by the OWNER to the contractor and such other sum or sums as may become payable to the OWNER as per the terms and conditions of the contract, such payments to be made at such time and in such manner as is provided in the contract.

8. The term "ARCHITECT" in this agreement shall mean the said M/s Nitesh Minocha Architects, K-2115, Chit Ranjan Park, New Delhi – 110 019 or in the event of their ceasing to be the Architects for the purpose, any other Architect engaged by the OWNER. Provided always that no person(s) subsequently appointed to be the Architects under this contract shall be



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entitled to disregard or overrule any decision of approval or direction given or expressed in writing by his predecessor.

9. The OWNER through their Architects reserve to themselves the right of altering the drawings and nature of the works and of adding to or omitting any items or works or having portions of the same carried out departmentally or otherwise and such alteration or variations shall be carried out without prejudice to this contract.

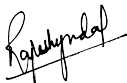
10. THE CONTRACTOR FURTHER UNDERTAKES THAT: -

(a) The work shall be completed well within stipulated time of 18 months and to the best of quality as per terms and conditions set forth in the Contract Documents.

(b) The contractor has fully read and understood all the terms and conditions of Tender/Contract Documents.

(c) That the Contractor shall work in close liaison / co-ordination with other agencies working at the site and nothing extra / damages shall be paid / payable on account of damage / delay / non-performance of any external agency.

(d) The Contractor shall be wholly & solely responsible to observe all the laws, rules regulations including Building Bye – laws and conditions laid down by Municipal Corporation of Delhi (MCD) and other Local Civil Authorities, or the Central Govt. and other public authorities; and that the Contractor shall be liable to pay all types of taxes, octroi, sales tax, royalties, licenses, damages, penalties of all types arising in respect of execution of the work. The Contractor shall take valid license in his



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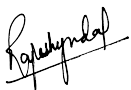
favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 before commencing the work. He shall not be paid any extra amount on any account.

(e) The Contractor shall take adequate protective measures to ensure that the excavation operations or any construction work do not damage the structure of the neighbouring house No 53/15. Contractor shall ensure adequate protection measures, safe and correct order of construction in order to safeguard any damage to the structure of neighbouring house No 53/15. Any damages shall be made good by the Contractor at his own cost. No extra amount shall be admissible on this account.

(f) The Contractor shall be responsible for Terms and Conditions of services of the labour and other staff employed / engaged / deputed at site as per rules applicable in the State including pay & allowances, salaries, wages, C.P.F., Insurance, compensation and medical facilities etc. and the Owner shall not be a party in any such matter.

(g) It shall be the risk and sole liability of the Contractor for injury, mishap caused, if any, to any person at the works site including Civil / Criminal liability, if any; and that the OWNER shall not in any way be responsible or liable.

(h) The Contractor shall indemnify and protect the OWNER and his employees or agents from any losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any act or omission by the said Contractor, his agents or employees in execution



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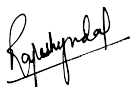
of the work, in guarding of it, and / or by any reason of alleged patent infringements.

(i) Any material not approved by the E-in-Charge / Authorized Representative of the OWNER would be removed from the Site within 48 hours failing which the Owner may get the same removed at the cost & risk of the Contractor.

11. In case of any dispute or difference arising during the progress of the work in relation to meaning or interpretation of the Agreement, the authorised official of the Salwan Education Trust and the Contractor will address the disputes / differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Delhi/New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

12. The Contractor hereby covenants, and agrees with Salwan Education Trust to provision and construct staff residences on Plots bearing municipal numbers 53/11, 53/12, 53/13 and 53/14 at Rajendra Nagar, New Delhi 110 060 and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part and parcel of this agreement.

The provisions made in this contract have been carefully read and fully understood by me, the undersigned.



Signature with date of SET's
Representative

Signature of Bidder or his
Authorised Representative
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In witness whereof, Salwan Education Trust and the Contractor hereunto have respectively signed on the day and year first above written.

For & on behalf of

For & on behalf of the

Contractor with seal and date

Salwan Education Trust With Seal and date

Signed by the said in presence of (with date)

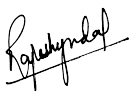
Signed by the said in presence of (with date)

Name :

Name :

Address :

Address :



Signature with date of SET's Representative

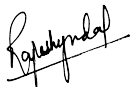
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PART – 1 : CONDITIONS OF CONTRACT

1. INTERPRETATIONS.

In construing these conditions, the Specifications, the Schedule of Quantities / Items of Work and the contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise require.

- (a) Owner/Employer : Shall mean SALWAN EDUCATION TRUST (SET) represented by SECRETARY and shall include his (their) legal representative, assigns and successors.
- (b) Engineer-in-Charge : Shall mean the Engineer appointed by the Owner for supervision of the construction of the building, issue on the spot directions / instruction, both oral as well as in writing to the contractor, keeping proper measurement books, verification of interim bill/final bill claims that may be submitted by the contractor from time to time. He may be assisted by any other engineer(s) for the said purpose.
- (c) Architect : Shall mean M/s Nitesh Minocha, Architect, M/s Nitesh Minocha, K-2115, C.R. Park, New Delhi – 110 019.
- (d) Contractor : The Contractor shall mean the M/s XXXXXXXXXXXXXXXXXXXX, (individual, firm or company), whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (e) Work : Shall mean all the details of work to be carried out as specified in the Schedules. The works to be executed in accordance with the Contract and its Terms and Conditions or part thereof as the case may be and shall include all extra, additional, altered or substituted items as required for the purpose of the Contract for satisfactory completion of the structure to make it functional well for purposes for which it is intended.
- (f) Site : Shall mean the site of contract works comprising of Plot bearing Municipal numbers 53/11, 53/12, 53/13 and 53/14 and any other land adjoining thereto inclusively as aforesaid allotted by the Owner for the work.



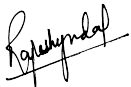
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- (g) Contract : Shall mean Notice Inviting Tender, Tender Form, Instructions to Bidders, Conditions of the Contract work, specifying quantities and rates, Specifications of the Work, List of Makes /Brand of Material, Schedules), Set of drawings, Letter of Intent, Letter of acceptance by the tenderer and the contract agreement attached hereto any other document specifically mentioned in the correspondence and any supplementary instructions, directions/undertakings.
- (h) Notice in writing : Shall mean a notice in written, typed or printed or characters sent, communication by email (unless delivered personally or "Written Notice" otherwise proved to have been received) by registered post addressed to the registered office of the addressee/email address furnished by the tenderer/contractor and shall be deemed to have been received when in the ordinary course of post it could have been delivered.
- (j) Completion : Shall mean that the building, in the opinion of the Engineer-in-Charge, is fit for occupation.
- (k) Chief Engineer : Chief Engineer of SET
- (l) B.I.S. or I.S.I. : The terms B.I.S. and / or I.S.I. shall mean Indian Standard Specifications as issued by the Bureau of Indian Standards / Indian Standard Institution, current on the date of submission of the tender.
- (m) Words : Words imparting persons include firms and corporations. Words imparting the singular only also include the plural. Words imparting the male also include the female and vice versa where the context so requires.

2. **SCOPE OF CONTRACT.**

2.1 The scope of work shall be to construct the Staff Residences on Plot Bearing Municipal Nos. 53/11, 53/12, 53/13 and 53/14 at Rajendra Nagar, New Delhi 110 060, each plot admeasuring approximate 86 sq. yards in a configuration of Basement, stilt for parking including development of area upto compound wall, compound wall with gates and residences on First, Second, Third and Fourth Floor including Terrace-Mumty, as per the schedule, terms and conditions, specifications, drawings complete with water connection supply & storage, electric connection and distribution, sewage disposal, rain water disposal and safety devices, while adhering to local Municipal Laws/authorities, police authorities, pollution control authorities & direction from Health & Sanitation Departments. The scope of the work shall be:-



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2.1.1 To carry out and complete the said work in every respect in accordance with the Terms and Conditions of the contract and with the directions of and to the satisfaction of the Owner/Engineer-in-Charge/Architect.

2.2 The Contractor's work shall include:-

2.2.1 Supply of all labour, equipment, material, machinery, tools, plants, electric generator, transportation, scaffolding, safety equipment, water treatment, etc. and everything else necessary and required by law or local authorities / MCD, including any directions / orders of NGT or Pollution Control Board and in the full and entire execution and completion of the works and shall unless otherwise stated, include waste on materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, commissioning, testing and all other labour necessary in and for the full and entire execution and completion of aforesaid work in accordance with the Items of Work specified in schedules, conditions of the contract, specifications, drawings, good engineering practice and recognized engineering principles.

2.3 The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result consequence of his carrying out or omitting to carry out any part of the Work.

2.4 Where any parts of the Work is executed by Sub Contractors, the responsibly and liability of the Contractor shall cover and extend to the work of all such Sub Contractors.

2.5 The Owner may in his absolute discretion from time to time issue / drawings / or change drawings or amend drawings and/or written instruction, details, direction and explanations which are hereafter collectively referred to as "the Owner's Instructions" in regards to:

2.5.1 The variation or modification or clarifications of the design, quality of works or the additions or omissions or substitution of any work.

2.5.2 The removal from the site of any materials brought thereon by the Contractor and substitution of other materials therefore.

2.5.3 The removal and/or re-execution of any works executed by the Contractor.

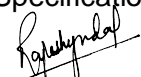
2.5.4 The dismissal from the works of any persons thereupon.

2.5.5 The opening up for inspection of any work covered up.

2.5.6 The amending and making good of any defects.

2.5.7 The Contractor shall forthwith comply with and duly execute any work comprised in such "Architect" instructions provided always that verbal instructions, and directions, exclamations given to the contractor or his foreman upon the works by the Architects shall if involving a variation be confirmed in writing by the contractor within 7 days and not dissented from in writing within a further period of 7 days by Architects, such be deemed to be Architect's instructions within the scope of contract. Rates of Items not mentioned in priced schedules of Quantities shall be fixed by the employer before execution of such works in writing. No claim whatsoever shall be entertained later on.

2.6 The contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Items of work described in Schedules, Drawings, Specifications taken together, whether the same may or may not be particularly shown or



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described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings and between the drawings, specifications, he shall immediately and in writing refer the same to the Architect, show shall decide which is to be followed.

3. **RATES.**

3.1 The Contractor has satisfied himself as to the nature of the site, inspected / visited the site / neighbourhood, soil conditions, traffic, storage space, assessed the local facilities as well as access to site and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise shall be allowed.

3.2 The rates quoted by the contractor in the Schedules shall remain firm till the completion of all construction and issue of final certificate of completion under this Contract. No Escalation or increase in rates shall be allowed during the period / extended period of construction.

3.2.1 The items provided in the drawings and specifications and rates quoted by Contractor are connected with the Contract conditions, specifications and technical specifications. Before quoting rates, the contractor is advised to read the tender carefully. No claim for misunderstanding shall be accepted at later stage.

3.2.2 The rate quoted shall be deemed to include all taxes such as excise duty, Octroi, or any other tax or duty or both levied by the Central/State Govt. or Local Authorities. Sales tax or VAT on the value of Contract applicable in Delhi is deemed to be included in the rates quoted.


3.2.3 The rates quoted by the Contractors are applicable for all heights/levels unless mentioned otherwise in **Schedule 'A' and 'B'**.

3.2.4 The rates quoted unless otherwise specified shall include works in all shapes, straight, inclined, curved etc, and all sizes as shown in drawing or as required unless mentioned otherwise in Schedule 'A' and 'B'.

3.2.5 Where an item of work is not covered under this tender the rate for the same shall be paid on the basis of CPWD DSR 2021 plus/minus percentage quoted by contractor in his tender. Items, which are not covered in CPWD DSR 2021, shall be paid on the basis of market rate analysis made according to latest CPWD DAR.

3.2.6 Any item explained or shown in drawing or explained in specifications or explained in schedule of quantities shall be complementary to each other and shall be deemed to be explained in totality. Even if certain things are mentioned in any one of these portions of the tender document and the Contractor is liable to quote rates after studying all as one and no claim will be allowed for misunderstanding or misinterpretation.

3.3 Scheduled rate quoted in the tender/schedules shall include all charges for safety, security of site and all construction processes before and during execution, maintenance throughout the construction period, scaffolding, centering, materials, water and electricity charges, temporary masonry pillars, site markings, setting out, grid lines, levels, plumbing, transport, labour and supervision, construction of temporary stores, site office, barricading, building fencing, watch & ward, lighting sites making, and clearing of site, water curing for all relevant items of work, hire charges of any / all tools and plants required for the construction including generator etc. The rates quoted shall include construction, before starting of



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excavation, protection, and maintenance throughout the construction period, of pucca masonry pillars, showing main centre line of buildings, grid lines and levels.

3.4 The rate quoted shall include working in all conditions including in/under water, liquid mud, foul conditions etc. and shall also include bailing or pumping out water from the foundations, shoving, strutting to prevent collapse of earth excavated for pits or at any other place of construction collected from rains, or any other source whatsoever, at any time till the completion of work including all suspension period and delays whatsoever unless mentioned otherwise in Schedule. Surplus earth excavated after filling trenches and plinth etc. shall be disposed off by the contractor.

3.5 The contractor shall arrange at his own cost temporary electric connection or generator as required for timely execution of the work. The contractor shall also make arrangement at his own expense for construction water & potable water required by his workers. However, Contractor may approach local administrative / municipal authorities for grant of temporary water and electric connection, for which contractor shall pay the allotment, connection charges, royalty and clear dues timely.

3.6 The rates quoted in the schedule shall deemed to be full and inclusive of works including all costs and expenses which may be required for the execution of the work described together with either associated items such as general risks, liabilities and obligations, insurance, labour regulations, indemnity, maintenance and the like set forth or implied in the tender documents. On completion of work and if necessary, on completion of defects liability period as decided by the Owner, all such temporary buildings shall be cleared away by the contractor and the site reinstated and left clean and tidy.

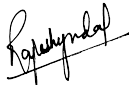
3.7 The quantities given in the schedule of quantities are liable to variations. Such variations in quantities shall not, however, vitiate the Contract in any way whatsoever and the Contractor shall be paid for the actual measured quantities and item of work executed by him at the rates given in the Schedule of Quantities.

3.7.1 The contractor shall arrange at his cost temporary electric connection or generator as required for timely execution of the work.

3.7.2 The contractor shall also make arrangements at his own expenses for construction water & potable water required by the workers.

3.8 The Contractor shall at the time of signing the Contract insure the works and keep them insured until the virtual completion of the Contract against loss or damage by fire in joint names of the Employer and Contractor for the full amount of Contract. In default of the Contractor insurance as provided above, the Employer on his behalf may do so and may deduct the premium paid, from any money due or which may become due, to the Contractor.

3.9 If during the progress of the work the Architect changes design so that in his opinion it becomes a specialist's job or the work is too special for the Contractor on account of lack of knowledge, equipment, the Employer shall be free to have the same done by a specialist for a particular work and shall enter into direct contract with such a specialist without invalidating other conditions of the Contract. The Contractor shall neither have any right to claim for such specialist work nor seek any compensation for reducing the scope of project work.



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4. **EMERGENCY WORKS.**

4.1 Emergency works mean any urgent measures which in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which becomes necessary for security of or rectification to essential services during the defects liability period. If any emergency work become necessary and the contractor is unable or unwilling to carry them out, the E-in-C may on his own or through other work people carry them out, as he may consider necessary.

4.2 If the emergency works arise which the Contractor is liable under the Contract to carry out at his own expense and if carried by the Owner, all expenses incurred shall be recoverable from the Contractor and if necessary, be set off against any sum payable to him under this Contract.

5. **ASSIGNMENT AND SUBLETTING.**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Owner; but no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

6. **MANDATORY REQUIREMENTS.**

6.1 The Contractor shall conform to the provisions of all Acts / Bye-Laws / Regulations of the Legislature / Administrative Authorities relating to the Works, Labour, Pollution, Safety at Works Site, water, electricity/electric etc.

6.2 The Contractor shall comply with all statutory regulations relating to the "work" including workmen compensation, minimum wages, Employees Provident Fund Act, ESI Act and Works Contract Act as applicable in NCT of Delhi in terms of payment and other rules as applicable to construction workers. The guidelines/SOPs/protocols issued from time to time for health, safety or for any public conveniences by Govt. of India/Govt. of NCT of Delhi are to be followed at work site. The Contractor shall pay minimum wages to the labours'/workers as per the prevailing Minimum Wages Act, applicable in Delhi.

6.2.1 The Contractor shall during the progress of the work comply at his own expense with all the current rules and provision for the protection of health and sanitary arrangements and safety provisions for workers employed as required by the relevant provisions of law and shall at his own expense provide for all facilities in connection therewith.

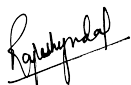
6.3 In the event of any time or penalty imposed on the Owner by any authority relating to the works, the same shall be paid by the Contractor.

6.4 **Admission to Site.**

6.4.1 The Owner / Engineer-in- Charge and their representatives shall at all reasonable times have free access to the works and the Contractor shall give every necessary facility to the Owner/ Engineer-in- Charge or his representative for inspections and examination and test of the materials and workmanship as and when required.

6.4.2 The Owner/Architect E-in-C and their representative shall at all reasonable times have free access to the works and/or the workshops, factories, or other places where material are

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lying or places from which they are being obtained and the Contractor shall give every necessary facility to the Owner/ Architect/ E-in-C or his representative for inspections and examination and test of the materials and workmanship as and when required by the Owner/Architect/E-in-C.

6.4.3 Any officials of the Employer connected with the Contract shall have the right of entry to the site at all times.

6.4.4 The Contractor shall provide if necessary or if required, on the site all temporary access and shall alter, adopt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.

6.4.5 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant, material, or labour for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor is not to be responsible for any damage or delay, which may happen to or be occasioned by such arrangement.

6.4.6 The Employer reserves the right of taking over, at any time, any portion of the site, which he may require, and the Contractor shall at his own expense clear such portion forth with, without claiming any compensation on this account.

6.5 **Temporary Workshop, Stores etc.**

The Contractor shall during the progress of the work, provide, erect and maintain at his own expense temporary workshop, stores, site office etc. as required for the proper and efficient execution of the works. On completion of work and if necessary, on completion of defects liability period as decided by the Employer, all such temporary buildings shall be cleared away and the site reinstated and left clean and tidy. No payment shall be made to the Contractor for the above work.

6.6 **Labour.**

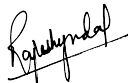
6.6.1 The Contractor shall work only on and during the hours of working day unless he obtains the prior written approval of the Employer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the Employer.

6.6.2 The Contractor shall remain liable for the payment and shall pay or cause to be paid all wages or other money to his work people or employees in connection with the said work under the Act or Enactment relating thereto and rules framed there under as if the labour had been directly employed by him.

6.6.3 The contractor shall be liable to pay minimum wages to the labour. The contractor should be registered and must have a P.F. A/C number for his workmen.

6.6.4 In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with the current labour Regulations in regard to all matters provided therein and with all other labour Laws as may be applicable which shall be deemed to be a part of this Contract and P.F. laws.

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6.6.5 The Contractor shall during the progress of the work comply at his own expense with all the current rules and provision for the protection of health and sanitary arrangements and safety provisions for workers employed and shall at his own expense provide for all facilities in connection therewith.

7. INDEMNITY OF OWNER.

7.1 The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified SET, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Owner, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the Contractor or by its staff, employee, agent, permitted sub-contractor or representative while performing the terms, conditions and obligations under this agreement.

7.2 The Contractor shall indemnify the Owner against any action, or claim coming out of the construction and shall defend all actions arising from such claims and himself pay any damages, cost of all and every sort or other charges which may be payable in respect of any article or material or part thereof legally incurred in respect thereof and included in the Contract.

7.3 In case any permission is required to be taken for execution / construction of the staff residences under this agreement and there is a breach by the contractor, SET shall stand indemnified against all claims, charges, liability etc. as the responsibility and liability in respect thereof devolves / rests upon the contractor.

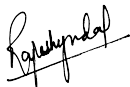
7.4 The Contractor shall indemnify the Owner against all claims, which may be made upon the Owner whether under the Workmen's Compensation Act, or under Common Law in respect of any employee of the Contractor.

7.5 The Contractor shall also be responsible for all injury to persons, animals or things, which may arise from the operation or neglect of him, or any of his employees. The Contractor shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury of damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of compensation damage consequent upon such claim.

7.6 The Owner shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor for which the Owner will be the sole deciding authority.

8. DATE OF COMMENCEMENT AND COMPLETION.

8.1 The time allowed for completing the work under this Contract shall be the essence of the Contract and shall be strictly observed by the Contractor. The contract work / Project shall be completed within 18 months from the date of handing over the site to the Contractor. The SET would extend all required support and inputs to help the Contractor to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Contractor, the Contractor shall be liable to pay penalty and/or liquidated damages as per the



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provisions of this Contract. The Contractor shall regularly in a time bound manner proceed with and complete the entire work on or before the 'Date of Completion'.

8.2 **Work Programme / Schedule.**

The Contractor shall submit to the owner / Engineer-in- Charge complete work program enumerating the stages, as per Payment Yardstick, in the form of bar chart within 30 days from the date of award of the Contract. In case the progress is found slow, the Owner reserves the right to impose suitable liquidated damage. The progress of work shall be reviewed every fortnight and ascertained if the recorded progress is in accordance with the time schedule submitted by the contractor & approved by the Owner.

8.3 **Certificate of Completion.**

8.31 Immediately after completion of works, the Contractor shall give notice thereof to the Owner.

8.32 The works shall be completed to the entire satisfaction of the Owner / Engineer-in-Charge / Architect.

8.33 The works shall not be considered as completed until the Engineer-in-Charge has certified in writing that the work has been accepted by the Owner. The defects liability period shall commence from the date mentioned as date of completion in this certificate.

8.34 The Owner shall also certify to the Contractor the stage of items or group of items or group of the works remaining defective / incomplete at the end of the defects liability period.

9. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION.**

In event of delay for any reason whatsoever from the Contractor's side or if the Contractor fails to complete the works by the date stipulated in the Contract or within extended time under relevant clause and the Engineer-in- Charge certifies in writing that in his opinion the same ought to have been completed by the stated/extended date, the Owner shall have the right to impose a deduction named as "LIQUIDATED DAMAGES" @ 2% of the Contract amount for every month of delay subject to **maximum of 10% of the contract value.**

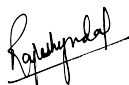
10. **INCENTIVE FOR EARLY COMPLETION.**

The Owner shall pay incentive to the contractor @ 0.25% of the contract value for every month of early completion subject to maximum of 5% of the contract value, in case the work is completed in all respect before the stipulated date of completion.

11. **CONTRACTOR'S SUPERVISION.**

11.1 The Contractor shall provide all necessary personal superintendence during the execution of the works, and as long thereafter as the Owner may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall post at least one experienced degree holder engineer, having site experience of 7 (seven) years in execution/supervision of similar works, for supervision and submit the copy of degree certificate of the Engineer within one week after the date of signing of agreement. In the event of non-deployment of Diploma Holder Engineer a sum of Rs.40,000/- per month shall be recovered from RA/Final bill of the Contractor. All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Owner /

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Architect / Engineer-in-charge, and the contractor shall, either himself be present to receive orders and instructions or have a responsible engineer / supervisor duly accredited in writing, present for that purpose.

11.2 Orders given to Contractor's engineer / supervisor / agent, nominated by the Contractor before or during commencement of work, shall be considered to have the same force as if they had been given to the Contractor himself.

11.3 The Contractor or his engineer / supervisor shall attend, when required, either at the office of the Architect & Owner or at the works site to receive instructions from Engineer-in-Charge.

11.4 The Contractor or his accredited Agent shall attend, when required and without making any charge for doing so, either at the office of the Architect & Employer or on the works to receive instructions from E-in-C.

11.5 **Site Safety and Security.** The Contractor shall make his own security arrangements to guard the site and his materials at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material, labour and maintaining good order and discipline.

12. **ENGINEER-IN-CHARGE'S / ARCHITECT'S INSTRUCTIONS.**

12.1 The documents forming part of the Contract shall be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small-scale drawings and figure dimensions in preference to scale drawings.

12.2 In case of discrepancy between schedule, the specification and of the drawings, the following order of precedence shall be observed:-

12.2.1 Schedules and Notes.

12.2.2 Specifications

12.2.3 Drawings

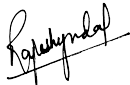
12.2.4 CPWD / BIS specifications

12.2.5 Standard Engineering practice.

12.3 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Owner in consultation with Engineer-in- Charge shall be the sole deciding authority with regard to the interpretation of the document and their decision in this respect shall be final and binding.

12.4 The drawings may require revisions at times to suit the requirements of the work, due to the availability of local material workmanship, site conditions or any other reason etc. Such changes shall be decided solely by the Owner/Architect and shall not entitle the Contractor to any extra payment, claim or compensation other than executed and measured work, whether during the Contract period or during the extended period of contract.

12.5 The Architect / Engineer-in-Charge may from time to time issue further drawings / written instructions, details, directions and explanation within the meaning of Contract agreement. In



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case of any discrepancy in the drawing or between the specifications, the decision of the Architect shall be final & binding.

12.6 The Architect shall supply dimensions, drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall execute it.

12.7 All the levels for the project have been calculated with reference to 0'- 0" as mentioned in Architectural drawings only. Dimensions & levels in structural details shall not be treated as correct in case of discrepancy.

12.8 Depth of all the foundations shall be measured from the plinth level which will be fixed by the architect.

13. **PROVISIONING OF MATERIALS, RESOURCES AND ACCEPTANCE.**

13.1 All construction materials, any material required, tools, plants, equipment and transport for the successful completion of works shall be provisioned by the Contractor. All charges on account of transport, Octroi, terminal tax or sales tax, GST etc. and other duties on materials obtained for the work from any source shall be borne by the Contractor.

13.2 **Sample of Material.**

The Contractor shall, at his own cost and expense supply to the Owner / Engineer-in- Charge samples of materials proposed to be used in the works for approval before being used. Without the written consent of the Owner or Engineer-in- Charge or their representative, no material is to be used/ incorporated in the work. The samples so approved, shall be retained for reference till completion of work.

13.3 **Testing of Materials.**

The Owner / Engineer-in- Charge shall be entitled to have tests carried out as specified in CPWD specifications, relevant IS code for any materials supplied by the Contractor and the Contractor shall provide at his expense all facilities, which the Owner may require. The cost of materials consumed in tests, cost of testing and transportation of samples to the approved laboratory, cost of testing shall be borne by the Contractor. The test results and lab report shall be submitted.

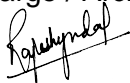
13.3.1 Testing to be carried out by reputed testing laboratory such as:

(1) Sri Ram Institute of Industrial Research, 19, University of Delhi, New Delhi 110 007

(2) National Council for Cement and Building materials, Ballabgarh or as directed by Engineer-in- Charge.

13.4 **Rejection of Materials.**

The Owner shall have full power to reject/remove any or all the materials brought to site by the Contractor which are not brand new and are not in accordance with the Contract Specifications or do not conform in character or quality to sample approved by the Owner/ Engineer-in- Charge/ Architect. The Owner or Architect shall have full powers to permit or to approve materials to be substituted for rejected materials. Such defective materials not conforming to the Indian Standards or specifications mentioned in the Contract shall have to be removed by the Contractor from site within 3 days after receiving written notice to do so by Owner / Engineer-in- Charge / Architect.



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14. **ORDERS UNDER THE CONTRACT.**

14.1 Owner shall have full powers to direct the Contractor without giving any reason to immediately cease to employ/dismiss / remove in connection with this Contract any agent, servant or employee whose continued employment in his opinion is undesirable.

14.2 If the Contractor after receipt of instructions from the Engineer-in-Charge/Owner requiring compliance, fails to comply within ten days with such further instructions, the Owner may employ and pay any other persons to execute any such works whatsoever that may be necessary to give effect there-to, and all costs incurred in connection therewith, shall be recoverable from the Contractor by the Owner as a debt or may be deducted by the Owner from any amount due or to become due to the Contractor.

14.3 All directions, notices etc. to be given under the Contract shall be in writing, typescript or printed and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on date of letter handed over in post office, when in the ordinary course of post it would have been delivered to him.

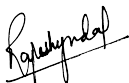
14.4 If the Contractor after receipt of written notice from the Architect/Owner/ E-in-C requiring, compliance fails to comply within ten days with such further instructions, the Owner may employ and pay other persons to execute any such works whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Owner as a debt or may be deducted by him from any money due or to become due to the Contractor.

15. **COMPENSATION.**

15.1 If it shall appear to the Owner / Architect / Engineer-in-charge, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on instructions from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost.

In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the Engineer-in-Charge may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge shall be final and binding on the contractor.

15.2 The Contractor is responsible and will ensure during the defect liability period that there are no leakage in roofs, ceilings, walls or floors or in the water supply, electrical or sewage system. The Contractor shall re-do the complete stage of work to the satisfaction of Engineer-in-Charge. If these defects are not rectified in time, then the Owner on Engineer-in-Charge's advice shall be at liberty to impose compensation equivalent to twice the cost of redoing the complete stage of work and recovery affected from amount due or that may become due to the



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Contractor. This clause shall remain applicable to all kind of defects in the works done by the Contractor under this contract.

15.3 The Contractor shall be accountable and responsible to compensate and pay damages to SET for any loss / damage / claim / liability, whatsoever, caused either directly or indirectly by the Contractor, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract.

16. **APPROVAL BY STAGES.**

The work shall be subject to examination and approval at each stage as broadly enumerated in Stages of Work as per (Annexure "D"). The Contractor shall give reasonable notice in writing to the Engineer-in- Charge when each stage is ready. In default of such notice, the Owner shall be entitled to appraise the quality and extents thereof the work executed / being executed by the Contractor. In the event of any dispute, the decision of the Owner thereon, shall be final and binding.

17. **MEASUREMENT OF WORK/SUBMISSION OF BILLS/CERTIFICATE AND PAYMENT**

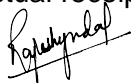
17.1 The contractor shall be paid by the Owner from time to time, by instalments under interim certificates on Running Account Bills, to be issued by the Architect/ Engineer-in- Charge on account of the work executed as per stages defined in "Stages of Work", when in the opinion of the Engineer-in- Charge the work up to particular Stage has been executed in full, subject to recovery of Statutory deduction and Security Deposit of such value mentioned. The stage of RCC work shall be deemed to be completed, 10 days after the initial casting and / or after curing period, after removal of stuttering and verification by Engineer-in-Charge, whichever is later. In case of any disagreement, the decision of the Owner in consultation with the Engineer-in-Charge & Architect shall be final and binding.

17.2 The intermediate payments under interim certificates to be issued by the Engineer-in-Charge shall be regarded as payments by way of advance against the final payment only.

17.3 No intermediate certificate of the Engineer-in- Charge shall itself be conclusive that any work or materials to which it relates to are in accordance with the terms of the Contract. Any certificate relating to work done measured or materials delivered may be modified or corrected by any subsequent interim or final certificate. The issuing of the certificate does not relieve the Contractor of his liability in respect of any defects.

17.4 On demand from Engineer-in- Charge/Owner regarding measurement of work or ascertaining quality of work, the Contractor shall render all assistance. The Contractor shall open up any hidden work or covered up work and make it good afterwards at his own expense when desired by the Engineer-in- Charge either to check/recheck it up for quality or workmanship or for checking the extent of work done.

17.5 All receipts for any payment made on account of this work must be signed by a person holding due power of attorney in this respect on behalf of the concerned party except when the party described is a limited company, in which case, the receipts must be signed in the name of the company by one of it's principal officers or by some other person having authority to give effectual receipt for the company.



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17.6 All payments due under this Contract shall be made by means of a crossed Cheque/RTGS.

17.7 After the certified completion of the works, the Contractor shall submit to the Owner his "Final Bill" drawn in an approved manner on the basis of the "Measurement Books" certified by the E-in-Charge. The final bill shall include all extra/substituted items of work. The final bill shall be submitted by the Contractor in quadruplicate, within **60 days** of physical completion of the works to the satisfaction of the Owner, for which no charges shall be allowed to the Contractor and the Contractor shall not make any claims after the submission of the final bill. No claim will be entertained after the receipt of the Final Bill. The Contractor shall be entitled to be paid the sum due on completion of work less all amount as mentioned below:-

17.7.1 All previous running accounts payments.

17.7.2 Cost of materials issued to the Contractor, if any.

17.7.3 Charges for water and electricity if supplied by the Owner.

17.7.4 Security Deposit.

17.7.5 Income tax or any other tax as per statutory obligation.

17.7.6 Any other deductions deemed necessary by the Owner for defects etc.

17.7.7 No charges shall be allowed to the Contractor on account of the preparation of the running bills and final bill.

17.7.8 Final Bill shall be paid until the Contractor has cleared the site to the satisfaction of the Engineer-in-charge and submitted clearance certificate from the Engineer-in-charge.

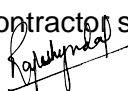
17.7.9 Final Bill shall be released only after the Contractor surrenders the water meter connection(s) taken from Delhi Jal Board (DJB) for construction purposes on each plot, submission of NOC and Zero Bill to the Owner.

17.7.10 Final Bill shall be released only after the Contractor surrenders the electric meter connection(s) taken from BSES / Local electricity distribution authority for construction purposes on each plot, submission of NOC and Zero Bill to the Owner.

18. **SECURITY DEPOSIT.**

18.1 Security deposit for due fulfilment of the Contract amounting to 5% of the gross value of the work done will be deducted from each payment made to the Contractor which will be retained till defects liability period of 12 months from the date of issue of completion certificate by the Engineer-in- Charge.

18.2 Security deposit mentioned above may be returned, without interest, by the Owner to the Contractor, after the expiry of the defect liability period, if there is nothing outstanding against the Contractor and provided that the works shall have been finally completed and all defects made good, according to the true intent and meaning before and also provided that there was no case of fraud, dishonesty or fraudulent concealment of fact relating to works or materials or any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or material which a reasonable examination would not have disclosed and provided always that the Contractor shall have been paid the final bill and have rendered a "No Demand Certificate".


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19. **DEFECTIVE WORK & DEFECTS LIABILITY.**

19.1 The E-in-C/Architect shall, during the progress of the work, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which, in the opinion of the E-in-C. are not in accordance with the specifications or the instructions of the E-in-C / Architect. The substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and the specifications or instructions, the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the E-in-C shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereof as certified by the competent authority shall be borne by the Contractor, or may be deducted by the Owner any money due or that may become due to the Contractor on the recommendation of E-in-C.

19.2 The Contractor is responsible and will ensure during the defect liability period that there are no leakage in roofs, ceilings, walls or floors or in the water supply, electrical or sewage system. Contractor shall redo the complete stage of work to the satisfaction of E-in-C. If these defects are not rectified in time, then the Owner on E-in-C advice shall be at liberty to impose compensation equivalent to twice the cost of redoing the complete stage of work and recovery affected from any money due or that may become due to the Contractor. This clause is applicable to all kind of defects in the works done by the contractor under this contract agreement.

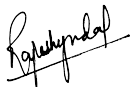
19.3 Defects liability period shall be twelve-calendar months after physical completion of the works as certified under relevant clause, except in case of **following** works:-

19.3.1 Works involving waterproofing in which case the liability of the Contractor shall be for the period of ten years in case of any seepage/leakage and the resultant damage caused by such defects. The Contractor will furnish guarantee bond on a non-judicial Stamp paper of Rs.100/- (Rupees hundred only), on completion of work of this stage, as per yardstick for payment.

19.3.2 Works involving Anti Termite treatment in which case the liability of the Contractor shall be for the period of five years in case of any termite infestation and the resultant damage caused by such defects. The Contractor will furnish guarantee bond on a non-judicial Stamp paper of Rs.100/- (Rupees hundred only), on completion of work of this stage, as per yardstick for payment.

19.4 Any defects in material or workmanship observed in the entire work within defect liability period shall be notified in writing/email by the Owner/ Engineer-in- Charge to the Contractor and shall be rectified by Contractor at his own cost and risk within time specified by Owner/ Engineer-in- Charge.

19.5 In case of default, the Owner may employ any other person to rectify or make good such defect. All expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him by the Owner and shall be deducted from any money due or may become due to the Contractor.



Signature with date of SET's
Representative

Signature of Bidder or his
Authorised Representative
with date

19.6 Should any defective works have been done or material supplied by any sub-Contractor employed or who has been nominated and approved by the Owner, the Contractor shall remain liable under the provisions of the clause notwithstanding the signing by the Owner / Architect/ E-in-C of any certificate or passing any account.

20. **CLAIM FOR EXTRA AMOUNT.**

20.1 **Variations.**

No alteration, omission or variation shall vitiate this Contract, but in case the E-in-C thinks proper at any time during the progress of the work to make any alterations in or omissions from the works or in the quantum of work or any alteration in the kind or quality of the materials to be used therein and shall with the consent of the Architect instruct Contractor accordingly and the Contractor shall alter, add or omit from item specified. No extra claim is entitled on this account.

20.2 The Contractor without specific written permission from the Owner shall not carry out any extra items/substituted items.

20.3 When any instruction or decision given at site involves an extra work or whereby the Contractor may plan to claim an extra amount, it shall be the responsibility of the Contractor to inform the Owner of the extra amount and get written authorization from the Owner before proceeding with the work involved. Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra amount. If no such information is given by the Contractor in writing to the Owner such modification shall not be accepted as the basis for extra charge.

21. **DETERMINATION.**

21.1 The Owner may, without prejudice to any other right or remedy which shall have occurred or shall occur thereafter to the Owner, cancel the Contract in any of the following cases: -

If the Contractor:

If Contractor:

21.1.1 Being an individual, or a firm, or any partner thereof shall at any time be adjusted involvement or have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his efforts or compositors or arrangement for the benefits of his creditors or proposes so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and on behalf of his creditors, or

21.1.2 Assigns, transfers or sub-lets any portion of the works without the prior written approval of the Owner, or

21.1.3 Major defaults in commencing the work within a reasonable time from the date of the handing over of the site, and continues in that state after reasonable notice from the Engineer-in- Charge, or

21.1.4 At any time, whether before the completion date or during the extended date for completion makes defaults in proceedings with the works, with the diligence and continues in that state after reasonable notice for the Engineer-in- Charge/Owner, or

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21.1.5 Fails to comply with any of the terms and conditions of the Contract, or after reasonable notice in writing, with directions properly issued there under, or if contractor stops the work for 3 weeks continuously, or

21.1.6 Fails to comply the works, work order and items of works, with individual date for completion and clear the site on or before the date of completion. Whenever the Owner exercises his authority to cancel the Contract under this condition, he may complete the works by any means at the Contractor's risk and expense provided always that in the event of completion, the cost of completion or after alternative arrangements have been finalised by the Owner to get the works completed estimated cost of completion (as certified by the Architect) and approved by Owner being less than the Contract cost, the advantage shall accrue to the Owner. If the cost of completion or after alternative arrangement have been finalised by the Owner to get the works completed, estimated cost of completion (as certified by the Architect) and approved by the Owner exceeds the money due to be paid to the Contractor under this Contract the Contractor shall either pay the excess amount assessed by the Architect or the same shall be recoverable from the Contractor by other means.

The Owner shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on site, as may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from cancellation of the Contract as aforesaid.

21.2 Whenever the Owner exercises his authority to cancel the Contract under this condition, he may complete the works by any means at the Contractor's risk and expense.

21.3 The Owner shall be at liberty to hold and retain in their hands materials, tools, plants equipment, machinery and stores of all kinds on site, as may think proper and may at any time sell any of the said materials, tools, plants equipment, machinery and stores and apply the proceeds of sale in or towards the realisation of any loss which may arise from cancellation of the Contract as aforesaid.

21.4 The Owner shall also be at liberty to use the materials, tools, plants equipment, machinery and other stores on site of the Contractor as they think proper in completing the work.

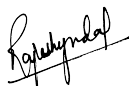
22. **FORECLOSING.**

If at any time after the commencement of the work, SET for any reason whatsoever does not require the whole or any part of the work as specified in the tender to be carried out, SET shall have the right to terminate this Agreement in case the Contractor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Contractor or by its staff or agent. SET shall communicate the termination by giving a notice in writing to the Contractor, who shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the works.

23. **SETTLEMENT OF DISPUTE.**

In case of any dispute or difference arising during the progress of or construction/execution of the work or after construction in relation to meaning or interpretation of the agreement, the

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authorised official of the Salwan Education Trust and the Contractor will address the disputes / differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Delhi/New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

24. **FORCE MAJEURE**

Time shall be the essence of the contract in this regard subject however to 'Force Majeure'. For the purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood, pandemic, epidemic. If a Force Majeure situation arises, the Contractor shall promptly notify the SET in writing of such conditions and the cause thereof. Unless otherwise directed by the SET in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

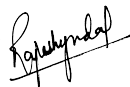


Signature with date of SET's Representative

Signature of Bidder or his Authorised Representative with date

Civil Works : Schedule "A" Schedule No 1 : Earth Work : Schedule of Quantities
Name of Work : Construction of Staff Residences on Plot Nos 53 / 11 to 53 / 14, Rajendra Nagar, New Delhi - 110 060

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	2.1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in- Charge:				
1.1	2.1.1	All kinds of soil	Sqm	411.1392		
2	2.6	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge in all kinds of soil.	Cum	616.7088		
3	Non DSR Item	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift beyond 1.5 m, as directed by Engineer-incharge in all kinds of soil.	Cum	875.726496		

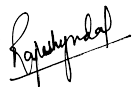


4	2.8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches, footings of columns, or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m in all kinds of soil	Cum	173.02295		
5	2.10	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m :				
5.1	2.10.1	All kinds of soil				
5.2	2.10.1.1	Pipes, cables etc, not exceeding 80 mm dia	Metre	10		
5.3	2.10.1.2	Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	Metre	25		
5.4	2.10.1.3	Pipes, cables etc. exceeding 300 mm dia. but not exceeding 600 mm dia	Metre	15		
6	2.16	Close timbering in trenches and over areas including strutting, shoring and packing cavities (wherever required) complete. (Measurements to be taken of the face area timbered).				
6.1	2.16.1	Depth not exceeding 1.5 m	Sqm	15		
6.2	2.16.2	Depth exceeding 1.5 m	Sqm	15		

7	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m	Cum	160.2		
8	2.26.1	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials, in all kind of soils.	Cum	227.484		
9	2.27	Supplying and filling in foundation / plinth with sand under floors, including watering, ramming, consolidating and dressing complete	Cum	111.0729		
10	2.34 (modified)	Supplying chemical emulsion Imidacloprid 30.5% SC or Bifenthrin emulsifiable concentrate in sealed containers including delivery as specified	Litres	20		
11	2.36 (DSR 1997)	Diluting and injecting chemical emulsion (excluding the cost of ATT chemical emulsion : labour and application only) for Pre-Constructional Anti Termite treatment and creating a continuous chemical barrier under and all around the columns, pits, wall trenches, basement excavation, top surface of plinth filling, junction of walls and floors, along the external perimeter of building, over the top surface of consolidated earth on which apron is to be laid, surrounding of pipes, conduits etc, shafts complete as per specifications (plinth area of the building at Ground Floor only) shall be measured for payment).	Sqm	450		

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12	15.60 (Modified)	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials or excavated earth by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	Cum	1242.503141		
		Total of Sub Head : "A" No 1 : Earth Work (Rs)				



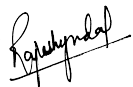
Civil Works : Schedule "A"
Schedule No 2 : Concrete Work (PCC)

Name of Work : Construction of Staff Residences on Plot Nos 53 / 11 to 53 / 14, Rajendra Nagar, New Delhi - 110 060

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Concrete Work : PCC				
1	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
1.1	4.1.2	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	3.00		
1.2	4.1.3	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	6.60		
1.3	4.1.8	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)	Cum	53.86		
1.4	4.1.10	1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	Cum	8.00		
1.5	Non DSR Item	Providing and laying broken Autoclaved Aerated Cement Block (AAC) and / or bats (light weight having density 550-650 Kg/m ³) of nominal size 25 mm to 65 mm in ratio 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 broken to size AAC block aggregates derived from AAC blocks) in the sunken portions or otherwise specified upto floor five level all complete as per directions of Engineer-in-charge.	Cum	10.00		

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
2	4.2	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing:				
2.1	4.2.2	1:1½:3 (1 cement : 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	4.00		
3	4.2.3	1:2:4 (1 Cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	98.86		
4	4.2.5	1:3:6 (1 cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	3.00		
5	4.12	Extra for providing and mixing water proofing material (liquid type) in cement concrete per bag of work in doses by weight of cement as per manufacturer's specification	Per bag (50 Kg) of Cement	50.00		
6	4.3	Centering and shuttering including strutting, propping etc. and removal of form work for :				
6.1	4.3.1	Foundations, footings, bases for columns sqm	Sqm	20.00		
6.2	4.3.2	Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc.	Sqm	25.00		
6.3	4.3.3	Columns, piers, abutments, pillars, posts and struts	Sqm	10.00		

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
7	4.11	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20mm nominal size derived from natural sources).	Sqm	12.00		
8	4.12	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	Per bag (50 Kg) of Cement	4.00		
9	4.13	Providing & applying a coat of residual petroleum bitumen of grade of VG-10 of approved quality using 1.7kg per square metre on damp proof course after cleaning the surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil.	Sqm	12.00		
10	5.30	Add for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections	metre	100.00		
11	4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	Sqm	65.00		
		Total of Sub Head : "A" Schedule No 2 : Concrete Work PCC (Rs)				



Civil Works : Schedule "A"

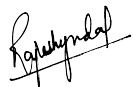
Schedule No 2 : Concrete Work (PCC)

Civil Works : Schedule "A"
Schedule No 3 : Reinforced Cement Concrete Work (RCC)

Name of Work : Construction of Staff Residences on Plot Nos 53 / 11 to 53 / 14, Rajendra Nagar, New Delhi - 110 060

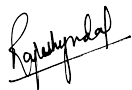
Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Reinforced Cement Concrete Work				
1	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
1.1	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	275		
2	5.2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level , excluding cost of centering, shuttering, finishing and reinforcement :				
2.1	5.2.2	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	110		
3	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	305		

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Reinforced Cement Concrete Work				
		OR				
4	5.33	Providing and laying in position Ready Mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland / Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete				
4.1	5.33.1	All works upto plinth level				
4.1.1	5.33.1.2	Concrete of M30 grade with minimum cement content of 350 kg /cum	Cum	274		
4.2	5.33.2	All works above plinth level upto floor V level including Mumty level				
4.2.1	5.33.2.1	Concrete of M25 grade with minimum cement content of 330 kg /cum	Cum	415		
4.3	5.35	Add for using extra cement in the items of design mix over and above the specified cement content therein	Quintal	150		

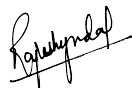


Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Reinforced Cement Concrete Work				
5	5.8	Reinforced cement concrete work in vertical and horizontal fins individually or forming box louvers, facias and eaves boards above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20mm nominal size derived from natural sources).	Cum	4		
6	5.9	Centering and shuttering including strutting, propping etc. and removal of form for				
6.1	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	Sqm	45		
6.2	5.9.2	Walls (any thickness) including attached pilasters, buttersesses, plinth and string courses etc.	Sqm	600		
6.3	5.9.3	Suspended floors, roofs, landings, balconies and access platform	Sqm	2000		
6.4	5.9.4	Shelves (Cast in situ)	Sqm	50		
6.5	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	500		
6.6	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	Sqm	1000		
6.7	5.9.7	Stairs, (excluding landings) except spiral-staircases	Sqm	110		
6.8	5.9.11	Chimneys and shafts	Sqm	150		
6.9	5.9.13	Vertical and horizontal fins individually or forming box louvers band, facias and eaves boards	Sqm	25		
6.1	5.9.15	Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, bands, copings, bed plates, anchor blocks and the like	Sqm	90		
6.11	5.9.16	Edges of slabs and breaks in floors and walls				
6.12	Non DSR Item	Under 10 cms wide	metre	135		

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Reinforced Cement Concrete Work				
6.13	Non DSR Item	Between 10 to 20 cm wide	metre	135		
6.14	5.9.16.2	Above 20 cm wide	Sqm	20		
6.15	5.9.17	Cornices and mouldings	Sqm	10		
6.16	5.9.18	Small surfaces such as cantilever ends, brackets and ends of steps, caps and bases to pilasters and columns and the like				
6.17	5.9.20	Suspended floors, roofs, landings, balconies and access platform with water proof ply 12 mm thick	Sqm	110		
6.18	5.9.21	Lintels, beams, plinth beams, girders, bressumers and cantilevers with water proof ply 12 mm thick	Sqm	500		
7	5.12	Providing, hoisting and fixing above plinth level up to floor five level precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like, including the cost of required centering, shuttering but , excluding cost of reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	Cum	2		



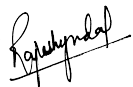
Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Reinforced Cement Concrete Work				
8	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
8.1	5.22.6	Thermo-Mechanically Treated bars of grade Fe-500D or more	Kgs	20,050		
9	5.22A	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.				
9.1	5.22A.6	Thermo-Mechanically Treated bars of grade Fe-500D or more	Kgs	84,500		
10	5.30	Add for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections.	meter	200		
		Total of Sub Head : "A" Schedule No 3 : Reinforced Cement Concrete Work (RCC) if Volumetric Mix is used (Rs)				
		Total of Sub Head : "A" Schedule No 3 : Reinforced Cement Concrete Work (RCC) if Design Mix (RMC Mix) is used (Rs)				



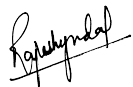
Civil Works : Schedule "A"
Schedule No 4 : Masonry Work

Name of Work : Construction of Staff Residences on Plot Nos 53 / 11 to 53 / 14, Rajendra Nagar, New Delhi - 110 060

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Brick Work				
1	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
1.1	6.1.1	Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	1		
1.2	6.1.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	8.28		
2	6.4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :	Cum			
	6.4.1	Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	2		
	6.4.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	146.625		
3	6.12	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in :				
	6.12.2	Cement mortar 1:4 (1 cement : 4 coarse sand)	Sqm	208		
4	6.13	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to and including Mumty level.				
	6.13.2	Cement mortar 1:4 (1 cement :4 coarse sand)	Sqm	1428		



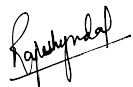
Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
5	6.15	Extra for providing and placing in position 2 Nos 6mm dia. M.S. bars at every third course of half brick masonry.	Sqm	1428		
		Total of Sub Head : "A" Schedule No 4 : Masonry Work (Rs)				



Civil Works : Schedule "A"
Schedule No 5 : Cladding Work

Name of Work : Construction of Staff Residences on Plot Nos 53 / 11 to 53 / 14, Rajendra Nagar, New Delhi - 110 060

Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
		Granite & Marble Work				
1	Non DSR Item (Modified from item No 8.2)	Providing and fixing 18 mm thick gang saw cut, mirror polished, chamfered / premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window , sills, facias, jambs, soffits and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing of edges to give high gloss finish etc. complete at all levels.				
1.1	8.2.1	Raj Nagar Plain white marble/ Udaipur green marble/ Zebra black marble				
1.2	8.2.1.1	Area of slab upto 0.50 sqm	Sqm	7	2906.45	20345.15
1.3	8.2.1.2	Area of slab over 0.50 sqm	Sqm	9	2639.45	23755.05
1.4	8.2.2	Granite stone slab of colour black, Cherry/Ruby red				
1.5	8.2.2.1	Area of slab upto 0.50 sqm	Sqm	9	4679.35	42114.15
1.6	8.2.2.2	Area of slab over 0.50 sqm	Sqm	45	4425.35	199140.75
1.7	8.2.3	Granite stone slab of all colour and texture except black, Cherry / Ruby red				
1.8	8.2.3.1	Area of slab upto 0.50 sqm	Sqm	186.21	3555.45	662060.3445
1.9	8.2.3.2	Area of slab over 0.50 sqm	Sqm	203.68	3301.45	672439.336



Ser No	DSR Item	Description of Item	Unit	Quantity	Rate (Rs)	Amount (Rs)
2	8.3	Providing edge moulding to 18 mm thick marble stone counters, Vanities etc., including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge				
2.1	8.3.1	Marble work	Metre	10	244.9	2449
2.2	8.3.2	Granite work	Metre	150	488.85	73327.5
3	8.4	Extra for fixing marble /granite stone, over and above corresponding basic item, in facia and drops of width upto 150 mm with epoxy resin based adhesive, including cleaning etc. complete.	metre	90	475.55	42799.5
4	8.5 (modified)	Extra for providing opening of required size & shape for wash basin/kitchen sink in kitchen platform, vanity counter and similar location in marble/ Granite/ stone work, including necessary holes for pillar taps, gas pipe etc. including moulding, rubbing and polishing of cut edges etc. complete.	Each	52	808.15	42023.8
5	8.6	Mirror polishing on marble work/Granite work/stone work where ever required to give high gloss finish complete.	Sqm	100	417.6	41760
		Total of Sub Head : "A" Schedule No 5 : Cladding Work (Marble & Granite Work) (Rs)				18,22,214.58

