



## **CRITERION 4**

### **SUPPORTING DOCUMENT**

**4.4.2 Established systems and procedures for maintaining and utilizing physical, academic and support facilities- laboratory, library, sport complex, computers, classrooms etc.**



S. No.	Content
1	Rule book of use and maintenance of Physical, Academic, and Support Facilities
2	Copy of Tender documents for the civil works
3	Copy of plumbing complaint register
5	Copy of electrical complaint register
6	Copy of order and bills of procurement of ACs by estate office
7	Copy of the duty chart of guards
8	Copy of duty chart of cleaning staff
9	Photographs of the tools used by the gardening staff

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**NAAC  
Assessment  
and  
Accreditation 2021**



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**1. Rule Book of use and maintenance of Physical, Academic  
and Support Facilities**

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**Screenshots of the stock register of Physics, Chemistry  
and Computer science Department**

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**St. Stephen's College, Delhi**  
**Use and Maintenance of Physical, Academic, and Support Facilities**

St. Stephen's College has a vast campus that is spread over 28.42 acres within the Delhi University Enclave in North Delhi and includes state of the art physical, academic, and support facilities for its students, teachers, and non-teaching staff.

The College constantly creates and improves its infrastructure to keep up with the changing needs and challenges of the teaching-learning process. The classrooms, laboratories, and the library are given particular attention to cater to the academic needs of the students.

The College has an Estate Office that is dedicated to the day-to-day upkeep and maintenance of the physical infrastructure including built space and green space. The Estate office under the Estate Officer has a set of skilled labourers, masons, carpenters, electricians, plumbers, and other specialists to undertake this duty.

The policy on use and maintenance of assets and facilities may vary across departments. However, the following general policy guidelines will apply to all Departments:

1. Every department must maintain a stock register of all the movable assets including equipment, supplies, and tools under the department.
2. Proper inspection must be done on a periodical basis. Regular audits and inspections must be conducted to keep a check on the stocks maintained by all departments. Inventory list may be submitted biannually/annually.
3. Weekly reports may be generated about the state of upkeep and repairs by every department.
4. All advanced and expensive equipment in all Departments will be maintained through an Annual Maintenance Contract (AMC). Smaller instruments and equipment can be repaired from time-to-time and maintained periodically.

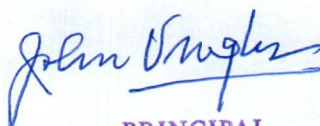
This document will now outline some of the more specific rules and guidelines regarding the use and maintenance of the physical, academic, and support facilities on campus.

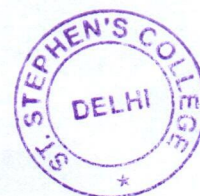
**Classrooms**

The College tries to incorporate the latest advances in ICT technology in all its classrooms so that the latest developments in audio-visual and distance learning can be deployed in the classrooms.

Use:

1. All classrooms are to be used by the teachers and students according to the approved timetable.
2. The classrooms may also be allotted for extra-curricular events, society activities and seminars with permission from the concerned authorities.
3. Those using the classrooms are responsible to ensure that that cleanliness and decorum is maintained in the classroom.
4. All lights, fans, and all other electronic and electrical equipment are to be turned off when a classroom is not in use.

  
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Maintenance:

1. The day-to-day maintenance of the classroom is to be carried out by the housekeeping staff under the Estate Office.
2. The Estate Office is also responsible for carrying out yearly/periodical maintenance of the classrooms. In case of major repairs, the Estate Office may do it in consultation with the College Architect or any other expert as deemed necessary.

**Seminar Room**

Use:

1. The seminar room may be used for academic, extra-curricular, society activities, seminars, and short-term administrative activities with the permission from the concerned authorities.

Maintenance:

1. The day-to-day maintenance of the Seminar Room is to be carried out by the housekeeping staff under the Estate Office.
2. The Estate Office is also responsible for carrying out yearly/periodical maintenance of the Seminar Room. In case of major repairs, the Estate Office may do it in consultation with the College Architect or any other expert as deemed necessary.

**College Hall**

Use:

1. The College Hall may be used for academic, extra-curricular, society activities, seminars, morning assemblies and other College gatherings with the permission from the Principal.

Maintenance:


1. The day-to-day maintenance of the College Hall is to be carried out by the housekeeping staff under the Estate Office.
2. The Estate Office is also responsible for carrying out yearly/periodical maintenance of the College. In case of major repairs, the Estate Office may do it in consultation with the College Architect or any other expert as deemed necessary.
3. There shall be persons designated by the College to manage the lights and sound systems.

**Common Rooms**

The College has a Junior Common Room (JCR) for the use of all Junior members managed by the JCR Committee, a Ladies Common Room (LCR) for the exclusive use of female Junior Members and a Senior Common Room (SCR) exclusively for the faculty members.

Use:

1. The JCR is open to all current students of the College for using it as a recreational space.

  
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2. The LCR is exclusively for use by the current female Junior Members of the College and the SCR is for exclusive use by the faculty members.
3. These facilities may be used for other non-designated academic, co-curricular or extra-curricular activities, and gatherings with the permission of the concerned authorities.

Maintenance:

1. The day-to-day maintenance of the JCR, LCR, and the SCR is to be carried out by the housekeeping staff under the Estate Office.
2. The Estate Office is also responsible for carrying out yearly/periodical maintenance of the JCR, LCR, and the SCR. In case of major repairs, the Estate Office may do it in consultation with the College Architect or any other expert as deemed necessary.
3. The JCR committee may make recommendations regarding the facilities in the JCR through the faculty member in charge.

**Chemistry Lab**


The Lab has instruments and equipment such as Potentiometer, Conductometers, pH meter, Calorimeter, Polarimeter, Colorimeter, UV-Vis spectrophotometers, Flame photometer; UV lamp chamber, Electrical melting point apparatus, Electrical water bath, Ovens, Centrifugation machines, Muffle furnace, Rotary evaporator, BOD incubator and Drill machine etc.

Use:

1. Bonafide regular students of B Sc (Hons) Chemistry; B. Sc. Programme with Chemistry; and students of other department of the college who take up GE in Chemistry, Chemistry teachers, and research students in our college can use the Chemistry labs.
2. Chemistry Students use it during their lab classes and other science students, research students, teachers from Physics/ Maths Department could use it with prior intimation/ permission from HoD and the concerned teachers.
3. Guidelines for proper use are typed in bold and pasted next to certain lab apparatus, chemicals and reagents, equipment and instruments for easy access and compliance by students, teachers and lab staff.
4. There are safety measures in place in case of an accident in lab. For e.g., functional fume hoods, exhaust fans, first-aid box in lab, sanitizers, continuous supply of tap, open spaces behind labs for carrying out organic reactions, water, eye wash station, sand, fire extinguishers, on campus nurse etc
5. All students are required to be acquainted with the Chemistry Lab Safety Manual before they work in the lab. The Safety Manual can be read by clicking [here](#).

Maintenance:

1. The maintenance of lab chemicals, apparatus, equipment cleanliness of lab, issuing and stock-taking of chemicals, apparatus and equipment is usually done by the lab staff and overseen by the Chemistry Department teachers.
2. The lab apparatus, equipment and instruments undergo periodic maintenance by lab staff and professional technicians regularly.

  
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3. The proper day-to-day maintenance of every apparatus, equipment and instrument is regularly demonstrated to students by teachers during lab classes and lab staff.


### Physics Lab

#### Use:

1. Primary User: Students enrolled in the course work under the Physics Department like B.Sc. (Physics Hons.) Physics, B.Sc. Programme (Physical Sciences), Generic Elective students.
2. Other Users include: a. Students doing project work with any faculty member of the Physics Department, can use the laboratory under the supervision of the concerned teacher and b. Students working for the Physics and Electronics Societies of the college under the guidance of the staff advisors.
3. Students are not allowed to enter the lab early unless the instructor is present. If they have to stay back and finish their experiments then they are required to take permission from the teacher conducting the lab.
4. The students should be thoroughly familiar with the apparatus and the procedure before they begin their experiments.
5. They should handle all the devices, equipment, chemicals and glassware with utmost care.
6. Students should not leave the laboratory without permission while performing any experiment.
7. As Mercury is extremely poisonous, the teacher overseeing the laboratory should be informed immediately if a mercury thermometer is broken. Care should be taken not to touch the spilt mercury with bare hands.
8. Eating is prohibited in the laboratories during the class.
9. The apparatus should be issued at the beginning of the laboratory class and should be returned after completion of their class.
10. The lights and fans should be switched off before leaving the laboratory
11. All students are required to be acquainted with the detailed Physics Lab Safety Manual before they work in the lab. The Safety Manual can be read by clicking [here](#).

#### Maintenance:

1. At the beginning of every semester, stock checking of all the laboratory apparatus is done by faculty members along with lab staff.
2. Every equipment is numbered for identification.
3. Every equipment is checked and tested for their proper working before the beginning of a laboratory coursework and then duly signed and dated by the testing authority.
4. A stock register, an issuing register, faulty equipment register and a complaint register are maintained in the laboratories.
5. A written receipt is kept by the Lab Staff if any item is issued to any teacher with the signature of the teacher concerned.
6. Any item issued to a student should be based on a receipt signed by the student concerned and the teacher in charge of the class.
7. A Students from any other college may be issued an item if they are part of an experimental Physics/Theoretical Physics group of the college and the item concerned costs less than Rs.5000 provided the teacher concerned is a cosignatory.

  
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8. In case of any breakage of an apparatus, the students should immediately inform the concerned teacher and the lab staff.
9. If a device or an equipment becomes faulty while performing an experiment, the student should immediately report and write the nature of fault along with its assigned number in the complaint register.
10. The faulty components should be put in a separate box kept at the issuing counter.

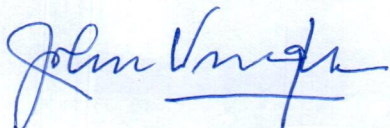
### **Computer Science Lab**

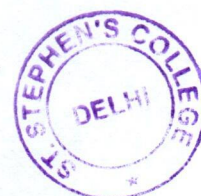
#### Use:

1. The lab is primarily used by students enrolled in B.Sc.(P) Computer Science and Students from Honours courses who have opted for Computer Science as their GE (General Elective) Paper.
2. It is also used by Students working for the Computer Science Society of the College under the guidance of the Staff Advisors.
3. Students are allowed to use the lab while the concerned teacher is present in the lab.
4. If any student wants to leave the lab in between for any exigency then she/he is required to take permission from the concerned teacher taking the class.
5. If the lab is free and any student wants to use the lab to finish her/his practical or do practice, then she/he is required to take permission from the concerned teacher and inform the STA (Senior Technical Assistant)
6. All users of the lab are required to handle all the devices, equipment and furniture with utmost care.
7. All users of the Laboratory are required to maintain proper decorum and avoid misdemeanour.
8. The laboratory is to be kept neat and clean.
9. Drinks and eatables are not allowed in the lab.
10. Switch off the Air Conditioners, lights and fans are to be switched off when the laboratory is not in use.
11. All students are required to be acquainted with the detailed Computer Science Lab Safety Manual before they work in the lab. The Safety Manual can be read by clicking [here](#).

#### Maintenance:

1. Lab infrastructure such as furniture, air conditioner, fans, lights, fire extinguisher etc., are maintained by the Estate office of the college.
2. At the beginning of every semester or whenever required during semester, software installation in lab computers is done by STA, as per the requirement of the subjects being taught.
3. No one other than the STA is authorized to install/ remove any software.
4. Prior to the Practical Examinations, all unwanted data from the computers is deleted and the machines are prepared for the examinations by the STA.
5. Users should not attempt to repair, open, temper or interfere with any of the computers, printers, cables, Air Conditioners or other equipment.
6. In case of any breakage of the equipment, the same should immediately be informed to the STA.

  
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7. The new machines in the lab are under warranty and are maintained by the Vendor. Remaining machines (which are out of warranty) are also maintained by vendor but on call basis as and when required under supervision of STA.
8. Do not remove anything from the computer lab without permission of the STA.
9. All users are required to follow the directions of the STA.

### **Library**

St. Stephen's College Library is as old as the College itself. Established in the year 1881 and moved to the current location in the year 1941, it has a rich history of its own. What started in a small room with one book cabinet and a few books as its collection in the year 1881, has now grown to be a fully automated and airconditioned Library with two full-fledged wings known as the Old wing and the New wing, and has a collection of more than one lakh books. The College Library stands today with a total covered area of 993.10 sq. metres.

#### Use:

1. All current students, teachers, and those with permission from the concerned authorities are allowed to access and make use of the facilities in the library.
2. The Library is automated using Troodon 5.5 software. The OPAC helps the users to search through vast collection in the Library.
3. The Library reading room has a total seating capacity of 222.
4. The Library has a separate textbook section containing multiple copies of textbooks for different courses offered by the College.
5. The Library has more than 7000 books in the rare book section. These books are useful source of information for study and research.
6. The Library also has a rare collection of more than 4000 Persian books. Some of these books are rare and not available in any other library.
7. Video Library: A separate video-library section is developed where students and faculty members can watch videos, films and documentaries on various topics such as arts, history, culture, science etc. Users are allowed to issue CDs, DVDs and VHSs from the Library collection.
8. Computer Section: The Computer and Internet Area for Research provides Internet and Intranet facility to the users for their research needs.
9. Faculty Room: A separate room has been allocated for the faculty members with reading space and internet, scanning and xeroxing facility. Separate lockers are also provided for faculty members in the Library.
10. Archives: The College Archives possesses a rich collection of historical documents and photographs. It also contains rare archival materials such as photographic slides, videos, books, maps, artifacts, published material like College Journals etc. The rarest collection of the Library is the TORAH Scroll which is almost 250 years old.
11. Scanning Division: The latest addition to the College Library is the Scanning Division containing the Zeutschel OS 12002 scanner and AVISION Scanner. The scanning division focuses to meet all the digitization needs of the College inhouse.
12. Enabling Unit: The enabling unit of the Library is a separate facility designed for the visually challenged and differently abled students. It is equipped with Desktop computers with multimedia speakers, Headphones, LEX scanner and JAWS screen reading software. Besides





which various other scanners like Horizon, Sara CE, HP Scanner, Zoom Ex Scanner etc. are available in this section. The Library staff help the students by scanning and providing the soft copies of the reading material to the students.

13. E-Resources: The Library is a member of NLIST, which is jointly executed by E-Shodh Sindhu Consortium, Inflibnet and INDEST-AICTE Consortium, IIT Delhi.
14. Besides NLIST, the Library also has access to e-resources through Delhi University Library System and E-Shodh Sindhu of UGC. The Library users have access to more than 126 databases, millions of e-books and more than 30,000 e-journals through NLIST, Delhi University Library System and E-Shodh Sindhu of UGC.

#### Maintenance:

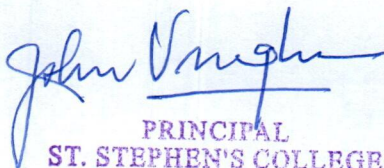
1. The day-to-day maintenance of the Library is carried out by the housekeeping staff under the Estate Office, and the Library Staff under the guidance of the librarian.
2. The Librarian is also responsible for carrying out yearly/periodical maintenance of the Library through the Estate Office. In case of major repairs, upon requested by the Librarian, the Estate Office may do it in consultation with the College Architect or any other expert as deemed necessary.

#### **Sports Facilities**

The sports facilities of the College include a full-size football field, tennis courts, badminton courts, basketball court, squash courts, table tennis, volleyball court, and shooting range.

#### Use:

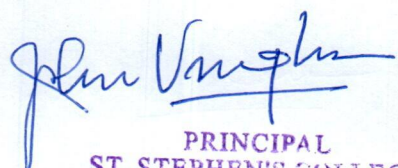
1. The Sports Infrastructure of the College is intended for the exclusive use of current students and Faculty Members of the College of Stephen's College, Delhi. No visitor, former student, family member or outsider is allowed to access or use the equipment/s.
2. These rules are to be followed in all sports facilities of the College such as the Football Play Field, Basketball Court, Tennis Courts, Volleyball Court, Shooting Range, Badminton Court Squash Courts and Table Tennis.
3. For rules related to the College Gymnasium, refer to the specific rules of the Facility.
4. These Sports Facilities of the College are considered as temples of learning that aim to develop the overall personality in the student athletes of the college. All users are required to treat the facility, equipment, players and staff with respect and courtesy.
5. All Students should wear appropriate apparel and footwear to comply with the requirements of the sports facility, otherwise the access to and use of such facilities will be refused. Sports related training clothes should be worn with proper sports footwear. Students should not play in formal clothes and Leather shoes and heels are prohibited.
6. Anyone who is training for Fitness and/or Exercise in the Sports facility/infrastructure in the College is advised to take a personal appointment with a medical physician for a complete check-up.
7. Students who have been advised to avoid physical activity or exercise should avoid training in the Sports facility and can meet the Department of Physical Education for other possible opportunities. It is considered the students who do not submit a written intimation of special needs or medical requirements is considered healthy to indulge in physical activities and exercise.

  
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8. In case of any special needs the student can approach the Department of Physical Education and submit the medical advisory or Certificate.
9. Students suffering from any form of Communicable Disease must duly inform the authorities. Till the time they are not cleared by the Doctor (fitness certificate) he/she should avoid using the Sports facility or other sporting facilities.
10. In case of any injury or accident the causality will be given basic first aid by the College Medical staff. Any further treatment is to be done by the individual on a personal level.
11. Presence in the playground/playing courts is only for those limited to using the facility. People who are not making use of the facility for sport and/or games are not allowed in the area.
12. The maximum number of people who can be at a given time in the sports facility is given below:
  - a. Football Play Field: 50
  - b. Basketball Court: 25
  - c. Tennis Court: 08
  - d. Volleyball Court: 12 to 20
  - e. Shooting Range: 08 – 10
  - f. Badminton Court: 04
  - g. Squash Court (2): 02 per court
  - h. Table Tennis: 04 per table
13. The College sports facilities/infrastructure is for specialized places dedicated for training sport specific and athletic skills of the students. The first priority to train and play on these facilities is with the College Team. Students, who wish to practice otherwise, must select another time that does not clash with the practice of the College Team/s.
14. Students are encouraged to train on these facilities and should always carry their College ID Card in person
15. Smoking, eating and drinking (except water) is prohibited in the College Sports facilities at all times.
16. Anyone who is new to sports training can request for a formal Induction (with the Team Captain or Coach or Senior Player or the Department of Physical Education with prior appointment) to acquaint themselves to the sport – their training, precautions and dangers related to sport related training.
17. Persons using the equipment in the playfield or playing courts are responsible for their own safety. They are advised to seek advice and assistance from the Team Captain or Coach or Department of Physical Education if necessary.
18. For the safety of all users, please refrain from stopping or interfering in others' use of the equipment in the facility.
19. For the benefit of all, students can be issued with sport specific equipment by submitting a copy of their ID Card. The issued item/s will be sole responsibility of the issuer. Any damage to the facility or equipment would be born the concerned student or faculty and replacement be made at market rate/s of the damaged equipment. Users are responsible for any damages to the facilities or equipment.
20. Except for Facility related activities, no other activities (commercial or religious activities) are allowed in these facilities without prior written approval from the College Principal and Department of Physical Education.

  
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21. Private Personal coaching, assessments and other related activities are not allowed in all venues without prior authorization from the College Principal and the Department of Physical Education.
22. User are requested not to speak loudly or shout unnecessarily inside the sport facilities of the college.
23. Playing loud music during Sports Training, Team practice or Match is strictly disallowed.
24. The use of personal towel is advised for personal hygiene and in order to avoid possible contagions. Once you have finished your session, do not leave the towel in the facility.
25. In case of any complaints, you should immediately contact the Team Captain or Coach and the Department of Physical Education.
26. Users are responsible for their own property and safety. The College will take no responsibility for the loss, theft or damage of belongings brought into the facility by users.
27. The General Rules and Regulations of the College related to discipline especially bullying and respecting women are also applicable to this facility.
28. Carrying personal equipment or any kind of weapons or firearms anywhere in the College is not allowed and strictly prohibited.
29. The College will not be held responsible for any loss, injury or death of anyone using the facility.
30. Failure to comply with the above rules may result in loss of sports facility access and related privileges.
31. All users are required to follow the instructions of the College Team Captain, Coach and Teachers from the Department of Physical Education.
32. The College reserves the right to amend these rules and regulations without prior notice

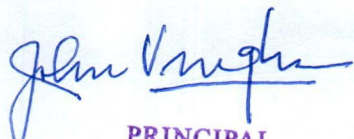
Maintenance:

- The Department of Physical Education also oversees the maintenance of the sports facilities in the college. The same is achieved through a daily program of supervision and coordination undertaken by the workers and grounds men of the College.
- The Department has for the purpose of maintenance of the playfield the following equipment:
  - 1. Lawn Mover (Two)
  - 2. Handheld Grass Cutter, etc.

**Gymnasium**

Use:

1. The Gymnasium is intended for the exclusive use of current students and Faculty Members of the College of Stephen's College, Delhi. No visitor, former student, family member or outsider is allowed to access or use the equipment/s.
2. Presence in the Fitness area is for those limited to using the equipment. People who are not making use of the gym are not allowed in the area.
3. The maximum number of people who can be at a given time in the gym is 15
4. All Students should wear appropriate apparel and footwear to comply with the requirements of the Gymnasium, otherwise the access to and use of such facilities will be refused. Workout

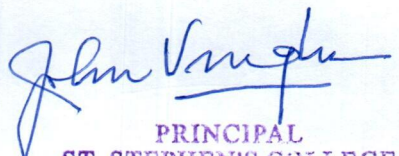
  
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clothes should be worn with proper sports footwear. Students should not wear formal clothes to workout in the Gym. Leather shoes and heels are prohibited.

5. Anyone who is training for Fitness and/or Exercise in the Gym or any other sports infrastructure in the College is advised to take a personal appointment with a medical physician for a complete check-up. Students who have been advised to avoid physical activity or exercise should avoid training in the Gym and can meet the Department of Physical Education for other possible opportunities. It is considered the students who do not submit a written intimation of special needs or medical needs, is considered healthy to indulge in physical activities and exercise.
6. In case of any special needs the student can approach the Department of Physical Education and submit the medical advisory or Certificate.
7. Students suffering from any form of Communicable Disease must duly inform the authorities. Till the time they are not cleared by the Doctor (fitness certificate) he/she should avoid using the Gym or other sporting facilities.
8. The College Gym also houses the Badminton, Squash and Table tennis facilities of the College.
9. The first priority to train and play on these facilities is with the College Team. Students, who wish to practice otherwise, must select another time that does not clash with the practice of the College Team/s.
10. Logging ones Daily Attendance in the Gym is mandatory (In Time and Out Time) for all students using the Gym. Students in the Gym should always carry their College ID Card in person.
11. Smoking, eating and drinking (except water) is prohibited in the Gymnasium at all times.
12. Anyone who is new to Gym training can request for a formal Induction (with the Gym Secretary or the Department of Physical Education with prior appointment) to acquaint themselves to the working of different equipment – their utility, precautions and dangers related to strength and conditioning training.
13. Persons using the equipment in the Gymnasium are responsible for their own safety. They are advised to seek advice and assistance from the Gym Secretary if necessary.
14. For the safety of all users, please refrain from stopping or interfering in others' use of the equipment in the Gymnasium.
15. For the benefit of all, it is requested that you return equipment to the corresponding place when finished.
16. The College encourages students to train for health, fitness and wellness by balancing personal health with academics. The College Gym is not meant for absolute Body building purposes.
17. Except for Gym activities, no other activities (commercial or religious activities) are allowed in the Gymnasium without prior written approval from the College Principal and Department of Physical Education.
18. Private coaching, assessments and other related activities are not allowed in all venues without prior authorization from the College Principal and the Department of Physical Education.
19. Users of the facility are requested not to speak loudly inside the Gym.
20. Please mute mobile phones and pagers while in the Gym. Students who have to use their phones can take their calls outside the Gym. Playing music during the Badminton, Table tennis or Squash Practice or Match is strictly disallowed.

  
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21. The use of personal towel is required in order to avoid possible contagions and the deterioration of the machines. Once you have finished your session, do not leave the towel in the Gym.
22. In case of any doubt, complaints on using Gym equipment or equipment breakdowns, you should immediately contact the Gym attendant and the Department of Physical Education.
23. Please handle the equipment in the Gymnasium with care. Users are responsible for any damages to the facilities or equipment.
24. Any damage to the facility or equipment would be born the concerned student or faculty and replacement be made at market rate/s of the damaged equipment.
25. The College will take no responsibility for the loss, theft or damage of belongings brought into the Gymnasium by users.
26. The General Rules and Regulations of the College related to discipline especially bullying and respecting women are also applicable to this facility.
27. Carrying personal equipment or any kind of weapons or firearms to the Gym is not allowed and strictly prohibited.
28. Users are responsible for their own property and safety.
29. The College will not be held responsible for any loss, injury or death of anyone using the facility.
30. Failure to comply with the above rules may result in loss of gym privileges.
31. All users are required to follow the instructions of the College Gym staff.
32. The College reserves the right to amend these rules and regulations without prior notice.

Maintenance:

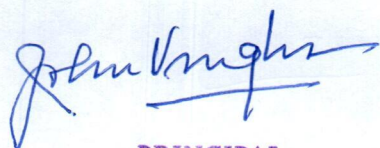
1. The Department of Physical Education also oversees the maintenance of the Gymnasium. The same is achieved through a daily program of supervision and coordination undertaken by the workers and grounds men of the College.

**Internet Resource Centre (IRC)**

The Internet Resource Centre (IRC) has over fifty computers connected to high-speed internet that can be used by students and teachers who wish to use them for academic and official work.

Use:

1. All current students, teachers, and those with permission from the concerned authorities are allowed to access and make use of the facilities in the Internet Resource Centre.
2. The IRC also provides print outs for students and teachers at a nominal cost.
3. All users of the IRC are required to maintain proper decorum and avoid misuse of the internet facility.
4. The IRC is to be kept neat and clean.
5. Drinks and eatables are not allowed in the IRC.
6. All computers, air conditioners, lights and fans are to be switched off when the IRC is not in use.
7. Users are not allowed to install/uninstall applications on the computers without the permission of the IRC in charge.

  
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8. Keep a record of All staff/students: the use of computers in the Computer Usage Register mentioning time-in/out.
9. Students/Staff must maintain silence inside the Computer Lab.
10. All Pen Drives/Memory Cards etc. are to be scanned for malware before use
11. Internet facility will be strictly for educational purposes only.
12. Users should not attempt to repair or tamper with any part/s of the computer or any other device in the Computer Lab.
13. Users should not change the settings of any equipment/device in the Computer Lab
14. Use/consumptions of objectionable or pornographic material is strictly prohibited.

Maintenance:

1. Annual Maintenance Contracts are to be maintained for the maintenance of campus IT infrastructure by the IRC in charge.
2. The housekeeping staff will take care of the day-to-day cleaning of the IRC.

**St. Stephen's College**

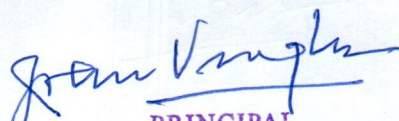
**Department of Chemistry**

**Safety Manual and Designation of Duties for Laboratory Work**

Students should read the given information very seriously and follow all the instructions before they began the lab work. We can avoid many accidents by simply using good judgement and common sense. We must realize chemistry labs are places full of potentially hazardous chemicals. It is expected that students behave responsibly and seek the advice of the teacher concerned in case of any doubt. If you don't understand something, ask your teachers, never guess!!

**We must always remember a few basic important points listed below:**

1. Always wear gloves and glasses.
2. Always wear proper clothing and shoes.
3. Never work in the lab without your lab coat.
4. Long hair must be tied back to avoid catching fire.
5. Eating is strictly prohibited in the chemistry laboratory.
6. Do not try to perform unauthorized experiments in the lab.
7. All chemicals must be treated as hazardous substances.
8. When you prepare something label your compound. Write the name of the compound and date of synthesis.
9. When you use any chemical and are left with some extra amount do not transfer it back to the container or reagent bottle. It might contaminate the pure sample.
10. Use volatile, inflammable compounds only in the fume hood.
11. Never taste or ingest chemicals or materials in the lab.

  
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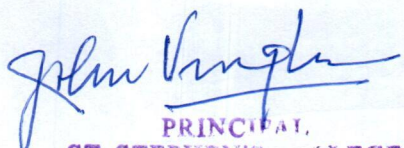


12. No compound or solvent should come in contact with your skin. Wear gloves recommended for the chemical you are handling. Neoprene, vinyl plastic, rubber latex, nitrile, synthetic and natural latex gloves are available. The MSDS tells you the gloves most appropriate for handling a chemical.
13. Keep your working place neat and clean. Also make sure the sink is not blocked.
14. Always read the reagent bottle labels twice before you use the reagent. Be certain the chemical you use is the correct one.
15. Never leave your bench when a reaction is under progress.
16. Never leave a Bunsen burner on when not in use.
17. Report all accidents i.e. spills, burns etc. however minor to your teacher.
18. In case of any breakage, do not clean it yourself. Inform the teachers.
19. Return all lab materials and equipment to their proper places after use as instructed.
20. Clean all spills immediately as per protocol necessary for the compound.
21. Never pipette a liquid using your mouth. Use a manual or electric pipette sucker.
22. Keep your working place neat and clean. Also make sure the sink is not blocked.
23. Do not light burners with filter papers. Use a match stick. Do not throw the burnt matchstick in the sink.
24. Dispose of all waste as per standard protocol.
25. Learn the location and proper usage of the fire extinguisher in the lab.
26. Check the flash point of each organic solvent you use. Solvent flash points that are below room temperature can form an invisible vapour cloud that can be ignited by any spark and cause a fire or explosion.
27. Conduct yourself in a responsible manner at all times. You must assume responsibility for your safety and that of your neighbours. The lab is a community where students must watch out for each other's safety as well as for themselves.

### What are hazardous substances and how do we protect ourselves from them?

#### Hazardous substances

- A hazardous substance produces adverse effects on humans and the environment. We need to assess the toxicity of the compound and how we are exposed to it.
- Before using any chemical, it is important to understand what the potential exposure hazards may be and how to use the chemical safely.
  - Inhalation is the most common route of chemical exposure. Many chemicals have distinct odours. When we are exposed to an odour for long at low concentrations or if we are exposed to high concentrations of that particular substance, it may seem that the odour has diminished. The substance still remains a health hazard. *H<sub>2</sub>S is a classic example. It can be smelled at low levels, but with continuous low-level exposure or at higher concentrations one loses the ability to smell the gas even though it is still present. At high concentrations the ability to smell the gas can be lost instantly. Relying on the sense of smell to detect H<sub>2</sub>S is hazardous.*
  - Some chemicals may be absorbed by the skin and directly enter the blood stream. This is why wearing gloves and protective clothing like lab coats become important. If one accidentally comes in contact with the skin one should rinse the affected area with water repeatedly. Our eyes are very sensitive, chemicals coming in contact with eyes can lead to injuries and blindness. Eyes should be rinsed with water repeatedly if this happens. Wearing safety glasses is therefore imperative in the lab.
  - Eating and drinking without washing hands thoroughly after working in a chemistry laboratory increases the risk of chemical exposure.
  - *Flammable chemicals: Flammability* is the tendency of a chemical to burn. *Flammable* and *combustible* chemicals are solids, liquids or gases which vaporise readily. We usually encounter flammable liquids in our lab. The vapour easily ignites in the

  
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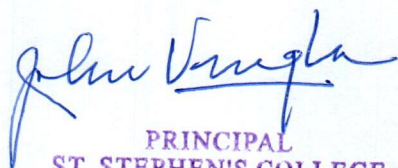
presence of an ignition source. Flammable chemicals will generate sufficient vapours at temperatures below 37.8 °C. Combustible materials generate sufficient vapours at or above 37.8 °C. Flash point, boiling point and ignition temperature are important parameters according to which flammable chemicals are classified.

- *Flash point* is the lowest temperature at which a flammable liquid gives off sufficient vapour to ignite.
- *Boiling point* is the temperature at which the vapour pressure of a liquid is equal to the atmospheric pressure.
- *Ignition temperature* is the lowest temperature at which a chemical will ignite and burn independently of its heat source. This means at the ignition temperature no external heat source is required

#### **Common solvents in the lab**

- In the lab we use many organic solvents. Solvents like ether, alcohols, toluene, etc are highly volatile and flammable. Ethanol has a flash point of +12°C, toluene +4 °C and acetone -19°C. Always use them in a fume hood. Their flash points are below room temperature therefore they are major fire hazards. Carbon disulphide has an autoignition temperature of 100°C and diethyl ether 160°C.
- Flames of flammable chemicals like methanol and hydrogen are invisible and accumulation of vapour can result in a flashback.
- All chlorinated solvents like chloroform, carbon tetrachloride trichloroethylene (TCE), or methylene chloride are non-flammable but no less dangerous. They produce carbon monoxide, phosgene and other highly toxic gases on exposure to heat or flame. They can be absorbed through the skin and are suspected carcinogens.
- We should control the ignition source, vapour production source and the oxygen source to reduce the fire risk.
- Oxidizing substances need to be handled with care. Oxidizing chemicals are materials that spontaneously evolve oxygen at room temperature or with slight heating or promote combustion. Substance such as chlorate, permanganate, peroxides, nitrates, perchlorates yield oxygen readily and cause combustion of organic matter.

#### **What should you do to keep yourself safe in the lab**

  
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**How do we find out the type of hazard associated with a particular compound?**

**Hazard Warning** - Words, pictures, symbols, or a combination appearing on a label convey the hazards of the chemical in the container and this is extremely important.

*Before using any chemical always read its Material Safety Data Sheet (MSDS)*

**Material Safety Data Sheet (MSDS)** – A compilation of information required under the US OSHA Hazard Communication Standard on the identity of hazardous substances, health and physical hazards, exposure limits and precautions.

**Hazards:** Set of inherent properties of a substance, mixture of substances, or a process involving substances that, under production, usage, or disposal conditions, make it capable of

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causing adverse effects to organisms or the environment, depending on the degree of exposure; in other words, it is a source of danger.

**Adverse Effects:** Change in biochemistry, morphology, physiology, growth, development, or lifespan of an organism which results in impairment of functional capacity or impairment of capacity to compensate for additional stress or increase in susceptibility to other environmental influences.

**Exposure:** Concentration, amount or intensity of a particular physical or chemical agent or environmental agent that reaches the target population, organism, organ, tissue, or cell, usually expressed in numerical terms of concentration, duration, and frequency (for chemical agents and micro-organisms) or intensity (for physical agents) and the process by which a substance becomes available for absorption by the target population, organism, organ, tissue or cell, by any route.

### OSHA (Occupational Safety and Health Administration) U.S. Hazard Pictograms

The hazard pictograms alert us to the presence of a hazardous chemical. They help us to know the harm these chemicals may cause to people or the environment. One or more pictograms might appear on the labelling of a single chemical.



Explosive (Symbol: exploding bomb)



Flammable (Symbol: flame)



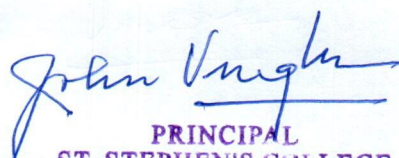
Oxidising (Symbol: flame over circle)



Corrosive (Symbol: Corrosion)



Acute toxicity (Symbol: Skull and crossbones)

  
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Hazardous to the environment (Symbol: Dead tree and fish)



Health hazard/Hazardous to the ozone layer (Symbol: Exclamation mark)



Serious health hazard (Symbol: health hazard)

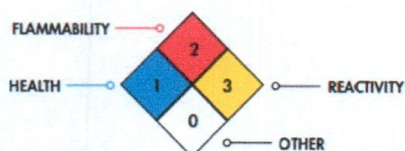


Gas under pressure (Symbol: Gas cylinder)

The **Hazardous Materials Identification System (HMIS)** is a numerical hazard rating that incorporates the use of labels with colour developed by the American Coatings Association as a compliance aid for the OSHA Hazard Communication Standard. The colour bar is not for emergencies and is used to convey broader health warning information.

The four bars are color-coded, blue indicating the level of health hazard, red for flammability, orange for a physical hazard, and white for Personal Protection. The number ratings range from 0-4.

The **National Fire Protection Association** system uses a diamond-shaped diagram of symbols and numbers to indicate the degree of hazard associated with a particular chemical or material. These diamond-shaped symbols are put on containers of chemicals to identify the degree of hazard associated with the chemical or material. The rating system utilizes a numeric system beginning with 0 as the least hazardous to 4, the most hazardous.



In 2003, the United Nations (UN) adopted the Globally Harmonized System of Classification and Labelling of Chemicals (GHS). The GHS includes criteria for the classification of health, physical





and environmental hazards, as well as specifying what information should be included on labels of hazardous chemicals as well as safety data sheets.

### **Division of Duties**

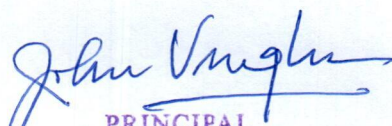
#### **Store In-charge:**

- To prepare annual budget for the department.
- To make proposal for purchases, seek quotations, and place orders etc.
- Assignment of duties or work allocation under the knowledge of the Head.
- Supervision of the Laboratory staff and overall monitoring.
- Handling of stock register/ Stock taking work.
- To prepare brakeage charge list.
- To prepare / update apparatus, chemicals' name list etc.
- To keep track of safety measures and first-aid box etc. in the labs.
- To help during the conduct of the examination; overall monitoring of the staff and availability of all chemicals and instruments, to prepare list of requirements and budget for the examination, availability of answer scripts etc.

#### **Lab Assistant:**

- Making fresh solution for bench reagents and side shelf.
- Making distilled water.
- To be available to faculty during preparation for the next session and during conduct of practical classes.
- To be available to students during the conduct of classes.
- To help in issue of the apparatus (to be kept in students' lockers) once during the beginning of the session and daily issue of required apparatus as per the requirement during the beginning of every practical session.
- To monitor the return of the apparatus after each practical session and also during the end of the final year.
- To keep track of daily breakage etc. and final breakage at the end of the semester.
- To ensure safety of students during any breakage or spillage, or any other emergency.
- To check and servicing, repair / Maintenance of Instruments / Apparatus.
- To check and clean fume cupboards, digital balances, and Vacuum pumps on regular basis.
- To take care of gas maintenance with respect to regular supply, change of cylinders to check for any leakage etc.
- To help in operating fire extinguishers during any emergency.
- To help during the examination time with the preparation of the labs, solutions and other necessities.
- To help the store keeper with stock taking and other work.
- To help in the computer work, writing of letters, and various lists etc.

#### **Lab Attendant:**

  
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- Daily cleaning of three labs, two balance rooms, two instrumentation rooms and two stores;
- Cleaning, storage, and maintenance of glassware and apparatus;
- To help senior assistants and store keeper with laboratory work, stock taking and other work.
- To help in the computer work, writing of letters, and various lists etc.
- Making distilled water.
- To be available to faculty during preparation for the next session and during conduct of practical classes.
- To be available to students during the conduct of classes.
- To help in issue of the apparatus (to be kept in students' lockers) once during the beginning of the session and daily issue of required apparatus as per the requirement during the beginning of every practical session.
- To monitor the return of the apparatus after each practical session and also during the end of the final year.
- To keep track of daily breakage etc. and final breakage at the end of the semester.
- To ensure safety of students during any breakage or spillage, or any other emergency.
- To take care of gas maintenance with respect to regular supply, change of cylinders to check for any leakage etc.
- To help in operating fire extinguishers during any emergency.
- To help during the examination time with the preparation of the labs, solutions and other necessities.


### **St. Stephen's College**

## **Department of Physics Safety Manual for Laboratory Work**

### **General Rules:**

1. Students are not allowed to enter the lab early unless the instructor is present. If they have to stay back and finish their experiments then they are required to take permission from the teacher conducting the lab.
2. The students should be thoroughly familiar with the apparatus and the procedure before they begin their experiments.
3. They should handle all the devices, equipment, chemicals and glassware with utmost care.
4. Students should not leave the laboratory without permission while performing any experiment.
5. As Mercury is extremely poisonous, the teacher overseeing the laboratory should be informed immediately if a mercury thermometer is broken. Care should be taken not to touch the spilt mercury with bare hands.
6. Eating is prohibited in the laboratories during the class.
7. The apparatus should be issued at the beginning of the laboratory class and should be returned after completion of their class.
8. The lights and fans should be switched off before leaving the laboratory.

### **Safety Precautions for Electrical Circuit Experiments:**

  
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1. The current and power ratings of every electrical device should be checked before usage.
2. The positions and operations of safety switches on electrical equipment should be noticed before using it in a circuit.
3. Students must get all electrical circuits, including ones using batteries, made by them checked by teachers overseeing the laboratory before switching them on.
4. It should be ensured that the circuits are connected through a key or a switch so that the current doesn't continuously flow through the circuits.
5. The electrical circuits should be disconnected or completely dismantled before leaving the laboratory.
6. The polarities of various components should be checked to avoid short circuits.
7. The electrical circuit experiments should be performed on insulated or wooden surfaces.
8. Special care should be taken while performing experiments involving high currents.

#### **Safety Precautions for Thermal Experiments:**

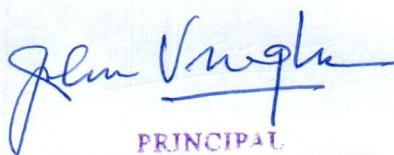
1. The temperatures of heating devices especially Hot Plates should be monitored while performing thermal physics experiments.
2. Hot glassware should be handled carefully.
3. A very hot glassware should never be placed directly onto a cold surface.
4. Care should be taken to avoid spilling of hot water while boiling.
5. The equipment should be completely cooled down before stacking them in almirahs.

#### **Safety Precautions for Darkroom Experiments:**

1. The access to the darkroom should be limited.
2. Only students who have been allotted the darkroom experiments should be allowed to work in these rooms.
3. The dark room should be well ventilated.
4. Students should use covered hand lamps to perform their experiments and thus avoid disturbing other students with stray lights.
5. The darkroom should be clean and uncluttered to avoid tripping over objects.
6. The glass plates and lenses should always be with care to avoid breakage and getting hurt.
7. The Sodium and Mercury lamps should not be touched by hand when in use.
8. Students should never look directly into a laser light source.

#### **Safety precautions for Experiments Involving Chemicals:**

1. Students should use Nitrile gloves while handling chemicals and salts.
2. All glassware should be cleaned thoroughly before and after use.
3. The glassware should be kept at their designated place after using them.
4. Chemical should never be touched directly with bare hands.
5. A clean spatula should always be used to take out chemicals from the bottles to avoid contamination.
6. Containers should be held away from the body when transferring a chemical or solution from one container to another.
7. Chemical containers/vials should always be labelled as to the contents, concentration, date, and initials.

  
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8. Used chemicals should not be casually disposed of down the drain instead should be disposed of in specified tanks only.

**Safety Precautions while depositing Thin Films:**

1. A safe distance should be kept while operating the thermal evaporation system.
2. The top lid of the spin coater and centrifuge should be closed while using.
3. It should be ensured that the exhaust of the rotary pumps is venting the gases in the open and not inside the room.

**Regulations for the Computational Labs:**

1. Students should receive laptops after doing proper entries in the issuing registers.
2. The laptops should be used with full care ensuring proper battery charging and hardware safety of the device.
3. Students are advised not to make any change in the root files/ directories of the operating system.
4. They are suggested not to save any personal data on lab laptops or take the backup of their data before returning it to the lab assistants.
5. The laptops must be properly shut down after the completion of their lab.
6. Students are advised not to use any virus affected external device on the lab computer systems.

**St. Stephen's College**


**Department of Computer Science  
Safety Manual for Laboratory Work**

**General Rules:**

1. Students are allowed to use the lab while the concerned teacher is present in the lab.
2. If any student wants to leave the lab in between for any exigency then she/he is required to take permission from the concerned teacher taking the class.
3. If the lab is free and any student wants to use the lab to finish her/his practical or do practice, then she/he is required to take permission from the concerned teacher and inform the STA (Senior Technical Assistant)
4. Handle all the devices, equipment and furniture with utmost care.
5. Do not misbehave and maintain proper decorum.
6. Keep the lab neat and clean.
7. Tea, coffee and eatables are not allowed in the lab.
8. Switch off the Air Conditioners, lights and fans before leaving the lab.

**Safety Precautions while using computers in the Lab:**

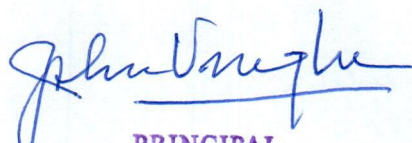
1. Use computers with full care ensuring hardware safety.
2. Do not make any change in the directories & files of the operating system.

  
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3. Do not make any change in computer settings.
4. Save your work in your respective folders only.
5. Shut down the computers after completion of work.
6. Do not use any external device without authorization of the STA.
7. Do not save any personal data in the lab computers.
8. If a device or an equipment becomes faulty while working, the same should be immediately reported to the STA.
9. In case of any fire or accident, the same should immediately be informed to the teacher/STA.
10. Users are advised not to touch any of the power sockets while the device is connected and switched on.

  
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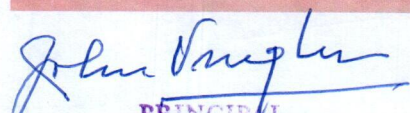
NAAC  
Assessment  
and  
Accreditation 2021



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Delhi 110007  
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E-mail: pstoprincipal@ststephens.edu  
Website: www.ststephens.edu

## Stock Register of Chemistry Department



  
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DELHI-110007







FORM GEN-10

(Rev. Rule 217/89)

REPORT OF SURPLUS, OBSOLETE AND  
UNSERVICEABLE STORES FOR DISPOSAL

Chemistry Department  
St. Stephen's College  
Delhi-7

Sl. No.	Particulars of stores	Quantity/Weight	Book Value/Original Purchase Price	Condition and year of purchase	Mode of disposal (Ref: public auction or otherwise)	Sl. No.	Particulars of stores	Quantity/Weight	Book Value/Original Purchase Price	Condition and year of purchase	Mode of disposal (Ref: public auction or otherwise)	Sl. No.	Particulars of stores	Quantity/Weight	Book Value/Original Purchase Price	Condition and year of purchase	Mode of disposal (Ref: public auction or otherwise)
1	Analytical Bal chainomatic	14 pcs	247,310,285,310/- each	27.7.65, 6.3.47, 14.3.69	4,3	217,219	old gas plant	2	Anal. Bal	03 pcs	275/- each	18.10.2002	4,3	318,220			
3	Rough Bal	01 pc	230/- each	26.02.2002	4,3	381,291		4	Single pan	02 pcs	5400/- each	01.02.1990	4,3,2	219,222,246			
5	Over Head projector (Phosphor)	01 pc	4450/- each	21.01.1990	4,3,2	260,248,110		6	Colorimeter 8 litres	02 pcs	5150/- each	30.09.1997	4,3	216,227			
6	EL Prima Make	02 pc	5450/-	13.02.2001	4,3	223,224		7	Centrifuge Machine	02 pcs	330,610,872,320/-	7.3.73, 3.3.73, 11.12.2000, 26.06.2006	4,3	223,224			
8	Mini Centrifuge Machine (Digital) R.C.E	02 pcs	8090/- each	30.09.1997	4,3	224,223		9	Alkatile d water plant 3000 SL	2667, 5800/- each	20.02.97, 4.12.07	4,3	283,218 A	old Gas plant store			

Signature: [Signature] Date: 30/10/17

FORM GEN-10

(Rev. Rule 217/89)

REPORT OF SURPLUS, OBSOLETE AND  
UNSERVICEABLE STORES FOR DISPOSAL

Chemistry Department  
St. Stephen's College  
Delhi-7

Sl. No.	Particulars of stores	Quantity/Weight	Book Value/Original Purchase Price	Condition and year of purchase	Mode of disposal (Ref: public auction or otherwise)	Sl. No.	Particulars of stores	Quantity/Weight	Book Value/Original Purchase Price	Condition and year of purchase	Mode of disposal (Ref: public auction or otherwise)	Sl. No.	Particulars of stores	Quantity/Weight	Book Value/Original Purchase Price	Condition and year of purchase	Mode of disposal (Ref: public auction or otherwise)
10	Stop clock 6mm Type	16 pcs	150/- each	16.09.1971	4,3,2	274,261,144	old Gas plant	11	Stop clock Rocast (4 mm)	03 pcs	150/- each	16.09.1971	4,3	275,262			
12	Stop watch Electronic	23 pcs	Price details NOT available	—	—	—		13	Hot plate Mar	01 pc	310/- each	29.7.74	4,3,2	253,241,439			
14	Hot plate Mar	01 pc	653/-	29.7.74	4,3,2	253,241,439		15	Thermos (Kettles) Kettles	04 pcs	39,49,90,141/-	11.08.72, 17.03.77	4,3	134,183-185			
16	Thermos (Kettles) Kettles	04 pcs	39,49,90,141/-	11.08.72, 17.03.77	4,3,2	135,182-185		17	Thermos (Kettles) Small	10 pcs	60/-, 65, 72, 90/- each	19.8.72, 20.8.74, 15.10.77, 28.10.2013	4,3	135, 183 A			
18	Bunsen Burner for LPG Gas	58 pcs	3.50, 42, 47/- each	27.3.69, 19.3.71, 7.1.97 & 29.7.07	4,3	82,187											

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R. Sakuma  
30.10.17

28/11/18

Read Trial pos 155

Read by Bank Office

28/11/18  
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Principal  
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DELHI-110007







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ST. STEPHEN'S COLLEGE, DELHI (Chemistry Department)

STOCK REGISTER OF CONSUMABLE ARTICLES (Apparatus)

Name of Article: Calorimeters & filters digital (2nd Plan 1976-77)

227A

Date	No. or Qty. Received	Quality	Challan No. & Date	Bill No. & Date	RATE Rs. p.	Per Qty	Total Rs. p.	Sale Tax (Extra)	No. or Qty. Issued	Balance	Receipts Initials	Date & Signature of official	Dealer's Name	Remarks
19.05.2008										6				
29.07.2009										6				
02.04.2010										6				
15.01.2012										6				
6.3.13	5 PCS	ESICO	642, 29113 650, 5213	RI 106, 713	6400.00 each		32,400.00	12.5%	12.5-1, Reduced 7%					
28.3.13	5 PCS	2nd Hand	163, 143	143, 143	7200.00 each		36,000.00	12.5% (5%)	Discount 10%					
13-5-13										14				
20.3.14	10 PCS	ESICO	334, 714 367, 123	157, 13	6500.00 each		65,000.00	12.5% (5%)	Discount 10%					
9-5-14										24				
3-11-14	18 PCS	ESICO	50096, 210	581, 10-14	6320.00 each		1,13,760.00	12.5% (5%)	Discount 10%					
11-05-15										42				
23.05.16	08 PCS	ESICO	107, 313		6800.00 each		54,400.00	12.5% (5%)	Discount 10%					
20.7.17										50				
28.2.18	2 PCS	ESICO								48 PCS				
16.05.18										48 PCS				
17.5.19										48				
24.5.19										48				

*John Vargha*  
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ST. STEPHEN'S COLLEGE, DELHI (Chemistry Department)

STOCK REGISTER OF CONSUMABLE ARTICLES (Apparatus)

REGISTER No. 2831  
PAGE No. 1

Date	No. or Qty. Received	Quality	Challan No. & Date	Bill No. & Date	Name of Article	RATE Rs	Per Qty	Total Rs	Sale Tax (Extra) p	No. or Qty. Issued	Balance	Receipts Initials	Date & Signature of officials	Dealer's Name	Remarks
19-05-2008					Conductivity Cell										
24-07-2008											One				
08-04-2010											One				
15-09-12											One				
20/05/12											One				
5-12-13	4 pcs	Coal Cell	278, 24/12	78, 24/10-13		1290.00	each	5160.00	12.5%						
9-5-14															
14-05-15															
22-05-16															
20-7-17															
16/05/18															
12/6/19															
11/3/20	6 pcs	Toscon		651/19-20/1007		2751	each	16506	00.65	18-1					
20/10/20	5 pcs	Toscon	10/20/20	10/20/20		2751	each	13755	00	11					
22-12-22															

*John Hughes*

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## **Stock Register of Physics Department**

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## **Stock Register of Computer science Department**

PRINCIPAL  
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## Stock Register of Physics Department

DEPARTMENT : PHYSICS

1. How many computers presently installed ?  
Forty Laptops & Five Desktop.
2. How many of them are in working condition ?  
All the forty Laptops are in working condition. All the Desktop are not in working condition.
3. Are the computers under AMC ? if yes, please furnish details of such contract stating the amount.  
None of them are under any AMC.
4. Number of computer purchased if any, during the years 2017-18 to 2019-20 please furnish details of purchases showing make / specification / configuration of the computers.  
We have not purchased any computer during the year 2017-18 to 2019-20 .
5. How many of the existing computers have the internet facility ? if the internet facility has been given to the students, the charges in this behalf if any may be intimated.  
Physics department has not given any internet facility.
6. Amount spend on the repair of computers during the period 2017-18 to 2019-20.  
The physics department has not spent any amount during the period 2017-18 to 2019-20 on repair work. Repair work was done by the Lab staff themselves.

*Dr. Jacob Cherian*  
2.9.21  
Dr. Jacob Cherian  
Head  
Deptt. Of Physics

*John Hughes*

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DELHI-110007







Details required for Audit Purposes

11. Stock of Consumables

(a) Was a stock Register for consumables (office stationery, spare parts etc.) maintained in Form GFR 41 during the years 2017-18 to 2019-20 ?

Yes, maintained.

(b) Was the annual physical verification of consumables conducted during the years 2013-14 to 2015-16 and discrepancies if any, recorded in the Stock Register ?

Physical verification has been done but no discrepancies.

(c) Whether separate stock register were maintained for each department ?

Yes, separate stock register maintained.

12. Cases of theft etc.

Whether there were any cases of theft, loss, fraud or embezzlement ? If so details thereof. If not a certificate to this effect may please be furnished.

No such cases

*Dr. Jacob Cherian*  
2.9.21  
Dr. Jacob Cherian  
Head  
Deptt. Of Physics

*John Varghese*  
PRINCIPAL  
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ST STEPHEN'S COLLEGE, DELHI							031					
Physics Department												
STOCK REGISTER OF APPARATUS												
Name of Article	Specification of Apparatus	Purchased			Total No.	Issued to			Unserviceable/ Disposed	Balance	Initial of Head of the Dept.	Remarks
		No.	Price	Invoice		Old Lab.	New Lab.	Stores				
					11	3	4	—				
11/6/85	Amplifier - (R.C. Coupled) on board							4	4			
21/5/86	Amplifier - Op. Amp (Marked for NIAS Ex)				7	3	4	0	1			Suspect
24/5/86	Four op. amp discarded from S.N.I.S.				7	2	5	2	—			Verified by L.G./S.N.I.S.
	Status as on 5/7/16											
	09/7/17				07	05	02	—	—			
	12/7/18				07	NIL	07	NIL	—			
	26/5/19				02	—	07	—	—			Broken - Nil
	28/6/21				08	—	27	—	—			(Under repair)

John Vaughan

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DELHI-110007







ST STEPHEN'S COLLEGE, DELHI												
Physics Department												
STOCK REGISTER OF APPARATUS												
Name of Article: CALENDAR & BARNES APP.												
Date	Specification of Apparatus	Purchased			Total No.	Issued to			Unaccounted/Disposed	Balance	Initial of Head of the Dept.	Remarks
		No.	Price	Invoice		Old Lab	New Lab	Store				
10-05	Calendar & Barnes App.				4	2		2				
20/12/16	Two C.B. App. Discard from Store.				2	2		0				Verified on 20/12/16
28-06	Calendar and Barnes App.	1	800/-	10/10/04	3	1+2=3			3	3		Retired Recd
20-07	Calendar and Barnes App. (Kewal Park)	1	950/-	14/10/05	4	4						Supplied NLS 105
					4	2		2				Retired Recd
17-12	J. Calendar & Barnes Apparatus		4250/-	025	2	2=4						Retired Recd
20-12	Calendar & Barnes's App. Complete (Kewal Park) 2		3720/-	10/10/05	6	4+2=6						
	Recd Test. NLS 105 VAS Cable											
	Status as on 5/7/16				6							
	07/07/17				06	03			03			3500/- Recd
	12/7/18				03	03	NIL	NIL				
	20/1/19				03	03						
	28/1/19				03	03						

*John Douglas*

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DELHI-110007







## Stock Register of Computer science Department

ITEM NAME : UPS SYSTEM (7 AH) 11A

ST. STEPHEN'S COLLEGE, DELHI - 110007  
COMPUTER SCIENCE DEPARTMENT  
STOCK REGISTER (CONSUMABLES & ITEMS)

Date	Qty	Rate	Units	Bill No.	Bill Date	Amount	Stock Balance	Signature	Order Name	Remarks
25-7-24	1	500	each	100	25/7/24	500	6	25/7/24	100	Received from 100
24-3-11	2	500	each	200	24/3/11	1000	11	24/3/11	200	Received from 200
24-3-04	1	800	each	0148	16/2/10	800	12	16/2/10	100	Received from 100
10/2/10	1	500	each	200	24/3/11	500	13	24/3/11	100	Received from 100
24/3/10	1	3885	each	987	24/3/10	3885	14	24/3/10	100	Received from 100
18/2/14	1	1600	each	100	18/2/14	1600	15	18/2/14	100	Received from 100
24/1/17	1	1525	each	100	24/1/17	1525	16	24/1/17	100	Received from 100
9/9/17	1	1357.50	each	100	9/9/17	1357.50	17	9/9/17	100	Received from 100
24/1/22	1	1415.50	each	100	24/1/22	1415.50	18	24/1/22	100	Received from 100

*John Singh*

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ST. STEPHEN'S COLLEGE, DELHI - 110007  
COMPUTER SCIENCE DEPARTMENT  
STOCK REGISTER (CONSUMABLE ITEMS)

Sl. No.	Qty. Received	Rate	Units	Bill No.	Bill Date	Amount	Stock Balance	Signature	Dealer Name	Remarks
1	1	40	1 box	183	17/1/17	20	1	24/1/17	Shree Swastika	
2	1	40	1 box	183	17/1/17	20	1	24/1/17	Shree Swastika	

Handwritten: 24/1/17

*John Vignola*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







ITEM NAME : COMPUTER STATIONERY (A-4)

06

ST. STEPHEN'S COLLEGE, DELHI - 110007  
COMPUTER SCIENCE DEPARTMENT  
STOCK REGISTER (CONSUMEABLE ITEMS)

Date	Qty. Received	Rate	Units	Bill No.	Bill Date	Amount	Stock Balance	Signature	Dealer Name	Remarks
22/3/16	10 Pkt	165	Pkt	293	16/11/16	1650	10	[Signature]	Revula Stationery	Consumed
23/10/16	10 Pkt	179	Pkt	465	20/10/16	1790	10	[Signature]	Revula Stationery	Consumed
22/3/17	10 Pkt	178	Pkt	537	22/3/17	1780	10	[Signature]	Revula Stationery	Consumed
24/10/17	10 Pkt	185	Pkt	41	24/10/17	1838	10	[Signature]	Revula Stationery	Consumed
17/1/19	10 Pkt	184	Pkt	183	17/1/19	1840	10	[Signature]	Revula Stationery	Consumed
5/12/19	10 Pkt	179.1	Pkt	258	8/12/19	1116	10	[Signature]	Revula Stationery	Consumed
16/9/21	10 Pkt	170	Pkt	40	16/9/21	1004	10	[Signature]	Revula Stationery	Consumed

NAME :

*John Varghese*  
PRINCIPAL  
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Sno.	Page No.	Description
1	6	Pentium 1
2	7	Pentium MMX
3	8	Cyrex Pentium
4	9	Pentium 3
5	10	Celeron
6	11	Pentium IV
7	18	HP Probook Core i3
8	24	Serial Card
9	25	Printer
10	29	Voltage stabiliser
11	31	U P S
12	33	Air Conditioner
13	34	Software
14	35	Floppy Drive
15	36	Mouse
16	37	Data Trasfer Switch
17	38	Chairs
18	39	Almirah
19	40	Key Board
20	41	Monitor
21	42	LAN cards
22	44,46	RAM
23	45	ADSL Splitter
24	47	Mother Board
25	49	Hard Disk
26	50	OHP
27	51	LAN Switch
28	52	Data/ Printer Cable
29	53	Card Reader
30	54	Whitre Board
31	55	Computer Cabinet
32	57	Cd/ DVD Drive
33	59	SMPS
34	61	Pent Drive

*John Varghese*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







ITEM NAME : PRINTERS

Date	Qty. Received	Rate	Units	Bill No.	Bill Date	Amount	Stock Balance	Signature	Dealer Name	Remarks
16-1-86	ONE				18-12-85		ONE		CAUS LTD	
2-2-70	ONE	11,000/-	Each	11/11/70	19-12-87	11,000/-	ONE		WCL LTD	
2-2-90	ONE	19,000/-	Each	11/11/70	19-12-87	19,000/-	ONE		WCL LTD	
16-11-78	ONE	15,800/-	Each	348	12-11-78	15,800/-	ONE		THE SYNTHA	
16-11-98	ONE	7,000/-	Each	348	13-11-98	7,000/-	ONE		THE SYNTHA	
25-10-10	ONE	11,916	1	11693	25-10-10	11,916	ONE		MANOM TECH	
15-11-19	ONE	10,100/-	1	11693	15-11-19	10,100/-	ONE		MANOM TECH	

ST. STEPHEN'S COLLEGE, DELHI - 110007

COMPUTER SCIENCE DEPARTMENT  
STOCK REGISTER (NON CONSUMEABLE ITEMS)

*John Vengla*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







16

ITEM NAME: DELL OPTIPLEX 7070 DESKTOP

ST. STEPHEN'S COLLEGE, DELHI - 110007  
COMPUTER SCIENCE DEPARTMENT  
STOCK REGISTER (NON CONSUMEABLE ITEMS)

Date	Qty. Received	Rate	Units	Bill No.	Bill Date	Amount	Stock Balance	Signature	Dealer Name	Remarks
01/12/21	4	6,228.81	4	ME/10257	03/12/21	24,915.24	4		Nirman Tradex Pvt. Ltd.	
				20-21		22,042.57				
						701 2,89,000/-				20th 11th Month 11/21

*John Vengal*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







ST. STEPHEN'S COLLEGE, DELHI - 110007  
COMPUTER SCIENCE DEPARTMENT  
STOCK REGISTER (NON CONSUMEABLE ITEMS)

ITEM NAME	QTY	Rate	Units	Bill No.	Bill Date	Amount	Stock Balance	Signature	Dealer Name	Remarks
20/10/20	20	290	each	221	21/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
21/10/20	20	290	each	221	21/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
22/10/20	20	290	each	221	22/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
23/10/20	20	290	each	221	23/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
24/10/20	20	290	each	221	24/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
25/10/20	20	290	each	221	25/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
26/10/20	20	290	each	221	26/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
27/10/20	20	290	each	221	27/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
28/10/20	20	290	each	221	28/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
29/10/20	20	290	each	221	29/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
30/10/20	20	290	each	221	30/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
31/10/20	20	290	each	221	31/10/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
1/11/20	20	290	each	221	1/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
2/11/20	20	290	each	221	2/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
3/11/20	20	290	each	221	3/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
4/11/20	20	290	each	221	4/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
5/11/20	20	290	each	221	5/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
6/11/20	20	290	each	221	6/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
7/11/20	20	290	each	221	7/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
8/11/20	20	290	each	221	8/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
9/11/20	20	290	each	221	9/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
10/11/20	20	290	each	221	10/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
11/11/20	20	290	each	221	11/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
12/11/20	20	290	each	221	12/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
13/11/20	20	290	each	221	13/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
14/11/20	20	290	each	221	14/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
15/11/20	20	290	each	221	15/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
16/11/20	20	290	each	221	16/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
17/11/20	20	290	each	221	17/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
18/11/20	20	290	each	221	18/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
19/11/20	20	290	each	221	19/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
20/11/20	20	290	each	221	20/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
21/11/20	20	290	each	221	21/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
22/11/20	20	290	each	221	22/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
23/11/20	20	290	each	221	23/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
24/11/20	20	290	each	221	24/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
25/11/20	20	290	each	221	25/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
26/11/20	20	290	each	221	26/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
27/11/20	20	290	each	221	27/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
28/11/20	20	290	each	221	28/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
29/11/20	20	290	each	221	29/11/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
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2/12/20	20	290	each	221	2/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
3/12/20	20	290	each	221	3/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
4/12/20	20	290	each	221	4/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
5/12/20	20	290	each	221	5/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
6/12/20	20	290	each	221	6/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
7/12/20	20	290	each	221	7/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
8/12/20	20	290	each	221	8/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
9/12/20	20	290	each	221	9/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
10/12/20	20	290	each	221	10/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
11/12/20	20	290	each	221	11/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
12/12/20	20	290	each	221	12/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
13/12/20	20	290	each	221	13/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
14/12/20	20	290	each	221	14/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
15/12/20	20	290	each	221	15/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
16/12/20	20	290	each	221	16/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
17/12/20	20	290	each	221	17/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
18/12/20	20	290	each	221	18/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
19/12/20	20	290	each	221	19/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
20/12/20	20	290	each	221	20/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
21/12/20	20	290	each	221	21/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
22/12/20	20	290	each	221	22/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
23/12/20	20	290	each	221	23/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
24/12/20	20	290	each	221	24/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
25/12/20	20	290	each	221	25/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
26/12/20	20	290	each	221	26/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
27/12/20	20	290	each	221	27/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
28/12/20	20	290	each	221	28/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
29/12/20	20	290	each	221	29/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
30/12/20	20	290	each	221	30/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill
31/12/20	20	290	each	221	31/12/20	5800	5800	[Signature]	Neelam Technologies	Received with bill

*[Signature]*  
PRINCIPAL  
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Website: [www.ststephens.edu](http://www.ststephens.edu)

## **2. Copy of Tender documents for the civil works**

**PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007**





# **TENDER DOCUMENT FOR ADDITIONS/ALTERATION WORK (CIVIL PART)**

**ST. STEPHEN'S COLLEGE, DELHI**

**Ranjit P. John** (Architect)

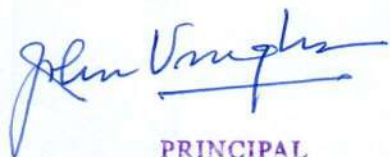
126, Hill Top Farm,

Andheria Modh, Mehrauli,

New Delhi: 110030.

Phone: +91-9868155711, +91- 9810048703

**ISSUED TO:**



PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007

1






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CONTRACTOR TO SUBMIT TENDER IN TWO SEALED ENVELOPE. FIRST ENVELOPE SHALL CONTAIN BANK DRAFT OR PAY ORDER FOR EMD. SECOND ENVELOPE SHALL CONTAIN COPY OF PAN, GST NUMBER, ESI AND PF REGISTRATION AND COMPLETION PROGRAMME.

---


  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007





## SCHEDULE OF SALIENT FISCAL ASPECTS OF TENDER

SCOPE OF WORK:	<p>As per Conditions, Specifications and Bill of Quantities set forth in the Tender Document and shall include the specifications, drawings and sketches issued to you by the Employer/Architects during the duration of the Project.</p> <p>The quoted Rates hold firm for the entire works plus the period up to the settlement of Final Bill.</p> <p>Contractor to quote for as per the BOQ attached with the tender.</p> <p><b>Costs quoted need to include all applicable taxes, levies and duties on duty-paid basis and, except in case of increase / change in any statutory levies, need to hold good for 6 months from the date of Order.</b></p>
DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR ALONG WITH THE TENDER:	<p>□ The tender document and schedule of Quantities can be downloaded from the College Website starting from 08 September 2020 to 18 September 2020.</p> <p><b><u>The Tender Fee amounting Rs. 2500/- (in cash) is required to be submitted at the Estate Office at time of submission of the sealed packet containing the Bid.</u></b></p> <p>□ Proof of ESI &amp; PF Documents</p> <p>□ Company Profile with financial record of last three years</p> <p>□ List of similar kind of works executed in last three years along with Client's reference and contact nos.</p> <p>□ Organisation Chart for the Project</p> <p>□ Original Tender Document filled-up, signed &amp; stamped</p> <p>□ Current works in hand.</p> <p>□ Resume of Proposed Project Team.</p> <p>□ Earnest Money Deposit is <b>Rs.50000/- (Rupees Fifty Thousand Only)</b> in the form of crossed demand draft in favour of <b>"The Principal, St. Stephen's College"</b> payable at <b>Delhi</b>.</p> <p>Tenders in sealed covers, with the name of the work written on envelopes shall be submitted to the <b>Estate Office, St. Stephen's College, Delhi – 110007 on or before 18 September 2020 by 5 pm.</b></p>
COMPLETION DATE:	□ <b>Three</b> months from the date of issue of LOI /work order
EARNEST MONEY DEPOSIT	□ Earnest Money Deposit is <b>Rs.50000/- (Rupees Fifty Thousand Only)</b> in the form of crossed demand draft in favour of <b>"The Principal, St. Stephen's College"</b> payable at <b>Delhi</b> .
PAYMENT TERMS:	<p>□ <b>Payment Stages</b></p> <p>The bill will be paid on the submission of the bills duly certified by the engineer at site on execution of work after recommendation by the Architect.</p>
RETENTION CLAUSE:	Retention money at the rate of 5% of the certified bill value including cost of cement and reinforcement steel will be withheld till Defect Liability Period.
FREIGHT & INSURANCE, TAXES, LEVIES & DUTIES:	All-inclusive prices to be quoted by the Contractor.

  
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TDS, GST	To be deducted on each invoice by the Employer as per applicable rates or as per norms laid down by <b>St. Stephen's College</b> .
PAN NO.	All contractors will have to quote their PAN (Permanent Account Number) on all the bills.
TENDER ITEMS	Architect/Employer shall have the right to add / change / delete any item to any extent. Payment for Non-Tender Items shall be made on the basis of Clause 3.29 of the Special Conditions of Contract
NON-TENDER ITEMS:	
PENALTY	1% of the contract amount per week of delay till the work is handed over or till the penalty reaches maximum of 10% of the contract value.
DEFECTS LIABILITY PERIOD:	12 months from certified date of successful completion of work. As per Clause 2.22
SUBMISSION OF FINAL BILL:	Contractor to submit final bill within 90 days from the certified date of completion of the works along with ESI/PF details, supporting documents (Measurement sheets, rate analysis for extra items)  In case the final bills are not submitted within 90 days of certified date of completion of works, Employer/their authorized representatives shall have the right to settle the contract at its discretion.
PERIOD OF HONOURING CERTIFICATE:	<input type="checkbox"/> Net 30 days from receipt of certified running account bills by Architect with all supporting documents
INSURANCES TO BE SUBMITTED BY VENDOR	<input type="checkbox"/> Workman Compensation Policy <input type="checkbox"/> Contractor's All Risk Policy including Third Party Liability.
CLIENT SUPPLIED MATERIAL	<input type="checkbox"/> Not Applicable
ROAD PERMIT	<input type="checkbox"/> Road Permits will not be provided by the Employer and the Vendor shall need to make their own arrangements for transportation, delivery of all material at site till commencement of operations and till satisfactory completion of works.
PERFORMANCE	<input type="checkbox"/> All works not carried out in accordance with the drawings, specifications and instructions from the Architect/Employer or their authorized representatives shall be removed and replaced by the Contractor at his sole cost within agreed timeline.
PROTECTION OF MATERIAL AT SITE/GENERAL SAFETY AT SITE	<input type="checkbox"/> The Contractor is responsible for the safe keeping and protection of the material at site and cleaning of the premises after completion of work without any additional charges. The contractor should provide adequate fire extinguishers and other safety equipment at site.

We agree to the terms incorporated in the above Appendix.

Signature of Contractor(s)

Date:

**THE TERMS & CONDITIONS AS SET FORTH IN THIS SCHEDULE SUPERSEDE ANY CORRESPONDING CLAUSE INCLUDED ELSEWHERE IN THE TENDER.**

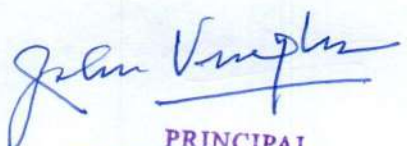
  
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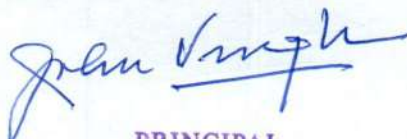
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*John Douglas*

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## NOTICE INVITING TENDER

### 1.1 Scope of Tender

1.1.1 **Principal, St. Stephen's College, Delhi** invites sealed competitive unit rate tenders in the prescribed format from the short-listed tenderers for the addition/alteration work and sanitary, plumbing & electrical works of **St. Stephen's College, Delhi** through Architect to be submitted latest by 18 September 2020 for the following work:

- a) Name of the work Addition/Alteration Work (Civil Part) at Library
- b) Time of completion **3 (Three) Months.**
- c) Earnest Money **Rs.50000/- (Rupees Fifty Thousand Only)**
- d) Tenders are invited from recognized experienced contractors. Each tenderer shall submit with his tender list of building schemes of a like nature he has executed giving details of their magnitude and cost and the time within which the works were completed.

1.1.2 The successful Tenderer will be expected to complete the works within the schedule as specified in Tender.

1.1.3 Throughout this Tender Document, the terms "Tender" and "Bid" and their derivatives "Tenderer/Bidder", "Tendered/Bid", "Tendering/Bidding" are synonymous.

1.1.4 The Tenderer's attention is drawn to the terms and conditions of the Tender Document.

### 1.2 Earnest Money Deposit

1.2.1 Earnest Money Deposit is **Rs.50000/- (Rupees Fifty Thousand Only)** in the form of crossed demand draft in favour of "**The Principal, St. Stephen's College**" payable at **Delhi**.

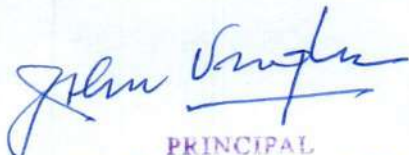
1.2.2 E.M.D of the unsuccessful tenders will be refunded without any interest within 120 days from the date of submission of the tenders.

E.M.D may be forfeited.

- i If bidder withdraws his bid during the period of validity specified.
- ii If the successful bidder fails within the time limit to sign the contract document or fails to furnish the required documents if any.

### 1.3 Site Visit

1.3.1 Tenderers are advised to visit the Site before Tendering to inspect and examine the Site and its surroundings in order to acquaint themselves with the conditions affecting the execution of the works. Tenderers shall obtain for themselves, at their own expense, all information that

  
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may be necessary for preparing the Tender and entering into a Contract for the execution of the works.

1.3.2 Tenderers will be deemed to have made themselves familiar with all details of nature of the ground, the form and nature of the Site, the means of access to the Site, impact of surrounding buildings, roads, structures, services, restrictions imposed in respect of noise, public safety and fire access, the correct dimension of the works facilities for obtaining the special articles, etc and in general shall themselves obtain all necessary information as to risks, contingencies, prevailing regulations, statutory controls, items to be supplied by the Employer if any and other circumstances which may influence or affect their Tender. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description will be allowed.

1.3.3 Tenderers will also be deemed to have satisfied themselves as to the conditions affecting the supply of labour and to have allowed for all payments, costs and expenses incurred in providing and maintaining an adequate and effective labour force.

#### 1.4 Tender Documents

1.4.1 The following documents included in the Tender shall be deemed to form and to be read and to be construed as part of Tender Documents together with any and all amendments thereof:

- 1: Notice Inviting Tender
- 2: General Conditions of Contract
- 3: Special Conditions of Contract
- 4: Technical Specifications
- 5: Bill of quantities
- 6: List of Approved Makes


1.4.2 Tenderers are expected to examine carefully the contents of the Tender Documents. Tenderers shall check the number of the pages of all the documents and, should any page be found missing or unclear, they must notify the Architect at once for clarification. No liability for errors in the Tenders, resulting from failure to check the Tender Document, will be accepted.

1.4.3 Should any clarifications or specifications be necessary during the Tender period, these will be issued to the Tenderers and will form part of the Contract. Such instructions received by the Tenderers shall be clearly identified by them as being received and shall be noted in the appropriate place in the Tender Document.

1.4.4 The submission of the Tender will be conclusive evidence that the Tenderers have fully and carefully read these Guidelines for Tenderer and all other documents and made themselves aware of the scope, specifications, drawings, quality, schedule, conditions and performance requirements, local conditions and other factors having a bearing on the execution of the Works etc and the requirements of the Contract Documents. Failure to comply with the requirements of the Tender submission will be at the Tenderers own risk.

1.4.5 The Tenderer shall treat the details of the Contract Document as private and confidential.

1.4.6 The Tender will not be considered unless the document is completed as specified in Clauses 1.7.1 and 1.7.9

  
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1.4.7 In the event of Tenderers not submitting the Tender for the Works, the blank Tender Documents together with its enclosures are to be returned immediately to The Architect.

1.4.8 The Tender submitted shall remain valid for acceptance for a period of 3 (three) months from the last date of submission of the Tender.

- 1.4.9
- (i) At any time prior to the deadline for the submission of Tender, the Architect may, for any reasons, whether for its own reason or in response to a clarification requested under **Clause 1.8.2**, modify the Tender Documents by issuing addenda.
  - (ii) Any addendum thus issued shall form a part of the Tender Documents pursuant to Clause 1.7.7 and shall be communicated in writing to all Tenderers. Tenderers shall acknowledge the receipt of such addendum in writing to the Architect.

## 1.5 Bill of Quantities

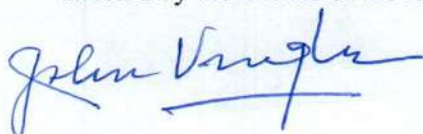
1.5.1 The Bill of Quantities accompanies this Tender. The Contract shall be for the works as stated in **Clause 1.1.1** based on the Bill of Quantities with rates as submitted by the Tenderer. It shall be clearly understood that these are the estimated quantities only and are not to be taken as actual and final quantities of the works, to be executed by the Tenderer in their fulfilment of their obligation under the Contract. These quantities are liable to alteration by omissions, deductions or additions at the discretion of **St. Stephen's College** as advised by the Architect, without affecting the terms and conditions of the Contract.

1.5.2 The Tenderer shall fill in rates and amount for all items of the works described in the Bill of Quantities. The Tenderers should quote in figures, as well as in words, the rate(s) tendered by them in the "Rate" column legibly. The amount for each item should be worked out and requisite totals given in figures. The final Tendered amount shall be written both in figures and in words in such a way that there is no ambiguity. It shall be definitely understood that the Architect/Employer, do not accept any responsibility for the correctness or completeness of the schedule in respect of items and quantities. The schedule of quantities shall be considered to be approximate and no liability shall be attached to the Employer for any error that may be discovered therein.

1.5.3 Provide the total amount on each page, duly carry it to the end of the section and fill in the General Summary of the Bill of Quantities.

1.5.4 Unless the unit rate quoted is in whole rupees and followed by the word "only" it should invariably be up to two decimal places. While quoting the rate in the Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

1.5.5 The rates quoted by the Tenderers in figures and words for each BOQ items shall be accurately filled in so that there is no discrepancy. However, if a discrepancy is found, the unit rates given in words, as worked out by the Tenderer, shall be taken as correct. If the amount of an item is not worked out by the Tenderer or if it does not correspond with the unit rate written either in figures or in words, the rate quoted by the Tenderer in words shall be taken as correct and the amount shall be adjusted accordingly. All corrections, if made, will be properly attested by the initials of the tenderer. Overwriting of words/ figures is not permitted. Tenders





that propose any alteration in the works, specified, in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. Failure to comply with these conditions, after opening of the Tender, shall make it null and void.

1.5.6 All rates shall be quoted only on the Tender form provided in the Bill of Quantities.

## 1.6 Tender Sum

1.6.1 Subject to the terms and conditions of the Contract, the Tender Sum shall be fully inclusive of all expenses, profit and overheads of any nature, whatsoever connected with the carrying out and completion of the Works in accordance with the contract.

1.6.2 All duties, taxes and any other levies applicable for this notified Project and for this Contract, or for any other cause, as on the date of the submission of the Tender, shall be included in the unit rate of each BOQ item. The rates and the total Tender Sum, as submitted by the Tenderer, shall be considered for the purpose of evaluation and comparison of the Tender by the Architect of **St. Stephen's College**.

## 1.7 Tender Submission

1.7.1 Tender must be completed in full, signed and stamped on every page and returned within the specified time period. The sealed Tenders with "Name of the Work Package" tendered and "Name of the Tender" written on the outside of the envelope will be received in the office of **Principal, St. Stephen's College** as per **Clause 1.7.2**. Unsealed Tenders shall be rejected.

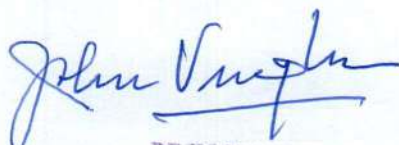
1.7.2 Any tender received by **St. Stephen's College** after the deadline for the submission of tender as prescribed, will be rejected.

1.7.3 Each page of the Tender Documents is required to be signed and dated by the authorized representative of the Tender submitting the Tender in respect of their having acquainted themselves with the Special Conditions, General Conditions of Contract, Technical Specifications and Bill of Quantities etc. Any Tender with any of the documents not so signed will be liable for rejection.

1.7.4 If the Tender is submitted by a partnership firm, it shall be signed by all of the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the Contract and the Tender shall have attached such Power of Attorney. A copy of the constitution of the partnership with the names of all partners shall be furnished.

1.7.5 If the Tender is submitted by or on behalf of a Company incorporated under the Companies Act, it shall be signed by their Managing Director or one of the Directors duly authorized on their behalf. Copies of the Memorandum and Articles of Association of the Company and Power of Attorney in favour of authorized signatory shall also be provided.

1.7.6 The signature of the Tenderer should be attested by at least one witness. The witness shall be a person of status and property. Their names, occupation and address should be stated clearly below their signatures.

  
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1.7.7 Addendum to this invitation to tender, if issued, must be signed and submitted with the Tender Documents as part of the Tender Document. Tenderers should price the work based on the revised quantities where amendments of quantities are issued in the addenda.

1.7.8 The tender submission shall be complete with the following:

- a. Earnest Money Deposit.
- b. Tender duly completed and stamped, signed along with the complete tender documents collected from the Architect including the Bill of Quantities thereof, duly signed for acceptance of all terms and conditions and any addenda.
- c. Any supplementary details required for the evaluation of the Tender such as drawings, technical details etc.

1.7.9 Those Tenders which are not complete in every respect and are not in accordance with **Clause 1.7.8** will be liable to be rejected.

No alteration which is made by the tenderer in the notice of tender, instructions to the contractor, the contract form, the conditions of contract, the drawings, specifications or quantities accompanying the same shall be recognized and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

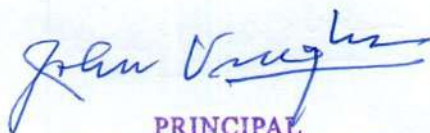
## **1.8 Process for Notice of Award.**

1.8.1 Tenders shall be deemed to be under consideration immediately after the opening of the Tender and until such time that **St. Stephen's College** advises the Tenderer that it has accepted or rejected the Tender submitted by the Tenderer.

1.8.2 The Architect, if necessary will obtain clarification on the Tender by requesting such information/clarification in writing as may be necessary. The response by the Tenderer for this shall be in writing.

1.8.3 Subject to Clause 1.8.4, **St. Stephen's College** shall issue the Notice of Award for the Works to the Tenderer whose Tender has been determined to be competitive and responsive to the tender documents. **St. Stephen's College** is not bound to accept the lowest tender. The award of the Tender will be communicated by the Employers Representative in writing in the manner defined as Notice of Award.


1.8.4 **St. Stephen's College** will be the judge in the matter of issuing the notice of Award of the Contract and it's decision shall be final and binding. Notwithstanding Clause 1.8.3, **St. Stephen's College** reserves the right to accept or reject any Tender or to annul the Tender process and reject all tenders at any time prior to the issuing of the Notice of Award without incurring any liability to the affected Tenderers. **St. Stephen's College** also reserves the right to split the Tender, if required, without assigning any reasons whatsoever and without any compensation for the Tenderer.

  
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- 1.8.5 The invitation to Tender shall form part of the Contract Document.
- 1.8.6 **St. Stephen's College** shall not be responsible for, nor shall **St. Stephen's College** reimburse, any expense or loss which may be incurred by any Tenderer in the preparation of the Tender.
- 1.8.7 Information relating to the examination, clarification, evaluation and comparison of Tenders and the recommendations for the Notice of Award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notice of Award is issued. Any effort by a tenderer to influence **St. Stephen's College** for the processing of Tenders or Award decision will result in the rejection of the Tenderers Tender.
- 1.8.8 Tenders shall remain open for acceptance for a period of ninety days from the date of opening of the tenders.
- 1.8.9 The tenderer whose tender has been accepted shall, within four days of the intimation of the acceptance of the tender, handover to the Architect and stamp paper of eight numbers Rs.50/- Tenderers failure to furnish stamp paper within the time shall give right to the Employer to revoke the acceptance of tender without any further notice to the tenderer.
- 1.9 Notice of Award (Work Order)**
- 1.9.1 Prior to the expiry of the period of Tender validity as given in **Clause 1.4.8, St. Stephen's College** will notify the successful tenderer in the manner prescribed in **Clause 1.8.3**. The notice of Award shall name the sum which the Employer will pay the Tenderer / Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract.
- 1.9.2 The Notice of Award will constitute the formation of the Contract Agreement between the Contractor and **St. Stephen's College** for the works as specified in the Tender Documents.
- 1.10 Signing of Contract Agreement**
- 1.10.1 The successful Tenderer shall start the other formalities of executing the Formal Agreement duly signed and stamped as required. The same shall be submitted to the Architect within 10 (Ten) days of receipt of the Notice of Award to enable the Architect to process the Mobilisation Advance if any. In case of delay, the earnest money may be forfeited and the tender cancelled.
- 1.11 Delays in Commencement**
- The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials. If the contractor does not commence the work by the date mentioned in these documents, the earnest money submitted by him shall be forfeited without any intimation to the contractor and the work will be awarded to another tenderer.

  
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## 1.12 Period of Construction

Time is the essence of the contract. The total work has to be complete in **Nine** months time. Commencement of the work shall be considered from the 10th day on receipt of work order. The contractor shall draw a details schedule of programme within two weeks of date of issue of work and submit to the Employer for their approval.

## DEFINITIONS SECTION

Wherever used in these Contract Documents, the following words and expressions shall, unless the context requires otherwise, have the meanings indicated which is applicable to both the singular and plural thereof:

**“Act of Insolvency”** means any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statute.

**“Addenda”** means the written or graphic instrument issued prior to the opening of Tender which clarifies, corrects or changes the Tendering requirements or the Contract Documents.

**“Agreement”** means the written Contract between the Employer and the Contractor covering the work to be performed, and other Contract Documents attached to the Agreement and made a part thereof as provided therein.

**“Application for Payment”** means the forms issued by **St. Stephen's College** which are to be used by the Contractor in requesting progress and final payments and which are to be accompanied by such supporting documentation as is required by the contract Documents.

**“Approval”** means approved in writing, including subsequent written confirmation of previous verbal approvals and **“Approved”** means approval in writing including as aforesaid.

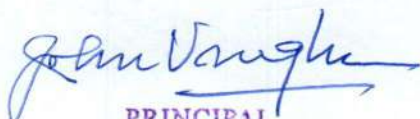
**Change Order”** is a written order executed by both parties which will consist of additions, deletions or other revisions to the works and/or contract time and/or contract sum. A change order may be accompanied by, and /or may identify, revised sketches, plans, specifications or other written instructions which become and form part of the Contract Documents

**“Construction Equipment”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of whatever nature required in, on or for the construction, completion or maintenance of the Project (whether owned or hired by the Contractor) but not including materials.

**“Contact Documents”** means collectively the Tender Documents, Designs, Drawings, Specifications, Bill of Quantities, Notice of Award and agreed variations, if any, and such other documents as the same more specifically identified in the Agreement together with all written amendments, Change Orders, Directives and Design Consultants interpretations and clarifications issued on or after the date of the Agreement.

**“Contract Sum”** means the money payable by the Employer to the Contractor for completion of the work in accordance with the Contract Document calculated at times of award of the contract as stated in the Agreement. This is subject to such deductions and additions there from as may be made under the provisions thereafter contained.

**“Contract Time”** means the time frames, milestones and schedules established to achieve the Certificate of Final Completion and the completion of the works and Project as a whole.

  
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**“Contractor”** means the individual or firm or company, whether incorporated or not, with whom the Employer has entered into a Contract who will undertake the Works and includes the Contractor’s legal representative, successors and permitted assigns.

**“Defects Liability Period”** means the specified period of **12 (twelve)** months from the date of the certificate of Final Completion up to the date of issue of the Final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the Works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication defects covering all materials, plants, equipment, components and the like supplied and installed by the Contractor.

**“Defective”** in an adjective which when modifying the word work refers to Works that is unsatisfactory, faulty or deficient in that it does not conform to the Contract documents or it does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

**“Deficiency List”** means a list of finish and repair items which do not materially adversely affect the use and occupation of the relevant parts of the Project in which the said items are located and which, in the opinion of the Architect, are capable of being made good within 90 (ninety) days of being identified.

**“Employer”** means **St. Stephen’s College** and the legal successors in title to the Employer who will employ the Contractor or the Architect appointed by them or their representative.

**“Drawings”** means the drawings referred to in the contract Documents as Section 3/1 for the development, design and construction of the Project and any such modifications and/or additions of such drawings approved in writing by the Architect and any further drawings as may from time to time be furnished by the Architect.

**“Excepted Risks”** means the risks due to riots (otherwise than among Contractor’s employee) and civil commotion (in so far as both of these were insurable), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, Acts of God such as earthquake, lightning, and unprecedented flood and other causes over which the Contractor has no control.

**“Final Certificate”** means the certificate issued by the **Architect** for the satisfactory compliance of all the provisions of the Contract by the Contractor and after the Defects Liability Period is over.

**“Final Completion”** means the work been completed including the works which are subject of a Deficiency List, in the opinion of the Architect. Issue of the Certificate of “Final Completion” will start the Defects Liability period for the Contractor.

**“Legal Requirements”** means all applicable laws, Act of Parliament, rules, decisions, regulations, ordinances, codes and order coming from any and all Governmental bodies, agencies, authorities and utility suppliers having jurisdiction.

**“Materials”** means all applicable laws, Acts of Parliament, rules, decision, regulations, ordinance, codes and order coming from any and all Governmental bodies, agencies, authorities and utility suppliers having jurisdiction.

**“Milestone”** means a principal event specified in the contract documents relating to an important contractually binding date.

**“Notice of Award”** means the written notice from the Employer to the successful Tenderer stating that upon compliance by the successful Tenderer with the conditions precedent enumerated therein, within the time



specified and within the Contract sum specified the Employer will sign and deliver the Agreement, so that the Contractor can perform its obligation under the Contract Documents.

**Notice in Writing** Or written notice means a notice in writing, typed or printed character sent (unless delivered personally or otherwise proved to have been received.) By registered post of the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

Email communications shall also be considered as Notice in Writing, subject to the condition that after acceptance of the email, the same will be submitted again as a written notice.

**"Projects"** means the total development and construction of the work to be provided under the Contract Documents.

**"Sample"** means physical examples of materials, equipment or workmanship that are representative of some portion of the work and which establish the standard by which such portion of the work will be judged and accepted.

**"Shop Drawings"** means all drawings, designs thereof, diagrams, schedules, illustrations and other data or information specifically prepared for the Project by the Contractor or Sub-contractor, manufacturer or supplier to illustrate some portion of the Project designed by the Design Consultant from time to time.

**"Specification"** means those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**"Subcontractor"** means the person or organisation holding a direct contract with the Contractor or an authorized representative, including any trade contractor, labour contractor, consultant or sub-contractor employed directly or indirectly by the Contractor, either to perform any of the Works at the site or to supply any materials or equipment to be incorporated in or utilized in connection with the works.

**"Substantial Completion"** means that the Work (or specified part thereof) has progressed to a point, in the opinion of the Architect, where a certificate of Substantial Completion can be issued as the Work (or specified part thereof) is sufficiently complete in accordance with the Contract Documents so that the work (or specified part thereof) can be utilized for the purposes for which it is intended. The Works that are not then completed are properly the subject of a Deficiency List.

**"Supplier"** means a manufacturer, fabricator, supplier, distributor, material or vendor having a direct contract with the Employer, Contractor or with any sub-contractor to furnish materials or equipment to be incorporated into the Work by the Contractor or any of its Sub-contractor.

**"Tender"** means the proposal of the tenderer submitted on the described form setting forth the prices for the Work to be performed.

**"Urgent Works"** shall mean any urgent measures which in the opinion of the Architect become necessary during the progress of the Work to eliminate any risk of accident or failure or which becomes necessary for security.

**"Work(s)"** means and includes all items and things to be supplied/ done and services and activities to be executed by the Contractor in accordance with the Contract part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted work as required by the Contract.



## GENERAL CONDITIONS OF CONTRACT

### 2.1 Preamble/Scope of Works

This document for the Scope of Works sets out to assist the Tenderer in identifying the extent of the work to be priced in the Bill of Quantities for this work package by amplifying the details shown on the drawings and directing to the attention of the Tenderer other items that are not necessarily described or indicated, and yet are required for the full performance and completion of the Works. All items essential for the completeness of the Works even if not specifically shown on the drawings or noted in the specifications provided that the same shall be reasonably inferred from shall be furnished and installed by the Contractor and included in this Tender. This is not intended to exclude any other items that may be required by the Architect, or that may be required by the Statutory Authorities or for good construction practice.

The quantities shown in the schedule are approximate. The Employer retains the right of increasing/decreasing the magnitude of work, and tenderers have no right to claim any extra compensation due to this.

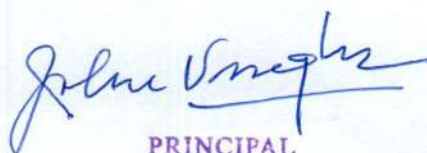
The Employer reserves the right of altering the drawings, the nature of work, and of adding to or omitting any items of work, or of having the same carried out departmentally or otherwise. Such alterations or variations shall be carried out by the contractor without prejudice to this contract. Any variation in the drawings and or specifications and any extra items that are likely to come up during the execution of the work, the contractor shall execute the same, and any rates that are due to the contractor because of the variations shall be arrived at as per conditions laid hereinafter.

No part of the contract shall be sublet without the written permission of the Architect/Employer nor shall transfer be made by power of attorney authorising others to receive payment on behalf of the Contractor.

### 2.2 Contractor's Obligations

2.2.1 The contractor will construct, complete and maintain the works as shown upon the Drawings and described by or referred to in the Specifications in compliance with the Contract Documents. The Contractor will deliver up the works to the Employer completed in every respect. The Contractor will comply in all respects with the Contract Documents. The Contractor shall execute the whole and every part of the work in the most substantial and proficient manner, strictly adhering to the materials, specifications, and drawings. The Contractor shall also confirm exactly, fully and faithfully, to the designs, drawings and instructions in writing relating to the work issued to them by the Architect from time to time.

2.2.2 The Contractor shall be deemed to have full knowledge of the extent and nature of the Works and shall be deemed to have allowed for all items of work shown upon, described by or referred to or reasonably to be inferred from or within the "scope" of the Contract Documents or which are normally provided by a Contractor exercising the standard of skill and care described in **Clause 2.2.6** in which are necessary to complete the works. The Contractor represents and warrants to the Employer that:

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- The Contractor has carefully examined the Contract Documents and the Contractor fully understands the scope, intent and purpose of the Contract Documents.
- The Contractor has visited and examined the Site and has satisfied itself as to the nature and location of the works, the general and local conditions and all matters which may in any way affect the works.

2.2.3 The Contractor is deemed to have satisfied itself before tendering as to the correctness and sufficiency of the Tender for the Works and of the rates quoted for in the Bill of Quantities. These rates / prices shall cover all of its obligations and the maintenance of the Works.

2.2.4 Without prejudice to any express or implied warranties or conditions, the Contractor shall exercise, in the construction and completion of the Works, all the skills, care and diligence to be expected of a properly qualified and competent specialist contractor experienced in carrying out works of a similar scope, quantity, nature and size to the Works.

2.2.5 If the Contractor shall find any ambiguity or discrepancy in the contract documents or in any instruction issued by the Architect, it shall notify immediately the Architect in writing accordingly. The Architect shall issue an instruction as to the manner in which any ambiguity or discrepancy which may become apparent shall be resolved and the Contractor shall forthwith comply with such instruction. If and insofar as such instruction requires the Works to be changed, it shall be treated as an instruction under Clause 2.10

2.2.6 The Contract Documents shall be treated as being mutually explanatory of each other. In case of any ambiguity or discrepancy in the Contract Documents, following will be the order of precedence:

- Notice of Award
- Drawings
- Bill of Quantities
- Specifications
  - Special
  - General
- Conditions of Contract
  - General
  - Special

2.2.7 Notices, Instructions, Drawings and Certificates to the Contractor

2.2.8 All notices are to be given by the Architect unless otherwise provided in this Contract or amended accordingly.

2.2.9 All notices, instructions and communications to be given under this Contract shall be given in writing. All notices, if sent, shall be by registered post to the last known place of abode or business of the Contractor, or through Email.



The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimension and alignment of all part thereof. If at any time any error shall appear during progress of any part of the work, the contractor shall at his own expense rectify such error, if called upon to the satisfaction of the Architect.

2.2.10 all notices, instructions and communications shall be given to the authorized representative of the Contractor and it shall be considered to have the same force as if they had been given to the contractor itself. The Contractor's authorized representative or the Contractor shall be in attendance on the site during all working hours and shall superintend the execution of the Works with such resources and assistance as the Architect, considers necessary.

2.2.11 The Architect shall communicate and confirm its instructions to the Contractor in respect of the execution of the Works by "Site Directives". The contractor shall confirm receipt of such instruction by signing the "Site Directives"

2.2.12 The Contractor shall comply with all written instruction issued to it by Architect in regard to any matter relating to the Works. To revert back with a plan with specified time

The contractor shall fourth with comply with and duly execute any work comprised in such Architect and Employers instruction provided always the verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Architect or Employer shall If involving a variation be confirmed in written by the contractor within seven days by the Employer, the same shall be deemed to be the Architect or Employers instruction within the scope of the contract.

2.2.13 From time to time as it may be necessary the Architect without charge to the Contractor, shall supply the Contractor with two copies of those documents and drawings as is reasonably necessary to explain and amplify the Drawings and specifications.

2.2.14 Any certificate to be issued under this contract shall be signed by the Architect. Any certificate which has not been signed by the Architect shall be of no effect.

### 2.3 Statutory Requirements, Notices, Fees and Charges

2.3.1 Unless otherwise stated in the Contract Documents, the contractor shall comply with, make all applications and give all notices required by any entrustment, rule or order made under any Act of Parliament, Governmental Authority, State Laws, or any regulation or bye-law of any local authority or of any Public Utility concern which has any jurisdiction with regard to the Works Project or with whose systems the same are connected (all requirements to be so complied with, being referred to as "the Statutory Requirements").

2.3.2 In the event the Contractor finds any divergence between the instructions furnished by the Architect on the basis of documents and drawing referred to in **Clauses 2.2.7** and 2.9 and the Statutory Requirements, it shall immediately notify about the same to the Architect clearly and categorically specifying the divergence, and shall seek due clarifications on the same and submit proposals for overcoming the same. The Architect shall issue an instruction as to the manner in which any such divergence which may become apparent shall be resolved and the Works to be varied; it shall be treated as an instruction under **Clause 2.3.2**. In case, the Contractor shall not within ten days receive such instructions, he shall proceed with work,



confirming to the provisions, regulations or by-laws in question, and any work so necessitated shall be dealt with as Clause 2.10

2.3.3 The Contractor shall pay and indemnify **St. Stephen's College** against any liability in respect of any fees or charges (including any rates or taxes) legally demandable under the Statutory Requirements in respect of the works. Where the divergence between the Statutory Requirements and documents, drawings, calculations or samples has arisen as a result of legislative change in the Statutory Requirements after the date of submission of the Tender and, if insofar as the Architects instructions require the works to be changed, they shall be deemed to be instructions in accordance with **Clause 2.10**.

2.3.4 The Contractor shall supply to the Architect copies of all notices, applications, approvals, consents and permissions and all documentation relating thereto given or received by it in respect of the Statutory Requirements forthwith after giving or receiving the same.

## 2.4 Previous Work by Others

2.4.1 The Contractor shall satisfy itself in adequate time, before commencing any part of the Works as to the position, dimensions and suitability of any previous work which might in any way affect such part of the works (including, but without limitation, any surface to which the Contractor to fix or lay any part of the Works) and shall immediately intimate Architect in writing if such previous work is out of position, wrongly dimensioned or in any other way unsuitable.

2.4.2 The contractor shall have no claim or right of action against **St. Stephen's College** arising from work previously carried out by others unless the discrepancy in position or dimension or other unsuitability of the work or surfaces has been referred to **St. Stephen's College** by the Contractor in accordance with the provisions of **Clause 2.4.1**.

## 2.5 Discrepancies in Drawings and Specifications

2.5.1 The drawings and the Specifications are to be considered as mutually explanatory of each other detailed drawings are to take preference to small-scale drawings and figured dimensions in preference to scale. Special Conditions are to take preference to General Conditions.

2.5.2 Should any discrepancies appear however or should any misunderstanding arise as to the meaning and importance of the said Specification or drawings, or as to the dimensions or the quality of the materials or in the due and proper execution of the Works, or as to the measurement, quality or valuations of the Works to be executed under this Contract, or an extra thereupon, the same that be explained by the Architect. This shall be binding upon the Contractor and the Contractor shall execute the Works according to such explanation, subject to as aforementioned, and without extra charge or deduction to or from the Contract.

## 2.6 Materials and Workmanship

2.6.1 All materials and workmanship shall be of the respective kinds and standards described in the Contract or in any instructions, documents and drawings issued to the Contractor or as described in any documents, drawings, calculations and samples prepared by the Contractor and authorized for use by Architect in accordance with **Clause 2.9**. If no standard of materials



or workmanship shall be so described, such materials and workmanship shall be in accordance with the best standards of this industry and to the satisfaction of the Architect.

2.6.2 If any materials or workmanship of the kinds and standards required by **Clause 2.6.1** shall not be procurable, the Contractor shall give written notice within 7 (seven) working days of the notice of Award to the Architect proposing an alternative and shall obtain the prior written consent of the Architect to the use of any alternative. Such consent shall not relieve the Contractor of any of its obligations and any alternative agreed shall not give rise to any increase to the contract sum. Any such notice from the contractor must be accompanied by evidence that the proposed alternative:

- Is equal in quality and serviceability to the materials or workmanship required by **Clause 2.6.1**;
- will not cause alterations or modifications in the design and/or construction of other parts of the works or, if it does, that any costs incurred by St. Stephen's College by reason of such alterations or modifications will be payable by the Contractor;
- Is consistent with the design intent of the Works.

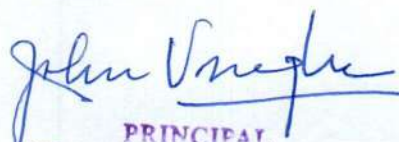
The Contractor shall furnish with such notice, drawing, specifications, samples, performance data and other information as may be required to enable the Architect to decide whether to give consent to the proposed alternative.

2.6.3 The Contractor shall furnish the Architect with test certificates and such other documents as may be necessary to prove that the materials and workmanship supplied or used in the project [either supplied by client or others] comply with the provisions of **Clause 2.6.1**. The Contractor shall engage testing laboratories, agencies and professional engineers as required by the Contract Documents entirely without any cost to **St. Stephen's College** all testing laboratories, agencies and professional engineers to be appointed by the Contractor shall be subject to the prior written approval of the Architect.

2.6.4 **St. Stephen's College** may, at its sole discretion, retain the services of independent testing laboratories, agencies and/or professional engineers to perform tests and make inspections and reports specified in the Contract Documents or as considers necessary from time to time. A copy of such test reports produced by any person so retained may, at the sole discretion of the Architect, be made available to the Contractor. If the Architect so requires, the Contractor shall, entirely without cost to the Architect furnish samples of all materials and workmanship to be used as test specimens, and such labour and facilities at the site as may be necessary in connection with providing for such testing and inspection.

2.6.5 No testing or inspection by or on behalf of **St. Stephen's College** or the Contractor shall relieve the Contractor of any of its obligations under or in connection with the Contract.

2.6.6 All works embracing more than one process shall be subject to examination and approval at each stage thereof. The Contractor shall give notice to the Architect when each stage is ready. In the default of such notice, the Architect shall be entitled to appraise the quality and extent thereof.

  
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2.6.7 No work shall be covered up or put out of view without the written approval of the Architect. The Contractor shall offer full opportunity for examination and measurement of any works which is about to be covered up or out of view.

2.6.8 The Architect may issue instructions requiring the Contractor to open up for inspection any work covered up or to arrange for or carry out any test of any Materials (whether or not already incorporated in the Works) or of any executed work and the Contractor shall provide such facilities as may be required for such inspection and examination. The cost of such opening up or testing (together with the cost of making well in consequence thereof) shall be added to the Contract Sum unless:

- Provided for in Clauses 2.6.3, 2.6.6 and 2.6.7

And/or

- The inspection or test shows that the materials or workmanship are not in accordance with the Contract.

And/or

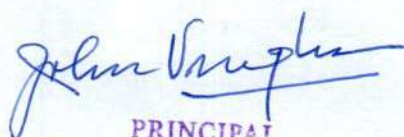
- Architect had reasonable grounds for suspecting that the materials or workmanship might not be in accordance with the Contract.

2.6.9 The Architect may issue instructions requiring the immediate removal from the Project material or workmanship which might not be in accordance with the Contract.

2.6.10 The Architect may approve, comment on or require amendment to the method statement proposed by the Contractor but notwithstanding any such approval, comment or requirement, the Contractor shall be solely responsible for construction means, method, techniques, sequences, procedures or safety precautions employed by it in connection with the works. Further, neither St. Stephen's College nor the Design Consultants shall be liable for any acts or omissions of the Contractor or any failure of the Contractor to construct and complete the works in accordance with the contract or the intent of the contract.

## 2.7 Contractor's Supervision

2.7.1 The Contractor (i.e. as a corporate entity) shall supervise the execution of the works and shall appoint and constantly retain at keep upon the Works Project, a suitably skilled, qualified, experienced, authorized representative and a supervision team of adequate size both approved by the Architect in writing who shall supervise all the works. All such require the approval by Architect or its representative. The Contractor shall not remove either the representative such supervisor or any members of the such supervision team from the Works Project without the prior written approval of the Architect and, if such approval is given, the Contractor shall be responsible for replacing such person or persons forthwith with a person or persons, of equivalent skills, qualifications and experience and who shall have been previously approved in writing by the Architect within 3 working days. If site in charge/supervisor is not performing up to the expectations, Architect at its discretion can ask contractor in written notice to replace such supervisor. Contractor in such case shall replace the efficient person as per agreed process within 7 working days.

  
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2.7.2 The authorized representative of the Contractor shall be a responsible person adequately authorized [proof of authorization to be provided] by the Contractor to take decisions on the Site and to spend the necessary money to procure materials and labour to undertake the works. Any instructions given to the Contractor's authorized representative shall be considered to have the same force as if these had been issued to the Contractor.

2.7.3 If the Contractor fails to appoint a suitable person to act as its authorized representative the Architect shall have full powers to suspend the execution of the works until such time till a suitable person is appointed and the Contractor shall be held responsible for the delay(s) so caused for the Works and the damages thereof.

If the Headquarters of the successful tenderer are elsewhere other than the site of work, he shall have a duly authorized agent at the site of work, from the commencement of the work until the building is virtually completed. Such agent shall be authorized to act on behalf of the successful tenderer to accept services of notice of contract and to agree to extras, the omissions and extras /substituted items of work and rates for the same. The contractor or his agent shall maintain in his staff a qualified **Civil Engineer** approved by the said Architect/ Employer and such other office personnel as may be required for the efficient execution of the works. Any notice under the contract shall be deemed to have been served on the successful tenderer is served upon such agent or sent by registered letter at his site address. Such agent shall not be changed and shall not leave the site during the duration of the contract, unless the consent of the Architect/ Employer has been previously obtained. If the Architect/ Employer wants the successful tenderer to carry out the rectifications under the terms and conditions of the contract after the building is completed, the successful tenderer shall have depute the same or another duly authorized agent at the site of the work while such rectification are being carried out.

2.7.4 In addition, the Contractor shall:

- Properly administer, co-ordinate, supervise and superintend the construction, completion and maintenance of the Works:
- Organise the procurement of all materials, goods and equipment, so that they will be made available at the site whenever required for the Project.
- Manage and reconcile the material supplied/paid directly by client which are used for the works taken up by the contractor
- Ensure that an adequate force of skilled workers are available to design, construct and complete the Works in accordance with the provision of the Contract; - Contractor to submit a labour plan and actual deployment
- Enforce discipline and order among the Contractor's employees and not to employ at the Project any unfit person or anyone not skilled, qualified and experienced in the task assigned to him and
- Provide supervision by experts in all aspects of the materials, goods, equipment or system being designed, fabricated and installed as part of the works.
- Ensure compliance by its workforce with all safety and security regulation from time to time in force in respect of the Site and also as per the statutory regulations.



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## **2.8 Access to the Site**

- 2.8.1 The contractor will be deemed to have inspected the access to the Project Site from the public, highway and the access routes around and through the Site and satisfied it that there is no impedance or that any impedance that could occur is allowed for in its Tender. A logistic plan to be submitted by the contractor which clearly specify the access to site for men and material, security check points, material storage space, toilets, etc
- 2.8.2 The Contractor should note that all access routes to the Site are to be shared with others and may get relocated from time to time.
- 2.8.3 The Contractor is deemed to have allowed in its Tender for all costs associated with the distribution of its personnel and materials around the Site and to, and within, the work areas as and when instructed by the Architect.
- 2.8.4 Access routes and adjacent roads shall not be blocked by vehicles standing, loading and/or unloading and shall not be used as storage areas.
- 2.8.5 The Employer, Architect and other Design Consultants and all persons duly authorized by and public utilities shall at all times have access to the Site and to the workshops or other places of the contractor or its sub-contractors and suppliers where any work is being designed, prepared or stored for the Project.
- 2.8.6 The Contractor must note that Work by other Contractors will be in progress at the same time. The contractor must allow reasonable access for other contractors in the areas of its operation during the execution of its work or as directed by the Architect. All costs incurred in carrying out activities of a "Site Co-ordination" nature are deemed to have been included for in the Tender.
- 2.8.7 Wherever required, the Contractor shall provide safe and sufficient scaffolding, hoists and ladders to gain access to the Site and works. The design of these needs to be certified by a competent Engineer.

No person not authorized by the Architect and the employer shall be allowed on works at any time.

If any works is to be done at any place other than the site of the work, the contractor shall obtain the written permission of the Architect/Employer.

## **2.9 Contractor's Design/ Shop Drawings**

- 2.9.1 Where any part of the Project is required to be designed by the Contractor in accordance with the provisions of the Contract Documents (including any further design which the Contractor is to carryout in order to comply with the provisions of the contract), the Contractor shall carry out and complete such design, including the selection of and specification for the kinds and standards of materials and workmanship to be used and the Contractor shall comply with any directions which the Architect may give for the integration of the Contractor's design with the design of the Works.
- 2.9.2 The Contractor shall, within **7 (seven) days** of receipt of notice of Award for the Works, where applicable, produce;



- A Schedule with description and date for the information that it required from the design Consultants for the purpose of finalizing the Contractors development of the design to produce workshop and installation drawings or for the incorporation of fixings, pockets, holes or as deemed necessary etc for Work to be installed by Self as well as other Contractors.
- The Contractor should note that, where such information is provided it will be construed as a clarification only and will not constitute a change to the Scope of Works and hence no additional costs will be considered.
- A schedule of shop drawings, indicating the number of shop drawings the Contractor is to produce, the contents of the drawings and the date by which the Contractor will submit the shop drawings to the Architect for approval.
- Contractor shall furnish to **St. Stephen's College** with a copy to the Architect, the time schedule, org chart with CV, logistic plan, safety plan, quality plan, etc within 7 days of the award of contract and further changes done by the contractor or as instructed by the Architect.

2.9.3 The Contractor shall, within 14 (fourteen) days of receipt of the Notice of Award for the Works, where applicable, commence the submission of shop drawings and continue to submit on a timely basis to the Architect for approval by the Design Consultants in order to conform to the Contract Schedule.

2.9.4 The Contractor is to submit to the Architect for approval, all shop drawings, samples and product data for all installation work and equipment. By doing so, the Contractor represents that he has verified that all materials, field measurements and construction criteria as relates to its so, are correct and comply with the required Specifications.

2.9.5 The Contractor further certifies that its submittals have been co-ordinate with the Contract Documents for its work and those of related contractors. Any deviations shall be called to the attention of the Design Consultants in writing via **St. Stephen's College** and are subject to their approval. The Design Consultant's approval will not excuse deviation from the intent or requirements of the Contract Documents unless specifically stated so in their same approval. When such approval has been obtained, via **St. Stephen's College** the work shall be executed in accordance with that approval.

2.9.6 When submitting information for approval, the contractor shall forward to the Architect three prints of the drawings, **three copies of calculations and method statements and one set of soft copy (as applicable).**

2.9.7 After review of the drawings by the Design Consultants, the Contractor shall it complies with all statutory applicable required by the applicable statutory bodies.

2.9.8 In respect of the Contractor's obligations under **Clause 2.9** the following provisions shall apply:

- The Contractor warrants that it has exercised and will exercise all the skills, care and diligence to be expected of a properly qualified and competent specialist experienced in carrying out work of a similar scope, nature and size to the Works:

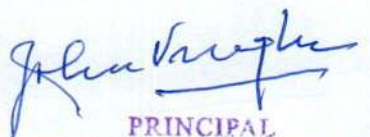


- The design of the same;
  - Working within the criteria to the kinds and standards of materials and workmanship to be used in the same as defined in the Specifications, and
  - The co-ordination and integration of the Contractor's design with the design of the Works as made known to the Contractor by the Architect from time to time.
- The Contractor warrants that the design of the works or such part thereof and the materials and workmanship used therein:
    - Will satisfy in all respects any performance specification or requirement included or referred to in the Contract Documents as part of the description of the works.
    - Will fully comply with the Statutory Requirements; and
    - Will be fit for the purposes for which they are intended or required as part of the Works and which are included or referred to in the Contract Documents or which have otherwise been made known to the Contractor by or on behalf of **St. Stephen's College.**
  - At such times as not to delay or disrupt the progress of the works, the contractor, without any additional charge and in accordance with the shop drawing procedures, shall provide the Architect with the number of copies of such documents, drawings, calculations or samples required by the Contract Documents and as are reasonably necessary to explain, amplify, show or describe and complete any design to be carried out by the Contractor. No such document, drawing, calculation or sample shall be used for the purposes of fabrication performance, construction or otherwise unless and to the extent that the Architect has authorized for such use.
  - No stamping, comment or authorization by or on behalf of **St. Stephen's College** in respect of any documents, drawing, calculation or sample submitted by the Contractor shall relieve the Contractor of any liability which would otherwise have a relation thereto.
  - The Contractor shall check and co-ordinate any documents, drawings, calculations and samples submitted by it prior to submission of the same;
  - It shall be a condition precedent to the Contractor's entitlement to be paid for the works carried out with materials or goods supplied in connection with any part of the Works to be designed by the Contractor that the same shall be carried out or supplied in accordance with documents, drawings, calculations or samples which have been authorized for use by the Architect in accordance with the procedures set out.

2.9.9

The provisions of the Contract relating to extension of time (**Clause 2.31**) and direct loss and/or expense shall not have affect where and to the extent that the cause of the progress of the Works or any part of the Works having been delayed is due to

- An error, divergence, omission or discrepancy in any documents, drawings, calculations or samples prepared by the Contractor.
- Failure by the Contractor to provide necessary documents, drawing, calculations or samples in due time.

  
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- Failure by the Contractor to obtain the necessary approvals, consents and permissions in due time as required, and
- A divergence between the Statutory Requirements and any documents, drawings, calculations or samples prepared by the Contractor.

2.9.10 Any error, divergences, omissions or discrepancies in any documents, drawings, calculations or samples prepared by the Contractor shall be corrected but, notwithstanding anything to the contrary contained elsewhere in the Contract, there shall be no addition to the Contract Sum and the Contractor shall not be entitled to any extension of time or loss and/or expense under the Contract in respect of such corrections or in respect of any instruction requiring a change to the works necessitated by above reasons.

## 2.10 Changes

2.10.1 The Architect may issue instructions requiring a change. Any change required by St. Stephen's College shall not invalidate the Contract.

2.10.2 The term "change" includes, but without limitations, any addition, omission, substitution, alteration or modification of any performance requirement or of the design, quality or quantity of the works as shown upon, described by or referred to in the Contract Documents or in any documents, drawings, calculations and samples prepared by the Contractor and authorized for use by the Architect in accordance with **Clause 2.9**. It includes the addition, omission or substitution of any work, the alteration of the kind or standard of any materials or workmanship to be used in the works and the removal of any material or goods brought thereon by the Contractor for the purposes of the works from the site, other than where it is not in accordance with this Contract.

2.10.3 All changes required by the Architect and all works executed by the contractor for which Provisional Sums are not included in the Bill of Quantities shall be valued by Architect, who shall give to the Contractor an opportunity of being present at the time of such valuation and of taking such notes and measurements as the Contractor may require. The valuation of changes and of works executed by the Contractor shall be made in accordance with the following rules in the order of precedence:

- (a) If rates for additional, altered or substituted items of works are specified in the Contract Documents, the Contractor shall carry out the additional, altered or substituted items at the same rate, inclusive of any discount agreed contractually.
- (b) The unit rates in the Bill of Quantities shall determine the valuation of work of similar character executed under similar conditions as was priced therein
- (c) If the rate of an extra item cannot be derived directly from the rates in the arrangement, the rate shall be derived from the rate of a similar item in the agreement in the same ratio as that of the two corresponding rates in the CPWD schedule of rates, latest. If this is not possible, rate shall be worked out at the rate in the latest CPWD schedule of rates, plus minus the percentage, which the tendered amount of the sub head at rates specified in the latest CPWD schedule of rates.

  
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(d) If the rates for the altered, additional or substituted works cannot be determined in the manner specified in the sub Clause (a) and to (c) above, then the rates for such works shall be worked out on the basis of actual consumption of materials, and labour and equipment used etc as detailed below:

- Cost of materials at prevailing rates at the time of execution of works actually incorporated in the Project. Relevant vouchers are required as supporting document.
- Cost of labour actually used at the Site/ factory of work at prevailing rates at the time of execution of works.
- Hire charge for plant and machinery, if any, specifically required to be used at the site for the Project.
- 15% towards the contractor's establishment, electricity and water charges, overheads and profit.

This clause shall not apply to contract or substituted items the quantities of which individually exceed the quantities in the contract by any extend. Such excess quantities shall be paid for at market rates, and the Employer shall be at liberty to get them executed through some other agency.

2.10.4 The Contractor shall not be entitled to any other rates than the rates set out in the Bill of Quantities, on any plea that the work was in a different position, or of a different class from, or in a more difficult position than that shown on the plan or described in the specifications of Bill of Quantities, unless an agreement entitling him for the payment at other than the rate set out in the Bill of Quantities, shall have been previously made and signed by the Architect.

2.10.5 The Contractor shall send to the Architect once every month, an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider itself entitled and of all extra or additional work ordered in writing by the Architect.

## 2.11 Security Deposit

**Not Applicable.**

## 2.12 Contract Sum

The Contract Sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of the Contract. Any error, whether arithmetic or not, in the computation of the Contract Sum shall be deemed to have been accepted by the parties.

### 2.12.1 Materials and Good unfixed or Off-Site and risk in the Works

2.12.2 Unfixed materials on Site and intended for incorporation in the works shall not be removed except for use in the Works, unless St. Stephen's College has consented in writing to such removal. All such materials shall become the property of **St. Stephen's College** but the Contractor shall remain responsible for loss or damage to the same until these materials are formally handed over.



2.21.5 Subsequent to completion of 'Deficiency List' by the Contractor to the satisfaction of the Architect it will issue the certificate for Final Completion. Issue of Certificate of Final Completion will start the Defects Liability Period.

## **2.22 Defects Liability Period**

2.22.1 The Defects Liability Period shall be a period of **12 (twelve)** months from the date of the Final Completion of the Project or parts thereof, as certified. The said period shall not be deemed to have expired until the Contractor has made good all the defects/ faults to the satisfaction of the Architect/ Employer.

2.22.2 The Contractor shall be responsible to make good and remedy at its own expense within such period as may be stipulated by the Architect any defects which may develop or be noticed before the expiry of the; period thereto from Certified date of Final Completion and intimation of which has been sent to the Contractor.

2.22.3 If during this period any faults and/or defects develop which in the opinion of the Architect are due to faulty material and/or workmanship, then the Contractor shall remedy these at its own cost.

2.22.4 The Contractor shall indemnify the Employer against any damage caused by such defects or faults.

2.22.5 If the contractor fails to carry out such remedial works within a period of **14 (fourteen) days** after having received such instructions in writing from the Architect it may make other arrangements to proceed to do the Project at the cost and risk of the Contractor, and without prejudice to such other rights as the Architect may have in respect of the Works.

## **2.23 Liability for Defects or Imperfections and Rectification thereof**

2.23.1 If it shall appear to the Architect at any time during construction or reconstruction or during the Defects Liability Period, that any work that has been executed is unsound is imperfect or with unskilful workmanship or that any material or article provided by the Contractor for execution of the works are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Project arising out of defective or improper materials or workmanship the Contractor shall, upon receipt of a notice in writing from the Architect, rectify/ remove or reconstruct the works so specified in whole or part, as the case may require and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at its own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of its failing to do so within the period to be specified by the Employer in its notice aforesaid, Employer may rectify or remove and re-execute the works and/ or remove and replace with proper materials or articles, as the case may be, by other means, at the risk and cost of the Contractor.

2.23.2 In case of repair and maintenance work, splashes and droppings from whitewashing, paint etc shall be removed and surfaces cleaned simultaneously with the completion of these items of work on day to day basis. In case the Contractor fails to comply with the requirement of the condition, the Employer shall have the right to get the work done by other means, at the risk and cost of the Contractor.



2.12.3 Risk in such Materials (whether or not incorporated in the Works and in each part of them) shall remain with the Contractor until Final Completion of the Project. The Contractor shall be responsible for and shall protect the Works and each part thereof and shall provide any further particular protection as may be required by the contract or otherwise as may reasonably be directed by **St. Stephen's College** until final Completion of the Project entirely without any cost to **St. Stephen's College**.

2.12.4 The Contractor shall maintain the works and each part of them until Final Completion of the Project in the condition required by the Contract and shall restore, replace, repair and make good any loss or damage occurring before Final Completion of the Project all in compliance with any instructions issued by **St. Stephen's College** in relation thereto.

## **2.13 Materials**

### **2.13.1 Contractor Supplied Materials**

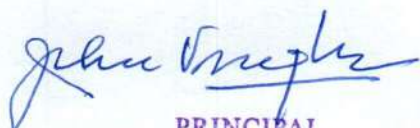
The Contractor shall, at its own expense, provide all materials for the Works, other than those specifically identified as being provided by the Employer.

2.13.2 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the contractor shall, if requested by the Architect furnish proof that the materials so comply with laid down specifications to the satisfaction of Architect. They shall be of the best of their respective kinds, new and free from defects and designed to ensure desired performance.

2.13.3 All the materials, unless and otherwise specifically described, required for the performance of the works, must be provided through normal trade channels and must include for Sales Tax, Octroi, duties, royalties, if any, and other applicable charges.

2.13.4 The Contractor shall, at its own expense and without any delay, supply to the Architect, samples of materials proposed to be used in the Works as per laid down in specifications. **St. Stephen's College** shall, within 14 (fourteen) days of supply of samples or within such period as it may require, intimate to the Contractor in writing whether the samples are approved or not. If the samples are not approved, the contractor shall forthwith arrange to supply to the Architect for approval new samples complying with the Specifications laid down in the Contract. It is the responsibility of the Contractor to prepare and bring all sample materials, erect mock-ups and obtain written approvals from the Architect and **St. Stephen's College** during the progress of the Project. No additional payments will be made for this. The quality of samples shall strictly conform to the standards set by the Architect and the Contractor shall be squarely liable if any interior material is utilized.

2.13.5 **St. Stephen's College** shall have full powers to order the removal of any or all materials brought to site by the contractor which are not in accordance with the Specifications or which do not conform in character or quality to the samples approved by the Architect. In case of default on the part of the Contractor in removing the rejected materials, **St. Stephen's College** shall be at liberty to have them removed by other means. **St. Stephen's College** shall have full powers to acquire other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; it may cause the same to be supplied by other means. All costs which may incur upon for such removal and/or substitution shall be borne by the Contractor.

  
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- 2.13.6 **St. Stephen's College** shall be entitled to have tests, recommended by the Architect, carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been produced at the cost of Contractor and the Contractor shall provide at its expense all facilities which **St. Stephen's College** may require for the purpose in accordance with Clause 2.6.3. If no tests are specified in the Contract and such tests are required by Architect the contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor
- 2.13.7 The cost of the materials consumed in test shall be borne by the Contractor in all cases except when otherwise provided.
- 2.13.8 All **Clauses** under **2.13.1** should be read in conjunction with **Clause 2.6**.
- 2.13.9 The Contractor shall submit at the end of each month the material procurement status in an approved format, together with details of all purchase orders and letters of credit.

#### **STEEL AND CEMENT**

- a. The contractor shall provide adequate store facility for the steel and cement required for the project and shall store the same in a proper manner satisfactory to the requirements of the Architect. For this purpose he shall construct storage shed on the site, keeping in view the project schedule of ensuring that adequate stock of the steel and cement is available at all time at site. The responsibility of storing steel and cement in a good and usable condition shall entirely rest with the contractor. The steel and cement thus procured and stored shall not be used in any other work than what is meant for. The contractor shall be held responsible for the loss or damage to the steel and cement or the unauthorized use of the same in his possession and shall bear the cost thereof.
- b. The contractor shall furnish steel and cement requirements for each quarter sufficient in advance so that necessary application by the employer can be made. The date by which the contractor shall furnish his projected steel and cement requirements for each quarter will be indicated at a later date.
- c. The contractor shall quote his tender on the basis of issue rates of steel and cement mentioned in the appendix and the same shall be taken for the recovery purpose from the running bills as following.
- 2.14 **Materials to be supplied by the Employer**  
Contractor shall be responsible for all the materials either directly supplied or paid off by **St. Stephen's College** or the loading/unloading, stacking, testing and proper installation of these materials shall be done as per requirements and specification.
- 2.15 **General**
- 2.15.1 The Employer and Architect shall be entitled at any time to inspect and examine any material intended to be used in the works, either on the Site, or at factory, at workshop or any other approved places where such materials are assembled, fabricated or manufactured or at any place (s) where these are lying, or from which these are being obtained. The Contractor shall

  
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give such facilities as may be required for such inspection and examination at no cost to the Employer. The materials brought on site outside working hours shall be stacked separately till they are inspected and approved by the Architect. The Contractor shall give such facilities as may be required for such inspection and examination at no cost to the Employer.

- 2.15.2 All materials brought to the Site and on which Secured Advance has been paid shall become and remain the property of Employer and shall not be removed off the Site without the prior written approval of the Architect. But whenever the Works are finally completed and advance, in respect of any such materials, is fully recovered, the Contractor shall at its own expense forthwith remove from the site all surplus materials originally supplied by it. Upon such removal the same shall revert in and become the property of the Contractor.

## **2.16 Stock of Materials Required**

- 2.16.1 The Contractor shall, at its own expense, provide and furnish itself with sheds and yards in such situations and in such numbers as, in the opinion of the Architect, are requisite for carrying out the Works under this Contract.

- 2.16.2 The Contractor shall keep at such sheds and yards as required by the contract, a sufficient quantity of materials in stock so as not to delay the carrying out of the works.

- 2.16.3 The Architect shall have free access to the said sheds and yards at any time for the purpose of inspecting the stock of material and any materials or articles to which may object to, shall not be brought upon or used in the Project but shall be forthwith removed from the sheds or yards by the Contractor at his own cost. The Contractor shall maintain a cement register countersigned by the Employer, of showing the daily receipts and issues of cement at the work, the balance on the site and the approximate quantities of various items executed per day with the cement. The register is countersigned by the contractor.

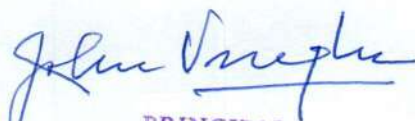
In case of theft or pilferage of any materials from the site, the employer shall not be responsible for the same and the contractor will make his own arrangements to make good the loss.

## **2.17 Property in Materials and Plant**

- 2.17.1 All equipment and plant are the best of their respective kind, new and free from defects, designed to ensure satisfactory operation under the conditions prevailing at the Site. The Contractor is responsible for the efficient installation of the same.

- 2.17.2 The installation shall comply with the requirements of any Municipal, State or National Act, bye – law, Rule and / or Regulations for the appropriate Fire officer, the applicable regulatory authorities, the public utility supply authorities and the like that are applicable to the Project. The works shall be constructed in accordance with all relevant statutory requirements together with any amendments or statutory orders relating thereto and the applicable Indian Standards and national building Code Standards and National Building Code together with any revisions thereto.

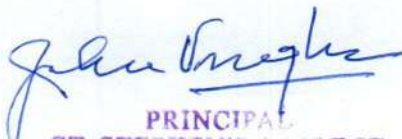
- 2.17.3 Where the Contractor's attention is drawn to a specific regulation, complying with the requirement, standard or code of practice will not absolve the Contractor from all regulations, requirements, standards or codes of practice as a whole.

  
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- 2.17.4 All Construction Plant, temporary Works and materials owned by the Contractor or by any company in which the Contractor has a controlling interest shall, when brought on to the Site (or in the case of hire Purchase Plant on the Site on its becoming the property of the Contractor) immediately be deemed to become the property of the Employer.
- 2.17.5 With view to securing the continued availability of any Essential hired Plant for the purpose of executing the Project, in the event of a cancellation of the Contract under this Contract Agreement hereof, if the Employer within 7 (seven) days after the date on which any such cancellation has become effective, makes a request in writing to the owner of such Essential hired Plant to continue to hire the same to the Employer on similar terms or terms as agreed thereof and conditions in all respect, any other Contractor duly appointed by the Employer is entitled for the use of the Hired Plant at the same site for the purpose of completion of the Works under the terms of the Contract. The Employer also undertakes to pay all the hire charges in respect thereof from such date of hire of Essential Hired Plant directly to the use of Employer
- 2.17.6 The Contractor, before bringing in any of "essential hired Plant" to the Site, shall notify in writing and seek a written permission to do so from the Employer. This also includes essentially the name and the address of the Owner thereof and shall certify that the agreement for the hire thereof between it and the Owner contains a provision in accordance with the requirements of **Clause 2.17.5** and endorsing a copy of the agreement also as a proof for the same. The contractor shall also upon request as aforesaid give a similar notification (but without certificate) in regard to any hire Purchase Plant.
- 2.17.7 The Employer shall, in order to avoid seizure by the Owner of any Hire Purchase Plant be entitled to pay to such Owner the amount of any overdue instalments or any other sum payable under any agreement for hire purchase and in the event of his doing so any amount so paid by it shall be a debt due from the contractor to the Employer and may be deducted by the Employer from any money due or that may become due to the Contractor under the Contract or may be recovered by the Employer from the contract at law.
- 2.17.8 In the event of the Employer entering into any agreement for hire of Essential hired Plant pursuant to the provisions of Clause 2.17.5 all sums properly paid by the Employer under the provisions of any such agreement and all expenses incurred by it (including stamp duties if any) in entering into such agreement shall be deemed for the purpose of the cancellation of contract under the Contract Agreement hereof, and also to be a part of the cost for completing the Project.
- 2.17.9 No Construction Plant, temporary works or materials or any part thereof (except hired Plant) shall be removed from the Site without the written permission of the Employer where the same is no longer required for the purpose of completion of the Project. But the Employer will permit the Contractor the exclusive use of all such construction Plant, temporary works and materials in and for the completion of the project until the occurrence of any event which gives the Employer the right to exclude the Contractor from the Site and proceed with the Completion of the Project.
- 2.17.10 Upon removal of any such Construction Plant, temporary works or materials deemed to have become the property of the Employer under **Clause 2.17.4** with consent as aforesaid, the property therein shall be deemed to revert in the Contractor and upon completion of the works

  
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the property in the remainder of such Construction Plant, temporary works and materials as aforesaid shall be subjected to the provisions of the cancellation of the Contract provisions. This Contract is deemed to revert in the Contractor who shall remove the same together with any "Essential hire Plant", "Hired Plant", and "Hire Purchase Plant". If the Contractor shall fail to remove any Construction Plant, temporary works or materials as aforesaid or any "Essential hired Plant", "Hire Plant" or "Hire Purchase Plant" within such reasonable time after completion of the Project as may be allowed by the Employer then the Employer may.

- Sell any such Construction Plant as aforesaid and/or
- Any of the "Essential hired Plant" to the person, firm or Company, at the Contractor's expense.
- After deducting from the proceeds of sale, the cost and expenses incurred in connection with such sale and with return aforesaid, shall pay the balance (if any) to the contractor but to the extent that the proceeds of any sale are insufficient to meet all such cost, charges and expenses, the excess shall be debt due from the Contractor to the Employer and shall be deductible or recoverable by the Employer accordingly as aforesaid.

The Contractor shall remain liable to and shall identify the Employer in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out any accident or injury sustained by any workmen or apprentice or any other person whether in the employment of the Contractor of any act default or negligence, error in judgment on the part of the Contractor, or its servants or agents.

2.17.11 The Employer shall not at any time be liable for the loss of or injury to any of the Construction Plant, temporary works or materials which have been deemed to become the property of the Employer under **Clause 2.17.4**.

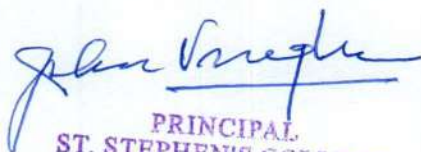
2.17.12 The Contractor shall when entering into any sub-contract for the execution of any part of the Works incorporate in such sub-contract (by reference or otherwise) the provision of **Clause 2.17** in relation to construction Plant, temporary works and materials. "Essential hires Plant", "Hire Plant" and "Hire Purchase Plant" brought on to the Site by the Sub-contractor.

2.17.13 the operation of preceding **Clause 2.17.12** shall not be deemed to imply an approval by the Employer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Employer.

## 2.18 **Indemnity and Set Off**

2.18.1 The Contractor shall indemnify the Employer against each and every liability which the Employer may incur to any person whatsoever and against all claims, demands, damages, losses, expenses or proceedings suffered or incurred by the Employer to the extent that the same has been arising out of or in connection with any breach of or failure to observe the provisions of the Contract and/or negligence, omissions, default or breach of statutory duty of the Contractor, its employees, agents or sub-contractors of any tier, including, but without limitation to:

- Any loss or damage to the Project or to any part of the same.

  
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- Any delay or disruption to other contractors engaged by the Employer in connection with the Project or any parts of the same.
- Any personal injury to or death of any person whomsoever arising out of or caused by the carrying out of the Project.
- Any loss or damage to any property, real or personal, including, but without limitation to, the property of the Employer.

The Contractor shall remain liable to and shall indemnify the Employers in respect of all causes of action, claims, damages, compensations or costs, charges and expenses arising out any accident or injury sustained by any workmen or apprentice or any other person whether in the employment of the Contractor or not while in or upon the said works or site and the same arising out of any act default or negligence, error in judgment on the part of the Contractor, or its servants or agents.

From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works from any cause whatsoever shall at his own cost repair and make good the same so that at completion, the work shall be in good order and condition and in conformity in every respect with the requirements of the contract and as per the Architect's instructions.

The expected risks are riots (in so far as it is uninsurable war, invasion act of foreign enemies, hostilities whether war is declared or not) civil war, rebellion, revolution, military or usurped power or a cause solely due to use or occupation by the employer of any portion of the works in respect of which a certificate of completion has been issued. (All of which are here in collectively referred to as the expected risks.)

2.18.2 The Employer shall be entitled to set off against any money (including any Security Deposit) otherwise due under the contract, any amount which has actually been incurred by the Employer or which the Employer is likely to incur on the basis of its bonafide estimates due to any reason of any breach of or failure to observe the provisions of this Contract by the Contractor or by reason of any negligence, omission, default or breach of statutory duty and/or regulations in respect of the Contractor, its employees, agents or sub-contractors of any tier, provided that the amount of such set-off has been quantified with reasonable accuracy and in reasonable detail by the Employer.

2.18.3 Any notice or amount set off under the provisions of **Clause 2.18.2** is without prejudice to the rights of the Employer to vary subsequently the amount claimed and set off by Employer.

2.18.4 The rights of the parties to the Contract in respect of set-off as set out in the Contract are without prejudice to any common law for the rights of set-off which either party have.

## 2.19 Commencement time and extension for delay

The time allowed for execution of the Works as specified in the Contract Documents shall be the essence of the Contract. The execution of the Works shall commence from the date specified by the Employer in writing. If the contractor fails or neglects to commence the



execution of the works as aforesaid the Employer shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit absolutely.

2.19.1 Where the Contractor is required to submit a time and progress chart (in form of PERT/CPM networks, Schedule etc) with the Tender, Architect may approve the chart as submitted or suggest modifications as it thinks necessary as soon as the acceptance of the Tender is intimated to the Contractor. The Contractor shall modify the chart accordingly and obtain Architect approval before the commencement of the Works.

2.19.2 In other cases, the contractor shall have to prepare a time and progress chart with the approval of the Employer prior to the commencement of the Works.

2.19.3 The chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items or groups of items of the works and/or the contract as a whole. It shall indicate the forecast of the dates of commencement and completion of various trades or sections for the Works and may be amended as necessary by agreement between the Employer and the Contractor within the limitations of the time imposed in the Contract Documents.

In the event of the Contractor failing to comply with this condition it shall be liable to pay compensation as stated in Clause 2.20 except for the following:

2.19.4 If the works are delayed by:-

- a) Force majeure, or
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local commotion of workmen, strike or lockout affecting any other trades employed on the Project, or
- e) Delay on the part of other contractors or tradesmen engaged by Employer in executing works not forming part of the contract, or
- f) Non-availability of materials which are the responsibility of the Employer to supply, or
- g) Non-availability or breakdown of tools and plants to be supplied or supplied by the Employer or
- h) Any other cause which, in the absolute discretion of the Architect Employer, is beyond the Contractors control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly its best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Architect to proceed with the Works.

2.19.5 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 (fourteen) days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such request the period for which extension is desired.

2.19.6 In any such case Architect will give a fair and reasonable extension of time for completion of individual items or groups of items of the Works for which separate periods of completion are



specified in the contract or the Contract as a whole. The decision of Employer in regards to the extension will be communicated to the contractor in writing within a reasonable time.

## **2.20 Compensation for delay**

If the Contractor fails to complete the Works and clear the Site on or before the Contract or extended date(s) / period(s) of completion, it shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay or recover from the amount due to it from the Works as agreed a compensation amount.

2.20.1 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the Contract Sum for the Works for which a separate period of completion is given.

a) Completion period (as originally stipulated or as extended)

**Penalty**-1% of the contract amount per week of delay till the work is handed over or till the penalty reaches maximum of 10% of the contract value.

2.20.2 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Employer under discretion of Architect.


2.20.3 In accordance with the Conditions of Contract,

- a) The Contractor shall break down the works to be executed by it into several parts of items and specify the time for the completion of each part or item, in the form of a bar-chart and/or PERT-chart, and
- b) The Contractor shall complete each part or item on or before such specified time, being intended to be of the essence of the Contract, and
- c) If the Contractor fails to so complete each part or item of the Works before such specified time, the Contract becomes avoidable at the option of the Employer, and
- d) If the Contractor fails to so complete one part or item of the Works within specified time and pays the compensation to the Employer but completes the delayed part or item of the Works and also the next succeeding part or item on or before the time specified for such next succeeding part or item of the works, the compensation so paid by the Contractor shall be refunded to it by the Employer free of interest.

**Incentive** \_ If the contractor completes the scope of work ahead of the agreed schedule; an incentive of 1% of the contract amount per week will be given till the incentive reaches a maximum of 10% of the contract value.

## **2.21 Certificates of Substantial Completion and Final Completion**

2.21.1 As soon as the Project is completed, the Contractor shall inform in writing as a notice of such Completion to the Architect, and within 30 (thirty) days of receipt of such notice the Architect shall inspect the Works as a whole or in parts and shall furnish the Contractor with a Certificate

  
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of Substantial Completion indicating (a) the date of completion b) the deficiencies to be completed by the Contractor, and be completed by the Contractor, and/or (c) items for which payment shall be made at reduced partial rates.

- 2.21.2 When separate periods of completion have been specified for items or groups of items, the Architect shall issue separate Certificates of Substantial Completion for such items or group of items. No Certificates of Substantial Completion shall be issued, nor the items or group of items can be considered to be completed, till the Contractor shall have removed from the premises on which the works have been executed, all scaffolding, sheds and surplus materials, except such as required for rectification of defects as per the Deficiency List, rubbish and all huts and sanitary arrangements required for its workers on the Site in connection with the execution of the Works, as shall have been erected by the contractor or the workmen and leaned all dirt from all parts of building(s) in upon or about which the works have been executed or of which it may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings, labelled the keys clearly and handed them over to the Employer and made the whole premises fit for immediate occupation or use to the satisfaction of the Architect. If the Contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of the Works, the Employer may at the expense of the contractor fulfil such requirements and dispose off all the surplus materials and rubbish etc, as it thinks fit and the Contractor shall have no claim in respect of any such material except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirement is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess amount to the Employer.
- 2.21.3 Where the works are executed to the Contractor's design, the Contractor's Notice of Substantial Completion as aforesaid shall have to be accompanied with carefully finished As-Built drawings of the works as actually executed, failing which the notice shall be deemed to have not been issued at all.
- 2.21.4 If at any time before completion of the entire works, items or group of items for which separate periods of completion have been specified have been completed, Employer with the consent of the Contractor may take possession of any part or parts of the same (any such part or part being hereinafter or in this conditions referred to as the "Relevant Part") then notwithstanding anything expressed or implied elsewhere in the Contract.
- a) Within 30 (thirty) days of date of completion of such items or groups of items or taking possession of the Relevant Part, the Employer shall issue a Certificate of Substantial Completion for Relevant Part, provided the Contractor fulfil its obligations for the Relevant Part as in **Clause 2.21.1.**
  - b) For the purpose of ascertaining compensation for delay under Clause 2.20 in respect of any period during which the Project is not complete, the Relevant Part shall be deemed to form a separate item or group with date of Substantial Completion as given in the Contract or as extended under Clause 2.19 and actual date of Substantial Completion as certified by the Architect under this condition.

  
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2.21.5 Subsequent to completion of 'Deficiency List' by the Contractor to the satisfaction of the Architect it will issue the certificate for Final Completion. Issue of Certificate of Final Completion will start the Defects Liability Period.

## **2.22 Defects Liability Period**

2.22.1 The Defects Liability Period shall be a period of **12 (twelve)** months from the date of the Final Completion of the Project or parts thereof, as certified. The said period shall not be deemed to have expired until the Contractor has made good all the defects/ faults to the satisfaction of the Architect/ Employer.

2.22.2 The Contractor shall be responsible to make good and remedy at its own expense within such period as may be stipulated by the Architect any defects which may develop or be noticed before the expiry of the; period thereto from Certified date of Final Completion and intimation of which has been sent to the Contractor.

2.22.3 If during this period any faults and/or defects develop which in the opinion of the Architect are due to faulty material and/or workmanship, then the Contractor shall remedy these at its own cost.

2.22.4 The Contractor shall indemnify the Employer against any damage caused by such defects or faults.

2.22.5 If the contractor fails to carry out such remedial works within a period of **14 (fourteen) days** after having received such instructions in writing from the Architect it may make other arrangements to proceed to do the Project at the cost and risk of the Contractor, and without prejudice to such other rights as the Architect may have in respect of the Works.

## **2.23 Liability for Defects or Imperfections and Rectification thereof**

2.23.1 If it shall appear to the Architect at any time during construction or reconstruction or during the Defects Liability Period, that any work that has been executed is unsound is imperfect or with unskilful workmanship or that any material or article provided by the Contractor for execution of the works are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Project arising out of defective or improper materials or workmanship the Contractor shall, upon receipt of a notice in writing from the Architect, rectify/ remove or reconstruct the works so specified in whole or part, as the case may require and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at its own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of its failing to do so within the period to be specified by the Employer in its notice aforesaid, Employer may rectify or remove and re-execute the works and/ or remove and replace with proper materials or articles, as the case may be, by other means, at the risk and cost of the Contractor.

2.23.2 In case of repair and maintenance work, splashes and droppings from whitewashing, paint etc shall be removed and surfaces cleaned simultaneously with the completion of these items of work on day to day basis. In case the Contractor fails to comply with the requirement of the condition, the Employer shall have the right to get the work done by other means, at the risk and cost of the Contractor.



2.23.3 The Employer shall give 3 (three) days' notice in writing the Contractor before taking such action.

2.23.4 The Employer reserves the right to decide the rates and prices of the Project so executed by other means at the risk and cost of the Contractor, with respect to all the Sub-clauses of Clause 2.23.

If the contractor or his work people or servant shall break deface, injure or destroy any apart of a building in which they may be workings or any building, road, road curbs, fence enclosure, water pipes, drains, electric or telephone posts or wire, trees, grass land or cultivated ground continuous to the premises on which the work or any part of its being executed or if any damage shall happen to the work while in progress, any twelve months after a certificate of its completion shall have been given by the Architect as aforesaid the contractor shall make good the same at his own expense.

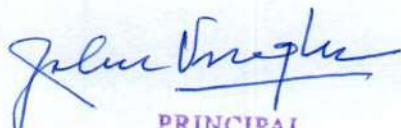
Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the progress of the work, the contractor shall nevertheless be held entirely responsible for all damages, weather to the works themselves or any other property or to the lives, person or property of others during the progress of the works and the period of maintenance.

Should any defective work have been done or any defect found in the materials supplied by any sub contractor employed on the works who has been nominated or approved by the Architect as provided in the clause 2.3, the contractor shall be liable to make good in same manner as if such work or materials had been done or supplied by the contractor and been subject to the provision of this clause and clause 1.1 of hereof. The contractor shall remain liable under the provision of this clause notwithstanding the signing by the Architect of any certificate or the passing of any accounts.

## 2.24 Contractor's Liability of Insurance

2.24.1 Before commencing the execution of the Works, the Contractor, without limiting its obligations and responsibilities under this contract, shall insure against its liability for any material or physical damage, loss or injury, which may occur to any property, including any employee of the Employer or a member of the general public, by or arising out of execution of the Project or in carrying out of the Contract. Unless otherwise stipulated elsewhere in this contract, it shall be obligatory for the contractor to obtain insurance cover under the following policies:

- a) Contractor's all risks Insurance Policy to cover the following:
  - i) Entire Contract sum including all works executed and all unfixed materials and goods indented delivered to and placed on or adjacent to the site (including cost of materials/good supplied by the Employer if any) excluding temporary buildings, plant, tool and owned or hired by the Contractor or its Sub-Contractor for the period of completion, to cover the risks against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial, object, riots and civil commotion etc.

  
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- ii) Third party insurance to cover for any damages to third party. This shall be up to the period of the Final completion of the Works.
- b) Policy to cover Contractor's liability under workmen's Compensation Act d1923, Minimum Wages act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere including their latest amendments up to the date of submission of the Tender. This shall be for the period of the Final Completion of the Works.
- c) Insurance cover against damage, theft pilferage or any other loss of all/ part of materials and equipment brought to the Site for which advance payment is claimed. Such limit of liability shall be not less than the value of such materials and equipment at any stage of the contract.
- d) The Contractor shall leisure against all such liabilities and shall continue such insurance till the whole of the time when any persons employed by it are on the Project.
- e) The Contractor shall produce its Certificate of Insurance together with that of its sub-contractors and receipts in respect of premium paid under such Policies to the Employer before start of work. These Certificates shall be fully executed and shall state that the policies cannot be cancelled until 30 days after written notice of such cancellation has been given to the Employer and seeking approval on the same.
- f) The Contractor shall obtain the aforesaid insurance certificate from all its Sub-contractors and thereby assume responsibility for any claims, proceedings or losses to the Employer exulting from failure of any of the Sub contractors to obtain adequate insurance protection in respect of any personal or real property in so far as such injury or damages arising out of or in the course of by reason of carrying out of the works under this Contract in connection with its works.

2.24.2 If the Contractor fails to comply with the terms of **Clause 2.24.1**, the Employer may affect the Insurance and deduct the expenses from any amount that may be or become payable to the Contractor or may, at its option, refuse payment of any Certificate to the Contractor until the Contractor complies with the terms of **Clause 2.24.1**

2.24.3 In addition to the liability imposed by law upon the Contract for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or its agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability and indemnifies the Employer from every expense, loss, claim or proceedings whatsoever arising under any statute or at common law, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, or any of its Sub-contractors, or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the control of the contractor or any of its sub-contractors, or anyone directly or indirectly employed either of them or arising in any way from the works called for by thins Contract.

2.24.4 The Contractor or its sub-contractors shall ensure that the Insurance Policies, as stated in aforesaid clauses, are updated periodically from the respective insurance companies and they shall remain in good discharge of the Contractors and its sub-contractors obligations.



- 2.24.5 The Contractor or its sub-contractors shall obtain insurance Policies in the joint names of the Contractor/ its sub-contractor and the Employer as may be required in respect of any expenses, liability, loss, claim or proceedings, which the Employer or its Representative may incur or sustain by reason or injury or damage to property, real or personal, arising out of or in the course of or by reason of the carrying out of the Works and caused otherwise than by the negligence, omission or default of the contractor or its sub-contractor, its servants or agents.
- 2.24.6 Any such Insurance Policies, as referred to in the immediately preceding paragraph, shall be placed with the insurers to be approved by the Employer and the Contractor shall have to deposit with the Employer the Policy or Policies in original and the copies of the receipt in respect of premium paid for such Policies for safe custody.
- 2.24.7 In case of any claims made against the Insurance Policies as specified under Clause 2.24 and upon the settlement of such claims, the Contractor with due diligence shall restore the works damaged, replace or repair unfixed materials or goods which have been destroyed or injured, remove or dispose of any debris and proceed with the carrying out and completion of the Project. All the amounts received from such relevant Insurance Policies shall be paid to the Contractor by instalments under certificates of Employer issued at the period of Application for Payment.

## **2.25 Suspension of Work**

- 2.25.1 The contractor shall, on receipt of the order in writing from the Employer, suspend the progress of the work or any part thereof for such time and in such manner as the Architect may consider necessary for any of the following reasons:
- i) On account of continued non-compliance of the instruction of Architect or any other default on the part of the Contractor, or
  - ii) For proper execution of the Project or part hereof for reasons other than the default of the Contractor, or
  - iii) For safety of the Project or part thereof for reasons other than the default of the contractor.
- 2.25.2 The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Architect. If the suspension is ordered for reasons (ii) and (iii) in Sub – **Clause 2.25.1** above, the Contractor shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable time as decided by the Architect. A reasonable compensation may also be considered on the merit of the cases as decided by the Architect payable to the Contract.
- 2.25.3 In the suspension is ordered for reasons of (i) in Sub – **Clause 2.25.1** above, the Employer shall have powers to suspend the payment under the Contract. Such suspension of payment may be continued until default shall have been rectified by the Contractors to the satisfactory approval by the Architect.

## **2.26 Cancellation of Contract in full or in part**

- 2.26.1 If the Contractor:



- a) At any time is in default in proceeding with the Works with due diligence and continues to do so even after written notice from the Employer.
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it within **14 (fourteen)** days after a notice in writing is given to it in that respect by the Employer.
- c) Fails to complete the Works or items of works having individual dates of Completion, on or before the date(s) of completion, and does not complete them within the period as specified in a notice given in writing in that respect by the Employer.
- d) Shall offer or give or agree to give to any person in Employer's service or to any other person on its behalf a gift or consideration of any kind as an inducement or reward for doing or for to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer, or.
- e) Being an individual, or a firm any partner thereof, shall at any time be adjudged insolvent or have a receiving order or orders for administration of its estate made against it or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for time being in force or make any conveyance or assignment of its effects or composition or arrangement for the benefit of its creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of its estate or if a trust deed be executed by it for its creditors, or
- f) Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or an administrator, or
- g) Shall suffer an execution or attachment being levied on its goods or properties using at site and allow it to be continued for a period of 21 (twenty-one) days, or
- h) Refuses or persistently neglects to make good the defective work as pointed out by the Architect.
- i) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting), or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of Architect.
- ii) Has failed to remove such materials from the site or to pull down and replace works within seven days after receiving from the Architect written notice that said materials or works were condemned and rejected by the Architect under these conditions.
- iii) Has to be deterrent of good workmanship or in disregard of the Architect instructions to be contrary sublet any part of this contract.



The Employer or its Representative who is (are duly authorized shall be entitled to, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer by written notice, cancel the Contract as a whole or only such items of work in default from the Contract.

The Employer shall on such cancellation have powers to:

- Take possession of the Site and any materials, construction plant, implements, stores etc thereon and/or.
- Carry out the incomplete work by any means at the risk and cost of the Contractor.

- 2.26.2 In cancellation of the Contract, in full or in part Employer shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the Contractor for the value of the Contractor's material taken over and incorporated in the Works and use of plant and equipment belonging to the Contractor.
- 2.26.3 Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the works or excess loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account, and if such money is not sufficient, the contractor shall be called upon in writing to pay the required sum within the aforesaid period of **30 (thirty)** days. The Employer shall have the right to sell any or all of the contractor's unused materials, construction plant, implements, temporary building etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and it thereafter there be any balance outstanding from the Contractor, the same shall be recovered in accordance with the provision of the Contract.
- 2.26.4 In case of termination of this Contract and discharge of the contractor as hereinbefore stipulated the Employer shall be entitled to appoint a new Contractor or Contractors to continue and complete the project accordance to the set plans and specifications or any deviations there from.
- 2.26.5 Any sums in excess of the amounts due to the Employer, unsold materials, construction plant etc shall be returned to the Contractor, provided always that, if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount of which the Contractor would have been paid had it completed the Works/or part of the Works, such benefits shall not accrue to the Contractor.
- 2.26.6 In lieu of Clause 2.26.4 the Employer shall be entitled to authorize a new Vendor/ contractor to utilize the material and property of contractor left upon the site and the latter Contractor, since terminated, shall in such case lose and forfeit all his interests whatsoever under this Contract except his claim for monies unpaid, or settlement of account between parties subject to scrutiny of all Contractor's valuations.
- 2.26.7 Without prejudice to the generality of the foregoing, the amount deposited by the Contractor as Security Deposit shall be absolutely forfeited by the Employer for such failure, breach of determination of the Contract.



## **2.27 Termination of Contract for death**

- 2.27.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representative of the individual contractor, the proprietor of the proprietary concern and in the case of partnership concern, the surviving partners, are capable of carrying out and completing the Contract, it shall be entitled to cancel the contract as to its uncompleted part without the Employer or its Representative being in any way liable to payment of any compensation to the estate of the deceased Contractor and/ or to the surviving partners of the Contractor's firm on account of the cancellation of the Contractor.
- 2.27.2 The decision of Employer that the legal representative of the deceased contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

## **2.28 Facilities to the Other Contractors**

- 2.28.1 The Contractor shall, in accordance with the requirements of the Employer, afford all reasonable facilities to other contractors engaged contemporaneously on separate Contracts as packages in connection with the Project and the labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the Contract or any Contract which the Employer may enter into in connection with or ancillary to the Project.

## **2.29 Urgent works**

- 2.29.1 If any Urgent Work (in respect where of the decision of the Employer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry out, the Employer may by its own or other agencies / contractor(s), carry it out as it may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry it out at its expense, all expenses incurred on it by the Employer shall be recoverable from the Contractor and be adjusted or set off against any sum payable to it.

## **2.30 Assignments or Sub-Contracting**

- 2.30.1 The Contractor shall not, without the written consent of Architect assign the Contract or sub-contracts any part of the Project.
- 2.30.2 The consent of Architect to any assignment or sub-contracting by the Contractor shall not in any way relieve the Contractor from any of its obligations under or in connection with the contractor.
- 2.30.3 The Architect/Employer may assign the benefit of the Contract (whether in whole or impart) at any time to any person and the contractor irrevocably consents to such assignment and undertakes to execute within a reasonable period following demand by any such third part assignee all documents necessary to effect such assignment.



## 2.31 Extension of Time

2.31.1 Upon it becoming reasonably apparent that the progress of the Works or any part of the Works on the Site is delayed or is likely to be delayed the Contractor shall forthwith give written notice of the cause and extent of the delay to the Employer and subject to the provisions of **Clause 2.9.9** if, in the opinion of the Employer, the regular progress of the said part of the Works is likely to be or has been delayed beyond the period or periods for completion in relation thereto stated in the time and progress schedule in Section 2/5 or beyond any extensions thereto previously made in accordance with the Contract:

- a) By force majeure, or
- b) By reason of the Employer instructions issued under **Clause 2.6.8**, or
- c) By reason of the instructions issued under **Clause 2.10.1** by the Employer.
- d) by reason of any breach of the Contract or act of prevention or delay on the part of the Employer, the Design Consultants or any other contractor engaged by them on the project.

2.31.2 Then Employer shall, as soon as it is able to estimate the length of the delay, make in writing a fair and reasonable extensions of the period or periods for completion of the works or relevant part(s) thereof affected thereby. Where agreement is reached as to the length of any extension of time, then such agreed extension of the period or periods for completion of the Works or the relevant part(s) shall be made and no further or other extensions shall be granted in respect of the instruction to which such agreement relates.

2.31.3 Provided always that:

- (a) The Contractor shall use constantly its best endeavours, including but without limitation by alteration to the sequence and timing of the works, to prevent delay in the progress of the Project, howsoever caused, and to prevent the regular progress of the works being delayed or further delayed, or
- (b) The Employer shall be entitled to take into account, when determining any extension of time, the effects of any omission from the works, or
- (c) The Contractor shall not be entitled to any extension of time to the extent that the delay was caused by any negligence, omission, default or breach of statutory duty by the Contractor, its employees, agents or sub-contractors of any tier.

The Employer/Architect may delay the progress of the work for specific reasons without invalidate the contract and grant such extension of time for the completion of the contract as he may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation or damages in relation thereto.

2.31.4 If the Contractor shall claim to have been distracted in the execution of the Project by any act of lawlessness on the part of any person other than those connected with the Architect or the Employer the Contractor shall solely deal with such act by the due process of Law, but shall



not be entitled to attribute thereby the breach of any obligation under the Contract to the Employer and to claim from the Employer any compensation for damages or loss. If the contractor has suffered, it shall only be entitled to an appropriate extension of time period as agreed by the Employer for the completion of the works. This is provided that the Contractor has notified the local police authority and the Employer of every such act of destruction with the specific particulars, soon after its occurrence and the Employer after inquiry has found the same to be subsequently true and determined itself the duration of such observation.

If in the opinion of the Architect/Employer the work be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or (c) by reason of proceeding taken or threatened by the dispute with adjoining or neighboring owner or public authorities arising otherwise than through the contractor own fault or (d) by the work of delays of other contractors or tradesman engaged or nominated by the owners or the Architect or not referred to in the schedule of quantities or, (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building traders (f) in subsequence of the contractor not having received in due time necessary instructions from the Architect for which they shall have specifically applied for in writing the Architect shall make a fair and reasonable extension of time for completion of the contract works, in case of such strike or lockout, the contractor shall, as soon as may give written notice thereof to the Architect, but the contractor shall nevertheless constantly use his endeavor to prevent delay and shall not all that may reasonably be required to the satisfaction of the Architect to proceed with the work.

## **2.32 Publicity**

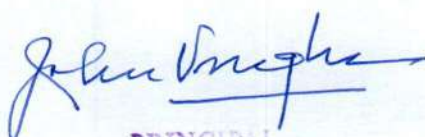
2.32.1 The Contractor shall not at anytime take or permit to be taken any photographs of the Project for use in any publicity or advertising or use the works of the Project or any part thereof in any publicity or advertisement, nor shall the Contractor impart to any publication, journal or newspaper or to any radio or television programme any information regarding the Project unless it shall first have obtained the written consent of the Employer.

2.32.2 The Contactor shall not fix or permit to be fixed on any hoarding, tower cranes or the like to erect or permit to be erected on the Site any advertisements name or sign boards or otherwise unless it shall first have obtained the written consent of the Employer.

## **2.33 Antiquities**

2.33.1 All fossils, antiquities and other objects of interest or value which may be found on the Site or I excavating the same during the progress of the Project shall become the property of the Employer and, upon discovery of such an object, the Contractor shall forthwith:

- (a) Take all steps which may be necessary to preserve the object in the exact position and condition in which it was found, and
- (b) Inform the Employer of the discovery and precise location of the object.
- (c) in case the object has already exposed, the same shall be carefully taken out in the presence of the Employer and deliver the same in to the possession of the Employer unclean and as excavated immediately.

  
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- 2.33.2 The Employer shall issue instructions in regard to what is to be done concerning an object reported by the Contractor under **Clause 2.33.1**.

## **2.34 Arbitration**

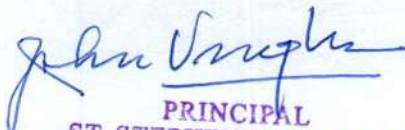
- 2.34.1 All dispute and differences of any kind whatsoever arising out of or in connection with the Contract or carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract), any claims relating to the meaning of specifications, design, drawings and instruction herein before mentioned and so as to the quality of materials or workmanship used in the works or as to any other question, claims, right matter whatsoever arising out of or relating to this Contract be referred to in writing as a notice to be given to the Employer as pursuant to **Clause 4.11** of this Contract, and amicably settled by the Employer through friendly negotiations and agreement with the Contractors. A written notice specifying the decisions shall be issued within **30 (thirty) days** (refer **Clause 4.11**) by the Employer.

- 2.34.2 In case the matters referred to above in the immediately preceding Clause cannot be settled amicably and the Contractor be dissatisfied with the decisions given by the Employer as above, either party the Employer and the Contractor) may within 28 (twenty eight) days after receiving the notice of such decisions give a written notice to other party through the Employer, requesting that such matters in dispute be Arbitrated upon. Such written notice shall specify clearly the matters which are in dispute and such dispute or differences or which such written notice has been given, no other matters shall be entertained upon for the Arbitration.

- 2.34.3 All quantities and disputes relating to the contractor, the meaning of the designing, drawing and instruction given to the contractor and as to the quality of materials and workmanship of the work or as to any other questions, claim, right of matter of anything whatsoever in any way arising out of or relating to the contract, designing drawings and specifications, analysis of rates, instructions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after completion or abandonment thereof, shall be referred to the sole Arbitration of a person appointed by the Employer **St. Stephen's College**. It will be no objection to any such appointment that the arbitration has to deal with the matters to which the contract relates and that he has expressed views on any of the matter under dispute. If the arbitration to which the matter is originally referred is unable to act for any reason, the Employer **St. Stephen's College** shall appoint another person to act as arbitrator. Such a person will be entitled to precede the stage at which it was left by his predecessor. It is also a term of his contract that no person other than a person appointed by the Employer **St. Stephen's College** should act as an arbitrator, and if, for any reason, that is not possible that disputes are not referred to arbitration at all. The arbitration shall give reasons for each item of the award subject as aforesaid, the provision of the arbitration act or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of this contract that the party invoking arbitration shall specify the disputes to be referred to the arbitration together with the amount claimed in respect of each dispute.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the record.

  
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## **2.35 Applicable Law**

The construction, validity and performance of this Contract is subject to Indian law and the exclusive jurisdiction of the Indian Courts subject only to the rights of the parties to enforce a judgment obtained in the Indian Courts in any other jurisdiction.

## **2.36 General Requirements**

### **2.37 Scope of the Works**

2.37.1 The purpose of these clauses is to amplify and elaborate upon standard matters that affect the Bill of Quantities, scope of Work, the Tender and the Contract Documents and to ensure the Contractor is clear as to the method of execution of the works and this is reflected in the Tender.

2.37.2 The Scope of the Works in general, shall include all labour, materials, plant and equipment engineering, supervision, calculations, drawings etc necessary for the Works shown on and referred to in the Contract Documentation.

2.37.3 This document is intended to be a prompt to the Tenderer and is not to be construed **a limit to the Scope of the works.**

2.37.4 The Contractor is deemed to have studied the Architectural, Structural, Building Services and Survey drawings, specifications and data and have included for incorporating into the Works such provisions as may be necessary to facilitate the works of the following and associated Contractors. The Contractor is deemed to have acknowledged itself of its contractual obligations contained in these documents, which shall be binding.


2.37.5 The Drawing, Specifications and Bill of Quantities included in the Tender describe the Scope of the Works, but do not necessarily include all items required for the full performance and completion of the Works.

2.37.6 In the absence of any queries relating to the above, the Tenderer will be deemed to have fully understood and to have included for the full Scope of Works within the Tender submitted.

### **2.38 Drawings and dimensions**

2.38.1 All dimensions shall be checked by the Contractor on Site. The dimensions, where stated, do not allow for wastage, laps, joints etc. But the Contractor shall provide at its own cost sufficient labour and materials to cover such wastage, laps, joints etc.

2.38.2 Prior to commencement of every section of the Works, the Contractor shall correlate, co-ordinate and integrate all the relevant Architectural, structural and building services drawings and satisfy it that all the information shown is complete and unambiguous. The Contractor shall be responsible for any errors and/or difficulties in execution and/or damage incurred as a result of discrepancies in the drawings which were overlooked by the Contractor and not brought to the attention of Architect.

  
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## 2.39 "As Built" Documents

- 2.39.1 The Contractor shall prepare and provide to the Employer where it is required in the Specifications, Maintenance Manuals with all the "As Built" documentation with details as required.
- 2.39.2 To facilitate this, the Contractor shall keep on the Site one set or white prints of the Contract drawings, as necessary, to provide a complete record of the Works.
- 2.39.3 These drawings shall be kept in good condition and shall be marked up at least once a week to show the progress of the work installed and to incorporate all alterations, omissions, charges and amendments agreed during the progress of the works. These drawings shall be available at all times for inspection by the Employer and shall clearly define the details and arrangements for all installed equipment and systems.
- 2.39.4 The scheme revisions shall be incorporated, by the Contractor, within a record set of drawings that must be available for the Employer review **4 (four)** weeks prior to the Final Completion.
- 2.39.5 At the Final completion of the Works, the Contractor shall provide **3 (three) blue line prints and 1 soft copy** from each drawing recording the "As Built" details. These details shall include the locations and detailed arrangements of all plant, apparatus and equipment.
- 2.39.6 The Contractor shall provide the Operating Systems Manuals. These shall be submitted in duplicate. The Operating systems manual shall fully define the technical characteristics of the systems and explain all the components with cross-references to the manufacture/suppliers references. The operations and maintenance of all systems must be fully described together with fully detailed fault analysis schedules and maintenance recommendations.

## 2.40 Site Logistics

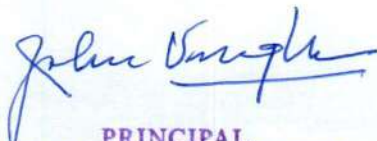
- 2.40.1 The Site Logistics documents available on the Site should be examined and the necessary allowances made for carrying out the Works set out therein or in such other manner as may be instructed from time to time by the Architect.
- 2.40.2 The contractor shall, based on the basic site logistics drawings prepared in consultation with the Architect, produce layout of his own sheds, yard, offices, etc for the approval of the Architect **within 7 (seven) working days of acceptance of the Notice of Award.**

## 2.41 Contract Schedule

- 2.41.1 The Contractor is deemed to be aware that time is of the essence in this contract and to have included for the costs for any necessary steps to complete the Works in accordance with the Contract Schedule.
- 2.41.2 If at any time during the construction of the Works, the Contractor falls behind the Contract Schedule, it is to commence immediately, in agreement with Architect /Employer whatever measures are necessary to bring the status of construction back onto the schedule approved by Architect at no additional cost to the Employer except loss and/or expense as defined within the terms and conditions of this contract.



- 2.41.3 The Contractor shall prepare the Contract time and progress Schedules in the form of bar charts and/or PERT/CPM analysis, including resource scheduling and procurement of materials etc for the whole of its contract within **7 (seven) days** of the issuance of the Notice of Award for completing the works within the completed time stated in the Contract and submit it for approval by the Architect/Employer.
- 2.41.4 **Every two weeks, the Contractor's Schedule prepared under Clause 2.41.3 shall be jointly reviewed by the Architect/Employer and the Contractor owing to the fast track nature of project.** The parties shall evaluate the progress of the works against the critical path, the measures that have to be taken and review of the availability of work fronts. The achievement of progress on expiry of 25% of the time of completion shall be scrutinised strictly by the Employer/Architect. If the contractor fails to achieve progress as given in the schedule/bar chart, the employer shall withhold an amount not exceeding 1% of the contract value supposed to have completed at the time of assessment, which would be subsequently released if the contractor makes up for the time lag.
- 2.41.5 The contractor shall adhere to its Schedule as agreed with the Employer in order to meet all targets by deploying adequate personnel, arranging material supplies in sufficient time and having adequate plant and equipment resources on the Site. The Contractor shall, from time to time, or as instructed by the Architect/Employer submit Procurement Schedule and Manpower Histogram to establish sufficiency of resource or manpower required to achieve the agreed construction schedule.
- 2.41.6 In all matters concerning the establishment of targets and Critical Path issues in the Schedules and the degree of achievement, the decision of Architect shall be final and binding on the Contractor.
- 2.42 Permits**
- 2.42.1 The contractor shall obtain and pay for all the necessary permits, fees, certificates and tests that are required under this Contract. The Contractor shall be responsible for any delays resulting in its failure to arrange for the same. The proof of payment and obtaining the same are to be transmitted to the Employer within 7 (seven) days of its occurrence.
- 2.42.2 The Contractor shall conform to the provisions of any regulations and bye-laws of any public utility supply company with whose system the Project shall be connected to.
- 2.42.3 If the public utility supply company requires any variations to the Contract Drawings that may be necessitated by so conforming, the Contractor shall advise the Architect / Employer in writing, of the variations proposed to be made, the reasons for making them and apply for instructions there on. On receiving the written instruction(s) from the Architect/ Employer the Contractor shall proceed with the work, conforming to the provisions of the regulations or bye-laws and shall provide for and pay all fees and charges by itself without having any liability to the Employer.

  
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## **2.43 Surveying**

- 2.43.1 The Contractor shall establish and locate all lines and levels, and be responsible for the correct location, elevation and tolerances of all work erected. The Contractor must not commence the work until the survey has been approved by the Architect.
- 2.43.2 The Contractor is to construct and maintain proper benchmarks at the intersection of all the main walls in order that the lines and levels may be accurately checked at all times.
- 2.43.3 The Contractor shall provide suitable stone with flat tops and build the same in concrete for temporary benchmarks. All the pegs for the setting out of the work and fixing of the necessary levels required for the execution thereof shall be built in masonry at such places and in such manner as approved by the Architect.
- 2.43.4 Though checking will be undertaken by the Architect from time to time during the execution of the Project, the Contractor will be responsible to rectify at its own cost any errors detected at a later stage.
- 2.43.5 Theodolite, levels, prismatic compass, chain and metallic tapes and all other surveying instruments required shall be provided by the Contractor at no cost to the Employer.
- 2.43.6 The contractor shall accompany the Architect when required to do so, and assist in taking the measurements recorded on the spot. If the contractor fails to accompany the Architect, it shall so be bound by the measurements thus recorded by the Architect or its authorized person.

## **2.44 Inclement Weather**

- 2.44.1 The Contractor shall take all necessary steps to avoid delays due to any inclement weather, the costs of which are deemed to be included in the Tender.

## **2.45 Plant and Labour**

- 2.45.1 The Contractor shall provide all mechanical and non-mechanical plant necessary to carry out the Works and all scaffolding, hoisting equipment, slings, chains and other apparatus as may be required during the execution of the Works, over and above that specifically stated in the Contract Documents herein as being provided by the Employer.
- 2.45.2 The Contractor shall supply to the Architect all information regarding the proposed plant to be used.
- 2.45.3 The Contractor shall supply all necessary and adequate labour to execute the Works within the Project Schedule requirements.
- 2.45.4 The Contractor shall provide, at no extra charge, all labour and equipment required by the Employer, its agents and/or the Design Consultants for testing and measuring the works and/or weighing, measuring, providing or testing the efficiency of any portion of the Works. The Contractor shall also provide, at its own cost, all planking, gangways etc necessary for providing access to every part of the works.

  
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## **2.46 Equipment Installation**

- 2.46.1 The Contractor, prior to commencing work, shall submit details of all openings required in the building structure to facilitate entry of all major items of equipment ready for installation. This information shall be submitted to the Employer for approval by the Architect and co-ordination with other Contractors.
- 2.46.2 The Contractor, prior to commencing work, shall submit a floor loading plan and the proposed route for manoeuvring the major items of equipment from the entry point of the building to the final position. These details shall be submitted to the Employer for approval by the Architect.

## **2.47 Equipment Protection**

- 2.47.1 The Contractor shall be responsible for ensuring that all equipment is protected after manufacture against damage, scratching and abrasion whilst it is in transit, being off-loaded, set into position, during erection, testing and commissioning and up to Substantial and Final Completion to the satisfaction of the Architect. The Contractor shall be responsible, at no extra cost to the Employer, for any remedial Work and/or replacement of any damaged items of equipment.
- 2.47.2 The contractor shall include for re-protecting all equipment after erection and maintaining the same up to Substantial and Final completion.
- 2.47.3 Where items of equipment are installed, through schedule implications, to non-weather protected areas the Contractor shall provide weatherproof enclosures and anti-condensation measures to the approval of the Employer. The Contractor shall provide for re-testing and re-certification by the manufacturer of any item that has been subjected to the ingress of moisture or condensation.

The contractor shall construct at his own expense the necessary temporary sheds for keeping and preserving from damage the equipment or materials necessary for the work and also such other materials which in the opinion of the Architect need special storage facilities, failure on the part of the contractor to do so would be considered as a breach of conditions of contract and would tender the contractor liable to consequences of such failure. The contractor shall demolish the temporary sheds and clear the site at his own cost after the completion of the work.

## **2.48 Protection other than for Equipment**

- 2.48.1 The Contractor shall cover up and protect from damage all new works. Where necessary, this will include the supply, maintenance and removal of temporary doors, protection of windows and curtain walls, and any other required protection for the whole of the works being executed. Any damage caused must be made good to the satisfaction of the Architect at the contractor's own cost.
- 2.48.2 The landscaping of the site, including the fences, walls, paths, trees, shrubs, street furniture and all green surfaces in the area of the site adjacent to the building, once installed, are to be kept free from any damage due to the operations in connection with the Works. The



Contractor will take all protective measures and shall include for this in its rates of Bill or Quantities in the Tender.

When a trench passes near houses or the building, the contractor shall at his own cost properly and securely shore such building and adopt such other precautions as may be necessary under the circumstances of each case. After the work is completed near such building the contractor shall remove the shores and make any cutting out or other damage that may have been done.

## **2.49 Testing and Commissioning**

- 2.49.1 The Contractor shall be fully responsible for the testing and commissioning of all the installations supplied under this contract, or parts thereof, as may be directed by the Architect. This includes making adjustments, calibrating and the same thereof at no cost to the Employer.
- 2.49.2 The Contractor shall demonstrate at its own cost to the satisfaction of the Employer that the complete installation is capable of the performance and method of operation specified. This shall include inspecting and testing all equipment at the manufacturer's Works and making arrangements to enable the Employer, if it so desires, to be present during such inspection and test.
- 2.49.3 The Contractors shall carry out at its own cost an initial inspection of each aspect of the installation prior to the commencing of commissioning. Copies of the written reports resulting from these inspections shall be submitted to the Architect. The Contractor, if necessary, shall arrange for full remedial action prior to the start of the commissioning tests at its own cost.
- 2.49.4 Such tests as the Employer and/or drawings and specifications require, shall be witnessed by the Employer or its authorized representative. The Contractor shall give a minimum of 5 (five) clear working days notice to the Employer.
- 2.49.5 Typed and indexed result record sheets shall be bound into the "As Built" documentation, as shall the results of all specialist manufacturing testing and commissioning reports, to form a detailed statement of system performance on completion at the cost of the Contractor.

Samples of various materials required for testing shall be provided free of charge by, the contractor, testing charge shall be borne by the owner. All other expenditure of taking samples, conveyance, packing etc. shall be bon by the contractor.

Weighing and measuring arrangements at site shall be provided by the contractor at his own cost for checking the weights or dimensions of materials or items of work executed.

## **2.50 Lighting**

- 2.50.1 The Contractor shall provide all necessary safety and artificial lighting "externally", which expression shall mean within the area of the Plot being, handled, and also as required to undertake its work, to the extent agreed with the Employer.
- 2.50.2 During execution, the contractor shall install adequate number of high Pressure Sodium Vapour Lamps of wattage not less than 250W, mounted on light poles for safety lighting. Areas around Contractor's sheds, yards, etc shall also be sufficiently lit up.



2.50.3 The Contractor shall provide, adapt, maintain and clear away on completion all of its work task and safety lighting complete with associated leads from the power distribution points as agreed with the Employer.

2.50.4 The cost for above is deemed to have been included for in quoted rates.

## **2.51 Electric Power**

2.51.1 It shall be the Contractor's responsibility to make all necessary arrangements for construction power including distribution as required. **The Employer is not obliged to provide power for Construction and its payments.**

2.51.2 The contractor shall provide at its own cost distribution as per its requirements and therefore the costs of cable, switches, fuses etc shall be borne by the Contractor. Contractor is to allow for all leads, plugs etc to provide the requisite power to carry out the works.

2.51.3 The Contractor shall supply, adapt, maintain and clear away on completion of its own work the flood lighting, power supply for which will be obtained from the Employer distribution board as per the provisions of immediately preceding Clause.

2.51.4 The Contractor shall provide adequate lighting at all work fronts and/ or localized zones. Providing of lighting to access routes to such work fronts/ localized zones from a safety point of view shall be the absolute responsibility of the Contractor.

2.51.5 Temporary lighting and supply installations, fittings and the like shall be installed I n strict accordance with the appropriate Indian Standards and Indian Electricity Act.

2.51.6 The Contractor is deemed to acknowledge that the power from the relevant source which it may organize may not be continuous and there may be disruptions in power supply. It is recommended that the Contractor should include the installation, at its own cost, of a generator(s) of adequate capacity from the start of the Works to ensure the progress of the Works are not delayed. The Contractor is responsible for the supply, installation maintenance and removal of the generator and all consumables like diesel etc at its own cost. **Any delays caused by lack of power will not be accepted.** No claims for damages shall be entertained in case of power breakdowns.

2.51.7 **The cost for all above is deemed to have been included in the Tender submitted by the Contractor.**

## **2.52 Water Supply**

2.52.1 It shall be the Contractor's responsibility to make all necessary arrangements for construction power, including distribution as required. **The Employer is not obliged to provide water for Construction.** If owner's water is used standard deduction shall be done from contractor bills.

2.52.2 **The cost for the above is deemed to have been included in the Tender submitted by the Contractor.**

For all purposes connected with the work, the contractor is required to make his own arrangements for sufficient supply of water of quality of and the quantity and at such places



on the work as may be ordered by the Architect. The rates quoted in the contract are for complete work and hence shall be taken to cover all contractor costs in supplying this contract.

In case the contractor allows other contractors such as those engaged in sanitary installations or electrical installation etc. to draw water from the source, he shall have to make his own arrangements for recovery of cost for the same from the respective contractors.

### **2.53 Welfare Facilities**

2.53.2 The Contractor is not permitted to erect huts for labour on the Site. Restaurants, tin shops or kiosks erected by the Contractor on the Site will not be permitted.

2.53.3 No labour is permitted to stay at night on the site unless he/she is working in the Project.

### **2.54 Accommodation, Materials and Storage**

2.54.1 Any office accommodation required by the Contractor shall be provided by it and the costs allowed for in the Tender submitted by it.

2.54.2 Contractor supplied office accommodation will be located in an area to be agreed with the Employer and any be relocated from time to time, if required. Any office accommodation located between floors of the building, if accepted by the Architect shall be fire resistant to approved standards and have the appropriate fire fighting equipment. No claims whatsoever shall be entertained due to relocation and/or for office accommodation.

2.54.3 As availability for the site storage of materials is strictly limited, the Contractor will be required to call on only those materials required for immediate incorporation in the works. All materials must be stored within the confines of the Site. No storage or standing is permitted on adjacent roads, on access routes etc.

In case the contractor wants to make use of plots adjacent to the employer for stacking material etc. they have to approach the Employer of plots or such other authorities and make their own arrangements. The Employer will not be held responsible for complaints on this score from anybody.

2.54.4 The Architect will allocate the specific areas for materials storage to which the Contractor is restricted. These areas shall be prepared by the Contractor to a suitable standard to receive the particular material and shall be maintained in a clear and orderly manner and be vermin free at all times.

2.54.5 The Contractor shall provide, maintain and remove proper sheds for the storage and protection of its materials and other work items that may be brought into or executed on the Site including tools and materials of third parties.

2.54.6 The Contractor will be responsible for the storage of cement and other bagged materials on floors raised above the ground. If any items are spoiled or wasted due to negligence and/or carelessness of the Contractor during its storage and/or handling operations, the Contractor shall be responsible for all costs associated with replacing the items with new items of the same specification. The plan and other details of the cement storage shed shall have to be submitted to the Architect/Employer for its approval before proceeding with its construction.



- 2.54.7 All costs associated with the provision, preparation, maintenance and relocating from time-to-time of the Contractor supplied accommodation and storage areas are deemed to be included in the Tender.

The contractor is also informed that any stacking charges levied by the local bodies for stacking of building materials on municipal land would have to borne by him and that neither the Employer nor the Architect would be involved in any manner whatsoever in the settlement or payment of any such charges levied by the local bodies for which he will be wholly and solely responsible.

## **2.55 Removal of Rubbish**

- 2.55.1 The Contactor shall be responsible, during the progress of the works, for the moving of its rubbish/surplus materials from the point to be carted away for dumping at designated locations as directed by Architect and/or as per local laws in force.

- 2.55.2 The Employer accepts that there will be a number of Contractors working simultaneously on the Site at the same time. The Contractor will engage labourers for cleaning and keeping the site clean and in hygienic operation if necessary and if the contractor is not complying with the provision of Clause 2/3.39.9.1 above.

All soil, filth of any other matter of offensive nature taken out of any trench, sewer, drain, cesspool shall not be deposited on the surface, but shall be at once carted away by the contractor to some part of place provided him.

## **2.56 Security**

- 2.56.1 The Contractor from the time it commences the works on site must include for and provide for watching, lighting and protecting its works by day, by night, on every day and on holidays. The Employer may engage its own security but it will not relieve the contractor from its contractual obligations to engage its own security and protect its materials, plant and equipment. No claims whatsoever for any loss, damage or theft will be accepted.

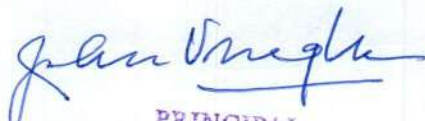
- 2.56.2 The contractor shall report any incidents on site as soon as possible, and no later than 24 hours after the incident, using the standard report format of the Employer. An incident includes lost property, damaged property, injury, fire, crime etc. The Contractor shall not discuss any incident with the media.

## **2.57 Co-ordination and Builder's Work**

- 2.57.1 The Contractors shall ensure its work is co-ordinated and hence to allow for integration with other Contractors.

- 2.57.2 The building services drawings by one Contractor must not be altered or amended by another without the agreement of the original Contractor and the Architect.

- 2.57.3 If a Contractor fails to comply with these requirements stated in Clause 2.57, that Contractor will be responsible for all costs and delays arising which will include, but not be limited to, the costs of any removal and reinstatement of its work and any other Contractor's work affected by this failure.

  
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## **SPECIAL CONDITIONS**

### **3.1 Preamble**

This document for the Scope of works set out to assist the Tenderer in identifying the extent of the work to be priced in the Bill of Quantities for this work package by amplifying the details shown of the drawings and directing to the attention of the Tenderer other items that are not necessarily described or indicated yet are required for the full performance and completion of the works. All items essential for the completeness of the Works even if not specifically shown on the drawings or noted in the specifications provided that the same shall be reasonable inferred from there shall be furnished and installed by the Contractor and included in this Tender. This is not intended to exclude any other items that may be required by the Architect, Design Consultants or that may be required by the Statutory Authorities or for good construction practice.

### **3.2 General Scope of Works**

3.2.1 This work shall include all labour, materials, equipment, tools and tackles, transportation, unloading and stacking, taxes, insurance, guarantees, warranties etc that are necessary for the complete performance required by the Tender drawings, specifications and other matters as per Tender Documents.

3.2.2 The work shall include, but not be limited to the following:

Refer Technical Specifications, Drawings and Bill of Quantities

### **3.3 Order Precedence**


The Special Conditions of Contract are to be read in conjunction with General Condition of Contract. If there are any various, discrepancies or conflicting provisions, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of Contract.

### **3.4 Access**

The Contractor is required to verify and satisfy itself regarding the Work Site, in accordance with Clause No 2.51, 2.52, 2.8 and 2.4 details including but not be limited to the followings:

- Access
- Availability of water for construction and its workers
- Availability of electricity
- Place for store and materials
- Place for erection of Site Office, Cement shed, Fabrication yards, Material testing laboratory etc

**The Contractor is deemed to have catered for all contingencies connected with the Site and access.**

  
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### 3.5 Deviation Limits

- 3.5.1 For purpose of this Contract, following deviation limits are applicable:  
All measurable items shall have #25% deviation of the total sum of measurable part of the Contract Sum.
- 3.5.2 Rates given in the Bill of Quantities, in accordance with the provisions in the Contract, shall apply to derive the Rates for new items, extra items, and excess quantities of existing items so long as the cumulative cost variation are within the stipulated percentage of Contact Sum.
- 3.5.3 If for any reason the Contractor exceeds #25% deviation of the total sum of the re-measurable part, the Employer shall stand indemnified against any action that may be initiated by the statutory bodies or authorities by virtue of such deviation.

### 3.6 Maintenance Liability

- 3.6.1 The Contractor shall be responsible for rectification of defects for a given in Annexure from the certified date of Final Completion by the Architect. This period shall be known as the Defects Liability Period as per the provisions of **Clauses 1.10, 2.22 and 2.23** of the General Conditions of Contract.
- 3.6.2 Subsequent to the taking over of the building by the Employer and after it has been in use, its maintenance should also be the responsibility of the Contractor. Further, it shall be the sole prerogative of the Employer to assess the quality of maintenance which shall be carried to the satisfaction of the Employer alone. Any defects or failures occurring or noticed during this period shall be rectified by the Contractor within one week of intimation to it by the Architect/ Employer in writing. If the same are not carried out, the Employer shall have the right to have the work carried out through any other agency entirely at the risk and cost of the Contractor as detailed in **Clause 2.23** of the General Conditions of the Contract.
- 3.6.3 The contractor shall execute and maintain the work in strict accordance with the contract and to the satisfaction of the Architect and shall comply with and adhere strictly to the Architect instructions and directions or any matte whether mentioned explicitly or otherwise.

### 3.7 Samples Material

- 3.7.1 The Contractor shall furnish to the Architect for its approval with reasonable promptness and with reasonable times for consideration, adequate number of samples of all the materials to be used in the Works, irrespective of whether material/ product is from approved list or not as given in the Contract Documents.
- 3.7.2 The Contractor shall permit and account for all cost incurred in its Rate towards testing, examination at the Site or at an approved testing laboratory by the Architect.
- 3.7.3 The choice of approval of materials rests with the Architect under otherwise specified.
- 3.7.4 All samples shall be delivers to the Employer at the Contractors cost. Each sample shall be in duplicate and properly labelled as under:



- Name of Project
- Name of Contractor
- Name of Product
- Name of Manufacturer and its full address
- Item reference of Bill of Quantities
- Date of submission

3.7.5 Samples shall be accompanied with technical specifications / catalogues / leaflets / test results of manufacture etc.

### 3.8 Contractor's Labour

The Contractor shall, as far as possible, give preference to labour, especially project affected persons.

### 3.9 Engagement Apprentices

3.9.1 The Contractor shall comply with the provision of the Apprentice Act 1961 and the rule and orders issued there under from time to time by the Authorities. The apprenticed are to be engaged and trained in the following building craft trades.

- Brick laying
- Carpentry
- 

3.9.2 If the Contractor fails to engage the requisite number of apprentices, it shall be treated as a breach of Contractor and the Employer, may at its discretion, cancel the Contract.

3.9.3 The Employer shall not be liable for any infringement of the restrictive provisions of the apprenticeship Act 1961 in the event the act is violated by the Contractor.

3.9.4 The Contractor shall also be liable for any pecuniary liabilities arising on account of any violations by it of the provision of the Act.

3.9.5 Further the Contractor alone shall be responsible for the personal safety of the Apprentice/personal engaged by it and the Employer shall not be liable for any accident or personal injury that may occur at site during the Construction period.

3.9.6 The number of apprentices to be engaged shall be decided and approved from the office of the Director of Technical Education and State Apprenticeship Advisor, Haryana state, or from similar statutory body.

### 3.10 As-Built Drawings

3.10.1 The Contractor shall during the course of execution prepare and keep updating a complete set of As-built drawings which shall be corrected daily, if necessary, to show each and every change from the Contract drawings, as approved working/shop drawings, with the exact as-built locations, sizes and types of Works etc. This set of drawings shall be used for record purposes.

  
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- 3.10.2 The Contractor shall submit complete sets of As-built drawings on hard and soft copies for building works and all services as directed by the Architect within 21 days of the completing of entire works. In case the Contractor fails to submit complete sets As-built drawings as aforesaid, it shall be liable to pay a sum equivalent to 1 percent of the Final Contract Sum of the Works, subject to a maximum of Rs. 50,000 only (Rupees Fifty Thousand only) or as may be fixed by the Architect and its decision shall be final and binding.

### **3.11 Method Statement**

- 3.11.1 The Contractor shall within 14 (fourteen) days of receipt of the Notice of Award to commence work, under respective Clause of General Conditions of Contract, submit for the approval of the Architect a detailed programme and Method Statement with drawings and sketches showing how it proposes to carry out the Works based on the Contract Documents. The statement shall describe methods to be employed in carrying out the Works. The programme shall given estimated dates on which the various sections of the works will commence together with the estimated rate of progress of Constructions and estimated output so that the whole of the works may be completed within the stipulated Contract Period including various Milestones indicated therein.

- 3.11.2 The Contractor shall progress the works thoroughly and take such action as is necessary in order to ensure that the approved programme is strictly adhered to in all stages. The Contractor shall submit detailed programmes of the various sections of the works as and when required by the Architect. The Contractor shall take all precautions and over all contingencies to ensure that adequate spare equipment and materials are available at all time to ensure completion of the works in accordance with the agreed programme.

### **3.12 Contractor responsible for sufficiency of resources**

- 3.12.1 The Contractor shall take upon itself the full and complete responsibility for the sufficiency of plant and equipment, centring and shuttering, scaffolding, timbering, machinery tools and tackles and generally for all other recourses for the fulfilment of the Conditions. In the event of any of aforementioned recourses proving insufficient or inadequate Contractor is drill fully and entirely responsible for the sufficiency of their resources notwithstanding any previous approval or recommendations that may have been given by the Architect.

### **3.13 Temporary Works**

- 3.13.1 The Contractor is entirely responsible for the construction, maintenance and removal of all temporary works employed by it and making good in carrying out the Works to the satisfactions of the Architect at least twenty days before it intends to commence the construction of any temporary works, the contractor shall submit full particulars including drawings for the approval of the Employer.
- 3.13.2 Obtaining the necessary approvals from the Governmental agencies / local bodies for erecting the same shall be the responsibility of the Contractor.
- 3.13.3 The Architects approval will in no way relieve the Contractor of its responsibility for the safety of the Works operatives, adjoining property, regulations, code of practice etc.



3.13.4 The Contractor shall ensure that it shall make safe and reinstate all areas affected by such Temporary Works.

3.13.5 The Contractor shall design purpose made steel staging platform carrying out the Works at various heights. All required staging for supporting centring, shuttering of beams, slabs, masonry works etc shall be carried out strictly as The Architects approved arrangements. It is to be noted that designing of such works shall be carried out by the Contractor at its own cost and shall be submitted to the Employer /Structural Engineer for minimum 20 (twenty) days prior to commencement of such works. No work will be permitted without compliance of these conditions.

### **FENCING**

Provisional fencing shall be provided by the contractor, at his cost along with the line shown in the drawing and / or as directed by the Architect. The contractor shall also be responsible for maintaining the same in good condition until the construction of a compound wall, if any.

### **NAME BOARD / SIGN BOARD**

The contractors at his own cost put up a name / sign board at site and may incorporate his name on it. The details of the board shall be as directed / approved by the Architect.

### **3.14 Steel for Reinforcement**

3.14.1 Reinforcement Steel for the works shall be of grade **Fe500**. The Contractor to ensure that necessary orders are placed in advance for the required quantity and diameter with the standard manufacturers so that there will not be any delays in the execution of works.

The contractor should quote his rates for the fabrication of steel and in R.C.C. work including bending, binding and placing in position as per drawing etc complete as asked for under S.H.R.C.C. work, the Employer reserves the right to pay only the fabrication rate for the steel reinforcement to the contractor and the contractor shall have no objection to this arrangement for claim any loss of profit on this account.

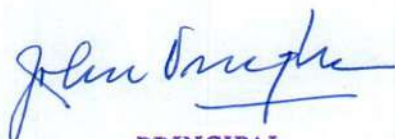
3.14.2 No extension of time will be entertained by the Employer due to non compliance of this condition by the Contractor.

### **3.15 Fire Precautions**

The Contractor shall comply with Fire Regulations of the controlling authority in force during the currency of the Contract relating to the precautions to be taken against fire hazards on site.

### **3.16 Use of Site**

The Contractor shall not use any portion of the Site for any purpose not connected with the flow of traffic thereof. Also the same shall apply to terraces, basements and other developed areas of the Works.

  
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### **3.17 Protection**

- 3.17.1 Adequate protection against any form of damage or deterioration shall be provided for all sections of the Works by the Contractor at its own cost. This shall include but not limiting to the protective tapes, casings, guard rails and the like. Particular care shall be taken to self finished surface during construction.
- 3.17.2 In pursuance of this Clause, the contractor shall carry out all the works as directed and instructed by the Architect to its satisfaction.

### **3.18 Cleaning of Works**

- 3.18.1 The Site shall be maintained clean at all times during the currency of the Contract. Necessary manpower, tools and tackles shall be deployed by the Contractor to ensure a clean Site. In case the Contractor fails to comply with this condition to the satisfaction of the Architect, the Employer shall get the same maintained at the cost and risk of the Contractor.

Every portion of the work shall be kept clear of accumulation from time to time and delivered up clean and free from defects of every kind and the conclusion of the works.

Proper waste segregation for **Green certification** shall be carried out under the instruction of Employer at no extra cost

- 3.17.2 Prior to handing over the Works, the Contractor shall thoroughly wash and clean all buildings and external areas of the Works ready for occupation.

### **3.19 Tender Programme**

The Tenderer is required to submit with Tender a detailed programme which shall identify the main time spans and relationships between all elements of the Scope of Works.

The programme shall address every element of the Scope of Works including but not limited to award of Contract, submission and review of design, working or fabrication drawings, calculations, schedules or details (including information requirements), submission and review of overall specific method statements, procurement of all materials and items of equipment (including those supplied to or from other) required for the permanent and/or temporary works, off-site fabrication construction, erection, commissioning, snagging, cleaning, preparation and provision of as-built drawings, operation manuals and the like and handover - as appropriate to the scope of the works to be undertaken.

The Tender Programme shall clearly identify the resources and method which the Tenderer intends to adopt in order to achieve the interim and overall stages of completion to complete the scope of works.

### **3.20 Working Programmes**

- 3.20.1 Programme of Working Drawings, Method Statements and Other Submission (Design Programme)



### 3.21

#### The Procurement Programme

- a) The Contractor shall prepare a programme clearly identifying and defining the intended preparation of shop drawings, fabrication schedules and the like, procurement of materials, the manufactures and / or fabrication of materials, items of plant or equipment required to complete the scope of works, any tests required, the preparation of goods for shipment, the method of shipment to be adopted, the shipment of goods and delivery to site of each items or shipment of goods for shipment, the method of shipment to be adopted, the shipment of goods and delivery to site of each items or shipment of material, item of plant or equipment for the execution of the scope of work.
- b) When the information is available, the Contractor shall develop this programme into a comprehensive procurement schedule which will include, but not necessarily be limited to, names and locations of all manufactured and /or fabricators of materials, plant and /or equipment, scheduled fabrication or manufacturing runs, scheduled packaging, shipping, docking and clearance dates, intended means of shipment (road, rail, air, sea) and the name and shipping details of each vessel, vehicle, aircraft etc. to be utilized in shipping items for the project.
- c) This programme should be presented in the form of a bar chart or a series of a bar charts supported by duration, start and finish dates and amount of float, resulting from the critical path analysis of the network for the whole scope of works. A precedence network will also be supplied to support and explain the bar chart(s).
- d) In addition to indicating the essential relationships between each element or task of the programme, this programme will also clearly identify the relationship between the end of each procurement string (i.e. delivery of the work site) the commencement of the related installation or construction activities.

### 3.22

#### The Construction / Installation Programme

- a) The Contractor shall prepare a programme which will clearly identify the intended sequences, duration and relationships for all activities required for the execution of the Works, This programme shall be presented in the form of a bar chart or a series of bar charts, supported by duration start and finish dated and amount of flat, resulting from the critical path analysis of the network for the whole scope of work. A precedence network diagram shall also be supplied to support and explain the bar chart(s), showing all dependencies between activities.
- b) The construction programme shall include all testing and commissioning requirements, the provision of deliverable documents prior to completion and will make due allowance for snagging. The key dates for handover of stage of the work are to be shown.
- c) It is essential when developing this programme, that the Contractor takes into account the requirement that all related design submissions, material submission and method statements must have achieved a suitable status before the associated elements of the work may commence.



- d) This programme shall also identify all items of information and working areas which the Contractor required, the time that they are required and the elements and tasks within the programme that the Contractor considers will be affected and how will be affected by the provision of such information and working locations.

As soon as practicable after the acceptance of his tender, the contractor shall submit to the Architect for his approval a program showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Architect furnish for his information particulars in writing of the contractor's arrangement for temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the Architect of such program or furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

### 3.23

#### The Overall Programme

- a) The Contractor shall summarize the three programmes (design, procurement and construction) into a single programme at the level of details above that described in the individual programmes. This shall be considered the summary level for monitoring and reporting purposes.
- b) The overall programme shall be presented in the form of a bar chart.
- c) The overall programme shall also be provided in the form of a precedence network, which will clearly identify all relationships and dependencies at the most detailed level of programme.
- d) The overall programme shall indicate the means by which the Contractor intends to achieve any interim milestone or handover dates required by the Contractor.

The whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the work shall be of a kind and conduct in a manner approved by the Employer/Architect. Should the rate of progress of the work at any time, in the opinion of the Employer /Architect, too slow to ensure the completion of the work by the prescribed time, the Architect shall so notify the contractor in writing. The contractor shall thereupon take such step in consultation with and approved by the Architect so as to complete work by the prescribed time for the work. The contractor, with prior permission from the Architect in writing or any other authority as the case may be, may work at night without unreasonable noise and disturbance. However, the contractor shall indemnify the Employer from and against any liability for damages on account of such disturbance created while carrying out the work and from and against all claims, demand proceeding, damages costs, charges whatsoever in regard and in relation of the same.

### 3.24

#### Updating of Programmes

- a) The overall programme shall be marked-up at the end of each Fortnight to show progress.



- b) In the event of slippage of any activities, report to be prepared giving detailed proposal for full recovery during the coming month together with a recovery programme if requested.
- c) The marked-up programme and recovery proposals / programme (if applicable) to be submitted by the first working day of the fortnight to the Architect and the Employer.

### 3.25 **Record Keeping**

The Contractor shall furnish and deliver to the Architect and the Employer a series of progress photographs taken of the works as follows:

On first day of each month, until the work is complete, 6 (six) colour photographs of works to be taken from points selected by the Architect showing as much as possible of the work installed or completed during the previous fortnight.

When the work is completed, and when directed by the Architect, 12 (twelve) full colour photographs of works to be taken from points of view selected by the Architect.

The Contractor shall be responsible for all the costs related to production of monthly progress photographs.

### 3.26 **Handover From or To Other Trade Contractors**

The Contractor must prepare a handover document for taking over, or handing over of finished surfaces from /to other Trade Contractors.

Such handovers will be between the following Packages / trades, including but not limited to, Excavation and Concrete/ Block work, Concrete/ Block work and Core Fit out, etc.


The Handing Over documents must be signed off by authorized Representative of both the relevant Trade Contractors. After handover, there shall be no claims on incompleteness.

### 3.27. **Occupation in Part**

If the Employer wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with the Employer and hand over the same to the Employer without affecting any of the clauses of contract agreement.

### 3.28 **Final Bill**

In accordance and in conjunction with Clauses 4.11 of Payment Conditions, the Contractors shall submit the final bill within **90 days** from the date of Substantial Completion. If the Contractor fails to submit the final Bill within 90 days, the previous certified Running Bill Amount shall be deemed to be considered as Final Bill Amount and no further claims will be entertained.

  
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**Extra Items**

Extra items may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work.

Rates for authorized extra items, additional, altered or substituted work as may be ordered shall be determined by the Architect as follows:

a. Architect

The contractor shall, when ordered in writing by the Architect with the concurrence of the employer perform extra work and furnish extra materials not covered by the specifications or include in the schedule but forming an inseparable part of the work contracted for on the same condition in all respects in which he agreed to do the main work, extra work and supply of such material shall be carried out at a rate settled by written agreement between the contractor and Architect who shall have obtained the prior consent of the Employer. The rates for extra work and materials shall be as ascertained under.

25.1 Should it be found during the course of the execution of the works or after the completion of the works from measurement taken (in accordance with the previous paragraph) that any of the quantities or amounts or works thus ascertained are less or greater than the quantities and / or that if any variation is made unless previously or otherwise agreed upon shall be made in accordance with the following rules.


a) The net rates or prices in the original tender shall determine the valuation of the extra where such extra work is of similar Character and executed under similar conditions as the work priced therein.

b) If it is not possible to determine the rate or any extra items in accordance with (a) above, the rate for the same shall be determined in accordance with the following rules.

i) The rate for the extra items shall be derived from the rate of an appropriate item of similar class for which the rate has already been accepted where the same can be directly derived.

ii) If the rate of an extra item cannot be derived directly from the rates in the arrangement, the rate shall be derived from the rate of a similar item in the agreement in the same ratio as that of the two corresponding rates in the CPWD schedule of rates, 1997. If this is not possible, rate shall be worked out at the rate in the CPWD schedule of rates, 2002 plus minus the percentage, which the tendered amount of the sub head at rates specified in the CPWD schedule of rates 2002.

iii) Where the rates cannot be worked out by any of the methods given (i. and ii) above, the contractor shall be allowed the market rate for the materials and labour component as per standard analysis of rates 2002 CPWD. Govt. of India, as amended from time to time plus 15% profit provided that purchase voucher for the Architect delivers materials from dealers for verification. The market rate as assessed by the Architect and approved by the Employer will be adopted in the analysis of rates.

  
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25.2 The measurement and valuation in respect of the contract shall be completed within the "period of final measurements" stated in the appendix or if not so stated then within six months of the completion of the contract works as defined in clause 30 hereof.

25.3 This clause shall not apply to contract or substituted items the quantities of which individually exceed the quantities in the contract by any extend. Such excess quantities shall be paid for at market rates, and the Employer shall be at liberty to get them executed through some other agency.

### 3.30

#### **Green Building Practices**

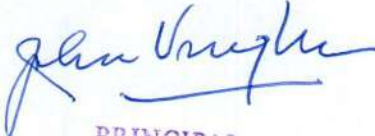
The Contractor shall comply with all Green building practices to be followed during construction as explained in the Appendix I attached.

The cost for the above is deemed to have been included in the Tender submitted by the Contractor.

### 3.31

#### **Base rate for Cement and Steel**

For the purpose of keeping uniformity in quoting, base rate for Cement and Steel are considered as **Rs.350/- Bag** of Cement excluding GST and **Rs.55000/- MT** of Steel excluding GST. The increase /decrease in rate of Cement and Steel from the base rate will be adjusted time to time from running bills. For this purpose, all purchasing vouchers to be produced while submitting each running bills.

  
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## **PAYMENT CONDITIONS**

### **4.1 Contractors Remuneration**

- 4.1.1 The Final Contract price to be paid by the Employer to the Contractor for the whole of the Works to be performed and for the performance of all the obligations undertaken by the Contractor under the terms and conditions of the Contract Documents shall be ascertained by the application of the respective rates as quoted by Contractor in the Bill of Quantities, agreed rates for extra items, against provisional sums approved claims and escalations if any.
- 4.1.2 Payment will be made accordingly for the works that are actually executed, as per the drawings and specifications including meeting the quantitative and quantitative requirements of the Contract Documents, and approved and advised by the Architect.
- 4.1.3 The Final Contract Sum, so ascertained, shall (accepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the Contract. No further or other payment shall be or become due to payable to the Contractor under the Contract.

### **4.2 Rates in Bill of Quantities are to be inclusive**

- 4.2.1 The unit rates tendered by the Contractor shall remain firm throughout the Contract period. Escalation for materials and labour shall be paid, however, as per the criteria in **Clause 4.14**.
- 4.2.2 The Rates as quoted in the Bill of Quantities shall be deemed to include and cover all costs, expenses and liabilities of every description and all the risks of every kind to be taken in executing, completing and handing over the works to the Employer by the Contractor. The Contractor is deemed to have known, understood and allowed for the nature, scope, magnitude and extent of the Works though the Contract Documents may not precisely furnish them. The Contractor, in the submission of its Tender, shall make such provision in the Rates, as if may consider necessary; to cover the costs of such items of works and materials as may be required and necessary to complete the Works.

### **4.3 Rates of Cover Labour, Materials, Equipment etc.**

Without in any way limiting the provisions of the preceding sub-clause, the Rates as quoted shall be deemed to include and cover the cost of all equipment, temporary works (except as provided herein), materials, labour, transportation, loading and unloading, insurance, fuel, consumables, stores and the appliances that are to be supplied by the Contractor and all other matters, in connection with each item in the Bill of Quantities and execution of the Works or any portion thereof, until it is finished and is complete in every respect and is maintained as shown or described in the Contract Documents or as may be ordered in writing during the Contract Period.

### **4.4 Schedule of Rates to Cover Taxes and Duties**

- 4.4.1 The Schedule of Rates (and therefore the Contract Sum) shall be deemed to include and cover for all Customs Duties, Excise Duties, Sales Tax on Works Contract, Port Dues, transport charges, octroi stamp duties, Central and State Government or local body or Municipal Taxes



or Duties and /or taxes or duties from any other body whatsoever which shall be applicable from time to time.

GST shall be deducted from the contractors running bill along with TDS, if not paid and receipt produced by the contractor. Contractor to submit all purchase bills with GST paid details and the same shall be deducted from his GST claim.

Income tax and other taxes as applicable shall be deducted at source from each of running account bill at the prevailing rate on the gross amount of work done.

- 4.4.2 The Contractor from time to time shall obtain and pay for all permits and licenses that are required to execute the Works.

#### **4.5 Records and Measurement**

- 4.5.1 The Employer shall, except as otherwise stated, ascertain and determine the value of the works done in accordance with the Contract.

- 4.5.2 All items having a financial value shall be entered into the Measurement Book as required by the Architect so that a complete record is maintained If all works performed under this Contract.

- 4.5.3 The measurement shall be taken jointly by the Employer or its authorized representative shall by the Contractor prior to taking the measurements of any works, Employer shall give reasonable notice to the contractor. If the Contractor fails to attend for measurement after such notice or fails to countersign or records its objection within 7 (seven) working days from the date of the measurement, then in any such event the measurements taken by the Employer or its authorized representative shall be taken to be the correct measurements and shall be binding upon the Contractor. The Contractor shall, at no extra charge, provide assistance with the measurement appliances necessary to record the measurement.

Should the contractor not attend or neglect or omit to send such agent. The measurement taken by Architect/Employer or provided by him shall be taken to be the correct measurements of building works as per C.P.W.D. practice.

All authorized extra work shall be included in such measurements.

The measurements shall be signed and dated by both parties on the day of taking the measurement on the Site on completion of the measurements.

#### **4.6 Method of Measurement**

- 4.6.1 The works shall be measured in accordance with the Method of Measurement identified in the Specifications and bill of Quantities forming part of this Contract notwithstanding any provisions in the relevant Indian Standard Method of Measurement or any general or local custom unless noted in the Contract Documents.

- 4.6.2 In the situation where items are not covered by the Specifications and/or Schedule of Rates, the method of measurement to be used shall be in accordance with the relevant Method of Measurement issued by the Bureau of Indian Standards.

  
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Figured dimension on drawings shall supersede measurements by scale and drawing to the large scale shall take precedence on those to a smaller scale.

The contractors shall provide suitable stones with flattop and build the same in rubble masonry for the temporary benchmarks, all the pegs, for setting out the works, and fixing the necessary built in masonry at such place and in such manner as the Architect or his representative may determine.

#### **4.7 Interim Applications for Payment/Running Bill**

4.7.1 The Contractor shall prepare and submit his interim Application for payment/ Running bill for the payment to the Employer once a month, throughout the Construction Period.

4.7.2 The Interim Application for Payment shall be presented in the format agreed in advance, with the Employer and shall be supported by, but not necessarily limited to, detailed measurements on items by item basis. The Employer reserves the right of not accepting the valuation if the format is not adhered, agreed supportive documents are not furnished.

4.7.3 The Architect shall subsequently arrange to have the Interim Application for Payment verified by taking, or causing to be taken, the required measurement of the executed Works.

The Contractor shall ensure that relevant personnel or engineer is available with the Employer at any time as required by the latter for the purposes of verification of site measurements. In the absence of the Contractor's personnel for purposes as mentioned above, the Architect shall certify the measurements to his best judgment/ assessment, and the Contractor will not be entitled to any re-scrutinising on recalculation of such certified valuations.

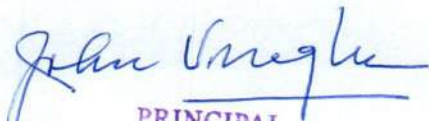
4.7.4 In calculating the amount of each item due to the Contractor for payment, sums of less than 50 paise shall be omitted and the total amount for each line item in the certificate shall be rounded off to the nearest rupee.

4.7.5 A payment on account for the amount admissible shall be made by the Employer in certifying the sum to which the Contractor is considered entitled by way of an interim Application for Payment for the works executed, after deducting from this amount the amounts already paid previously, the Security Deposit and such other amounts as may be deductible or recoverable under the terms of the Contract.

4.7.6 The cost of materials, if any issued by the Employer shall be recovered at the rates specified in the Contract Documents and or as mutually agreed between the Employer..

4.7.7 Retention money, Security Deposit, taxes like income Tax etc shall be deducted from the Interim application for Payment. All the deposits of E.M.D, security deposit and retention money will not bear any interest whatsoever.

4.7.8 No certification by the Employer supporting an Interim Application for Payment shall itself be conclusive of the evidence that any work and/or materials to which it relates is/are in accordance with the Contract. This shall not preclude the Architect /Employer from requiring that bad, unsound, imperfect and unsatisfactory works be opened up, removed and reconstructed or re-erected to the satisfactory requirements of the Contract Document at no

  
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additional cost to the Employer. It is distinctly understood and agreed between the parties hereto the payment for the works already done is not a condition precedent under this Contract for the execution of works remaining to be carried out.

4.7.9 The payment due to the Contractor shall be made by the Employer on Account Payee cheque forwarding the same to the notified office of the Contractor. In no situation will the Employer be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the Contractor shall present its Interim Application for Payment duly pre-receipted with proper revenue stamp affixed.

4.7.10 Receipt for payment made on account of the works when executed by a firm or corporate body must be signed by an individual who has been given due power of attorney on behalf of the Contractor. The exception is when the Contractor is described in the tender as a limited company, in which case the receipts must be signed on behalf of the Company by one of its executive officers or by some other person who has been given responsibility to give receipt for the Company under a board resolution.

4.7.11 this shall not conclude, determine or affect in any way the rights of the Employer as to the final account settlement and adjustments of the accounts or otherwise, in any other way, vary or affect the Contract.

4.7.12 any certified Interim Application for Payment given relating to works done or materials delivered may be modified or corrected by any subsequent certified Interim Application of Payment or by the Final Certificate.

The Employer/Architect shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.


The Architect may be any certificates make any correction in any previous certificate, which shall have been issued by him.

#### **4.8 Retention Money**

4.8.1 Retention Money, at the rate of 5% (five percent) of the gross amount of each Interim application of payment/ running bill without limit.

4.8.2 Security shall become due to the Contractor upon the expiry of the Defects Liability Period, provided that there is not outstanding claim against the Contractor. Any amounts payable by the Contractor under the terms of the Contract may be deducted from the Retention Money.

The amount of earnest money deposited by the contractor along with the tender and the amount of Retention Money as specified in the "Invitation to tender and General instruction to Contractor" deducted by the Employer from each running bill of the contractor based on the work done under the contract, giving credit to the earnest deposit for due performance by the contractor of all his duties and obligations under the contract and or completion of the contract in all respects, provided that in case of reduction of the Security deposit on account of any deduction made there from under clause 2.23, the amount so deducted shall be recouped from the contractor from subsequent running bill so as to restore the full amount of security deposit. The contractor without any interest as per condition laid down in clause No. 4.7 in the case of default or breach on the part of the contractor with respect to any of his obligations

  
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or duties under the contract, the Employer may, at his on discretion forfeit the whole or any part of the Security Deposit.

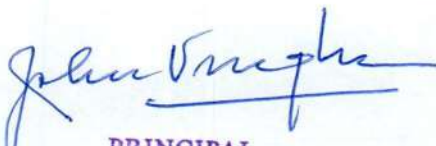
- 4.8.3 All compensation or other sum of money payable by the contractor to the Employer under the terms of this contract may be deducted from the security deposit and from any sums, which may be due or may become due to the contractor from the employer on any account whatsoever.

#### **4.9 Secured Advance against Materials**

- 4.9.1 Secured Advance against Materials can be made to the Contractor for materials delivered to the Site by the contractor, for incorporation as permanent items into the Project, if the Architect certifies its conformity with Contract Document.
- 4.9.2 This is subject to the Contractor proving to Architect that such materials are reasonably required for the Works, are the bonafide property of the Contractor, suitable in quantity for use in the works during the next **1 (one) month** and are properly stored and protected against loss and damages and entirely meet the requirements of the relevant Specifications.
- 4.9.3 The Architect shall however, have the right to reject any such materials, of which it may thereafter disapprove and to order the removal and in the case of such rejection/disapproval, any losses resulting there from shall be borne by the contractor. It is the intention of this Clause that all materials shall conform to the provisions of this Contract.
- 4.9.4 The Contractor shall provide insurance to cover the full cost of materials which quality for the Secured Advance.
- 4.9.5 The amount of any Secured Advance against materials shall be up to **75%** of the cost of the materials as assessed by the Architect and shall be limited to a maximum of **75%** of the cost as per the Rate quoted subject to the above conditions being met.
- 4.9.6 The Secured Advance so made shall be recovered from the subsequent Interim Application for Payments/ running bills submitted by Contractor as and when the material is incorporated in the Works.
- 4.9.7 The Contractor shall, while claiming the Secured Advance as above or otherwise, when required by the Architect, produce all quotations, invoices, vouchers, accounts or receipts, test reports etc to prove that the materials supplied by the Contractor are in conformity with the Specifications.

#### **4.10 No Interest on Delayed Payments due to Disputes etc.**

- 4.10.1 No claim for interest or damage will be accepted by the Employer with respect to any money, which may be in its possession, owing to any dispute, difference or misunderstanding between the Employer and the Contractor. No claims will be entertained for delays in payment due to the Contractor's failure to sign the necessary documentation associated with the interim Application for Payment or production of vouchers, test reports etc as indicated above.

  
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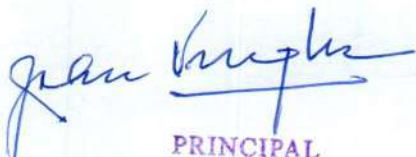


#### **4.11 Final Account Bill**

- 4.11.1 The Contractor shall submit its Final Account Bill to the Architect and the Employer within 3 (three) months of the Final Completion of the Project as certified by the Architect through the issuance of the Certificate of Final Completion. No further claims shall be made by the Contractor or allowed by the Employer after submission of its Final Account Bill.
- 4.11.2 A pre-requisite for the submission of the Final Account Bill shall be that the Contractor certifies that the following items have been supplied by the Contractor and accepted by the Employer.
- i) All written guarantees and warranties as required by the Contract Documents.
  - ii) All operation & maintenance manuals, instructions for all plant and equipment and all approvals.
  - iii) All clearances of payments of royalties, labour etc.
  - iv) All substantiating documentation that is required for the Final Account Bill.
  - v) 3 (three) sets of ammonia line prints and 1 set of soft copy which represent the as-built drawings.
- 4.11.3 The Employer shall check and assess the Final Account Bill submitted by the Contractor and after Architect has issued Certificate of Payment, payment will be effected within **60 (sixty) days** of its receipt
- 4.11.4 With respect to items in dispute the Architect shall review the quantities and rates within **90 (ninety)** days period, as may be necessary for verification.

#### **4.12 Notice of Claims for Additional Payments**

- 4.12.1 Should any circumstances arise that the Contractor considers that it is entitled to any additional payment or compensation or it makes any claims whatsoever in respect of the Works, it shall give notice in writing to the Architect and the Employer indicating the basis on which it claims additional payment and/or compensation.
- 4.12.2 Such notice shall be given to the Architect and the Employer within **10 (Ten) days** of receiving the written instructions for such works from the Architect or upon the happening of an event upon which the Contractor bases such a claim. Such notice will contain full particulars as to the nature of such claim with full supporting details and the amounts being claimed. Failure on the part of the Contractor to put forward any claim, without following the time limits specified, shall be an absolute waiver thereof.
- 4.12.3 The Architect shall review such claims within 60 days and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, the Contractor shall be obliged to carry on with the execution of the Works during the period in which its claims are under consideration by the Employer, irrespective of the outcome of such claim.
- 4.12.4 Where, in the opinion of the Architect additional payment for works considered extra is justifiable in accordance with the Contract, the Employer shall arrange to pay the same in the same manner as for normal Interim Application for payments. Such extra work, approved by the Employer shall be governed by all the terms and conditions of this Contract.

  
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**4.13 Escalation**  
**Not applicable**

**4.14 Over Payment and Under Payment**

4.14.1 Whenever any Claim for the payment of a sum by the Employer arises out of or under this Contract, against the Contractor, the same any be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that from the Contractor's Security Deposit/Retention Money, or the Contractor shall pay the claim on demand.

4.14.2 The Employer reserves the right to carry out post payment audit and technical examination of the Final Account Bill/ final certified Application for Payment including all supporting vouchers, abstracts etc during the Defects Liability Period.

4.14.3 It as a result of such audit and technical examination, any over payment is discovered in respect of any work done, by the Contractor under the Contract, it shall be recovered by the Employer form the Contractor by any or all of the means prescribed above. If underpayment is discovered, payment shall be duly made by the Employer to the Contractor.

4.14.4 The period to adjust for the overpayment or the underpayment by the Employer shall not extent beyond the period of 2 (two) years from the date of the payment of the Final Account Bill.

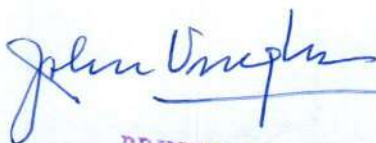
In case in which provisional quantities of materials are contained in the contract, the contractor shall provided such materials to such amounts or to greater or lesser amounts as the Architect/Employer shall direct in writing at the net rates at which he shall have priced such item in his schedule of quantities should however any such items, be entirely omitted, which omission shall be at the Architect's discretion, no profits on such items, shall be allowed for the contractor.

**4.15 Mobilisation Advance**

An interest free Mobilisation Advance amounting to maximum of 5% (five percent) of the Contract Sum shall be paid against a Bank Guarantee from any Nationalised Bank.

The Mobilisation Advance amount to 5% (five percent) of the Contract Sum shall be released to the Contractor immediately after placing the work order against the submission of Bank Guarantee for equivalent amount.

Mobilisation Advance will be recovered at the rate of 10% (ten percent) of the advance amount of every interim application of payment/ running bill or any payment made to the Contractor, starting from the second valuation.

  
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## LABOUR LAWS/ HEALTH/ SAFETY/ LOGISTICS

### 5.1 Labour and Employment Laws

- 5.1.1 No labour below the age of 18 (eighteen) years shall be employed on the Project.
- 5.1.2 The Contractor shall not pay the labourers engaged by it on the Project less than what is provided for under the applicable laws, whether for time or piecework, based on the applicable rates of wages as fixed under law at the time. The Contractor shall ensure that the provisions in the Minimum Wages Act, as amended from time to time, are fully complied with. The Contractor shall maintain the necessary registers and records for payment of wages, overtime etc made to its workmen as required by the Conciliation Officer (Central) Ministry of Labour, Government of India or such authorized person appointed by the Central and/or State Government. The Contractor shall ensure this is complied by its sub-contractor engaged on the Project, including any labour contractor employed by him.
- 5.1.3 The Contractor, at his own expense, shall comply with all the current applicable labour laws and keep the Employer indemnified thereof.
- 5.1.4 The Contractor shall pay equal wages to both men and women in accordance with the applicable Labour Laws.
- 5.1.5 The Contractor is covered under the Contractor Labour (Regulation and Abolition) Act. The Contractor shall obtain a license from the licensing authority (i.e. Office of the Labour Commissioner) by payment of the necessary prescribed fee and deposit. Such fees and deposits shall be borne by the Contractor and included in its Tender.
- 5.1.6 The Contractor shall employ labour in sufficient numbers, either directly or through sub-contractors, to maintain the required rate of progress and of quality to ensure workmanship is to the degree specified in the Contract documents and to the satisfaction of the Employer.
- 5.1.7 The Contractor shall furnish to the Employer the labour returns of the number and description, by trade, of the people employed on the Project every Saturday. This shall be for the preceding week.
- 5.1.8 The Contractor shall submit on the last working day of each month to the Employer an Accident Status Report. This shall show the accidents that occurred during that time period; the circumstances under which they occurred; and the extent of damage caused by them.
- 5.1.9 The Contractor shall submit on the last working day of each month to the Employer a Maternity Benefits Statement. This shall identify the number of female workers who have been allowed Maternity Benefit as provided under the Maternity Benefit Act 1961, or the Rules made there under, and the amounts paid to them.
- 5.1.10 The Contractor shall comply with all the provisions of the following statutory acts or any modifications thereto and the rules made there under from time to time.
- Indian Factories Act 1948
  - Payment of Wages act 1936
  - Minimum Wages Act 1948
  - Employers Liability Act 1938



- Apprentices Act 1961
- Workmen's Compensation Act 1923
- Industrial Disputes Act 1947
- The Maternity Benefits Act 1961
- Contract Labour (Regulation and Abolition) act 1970
- Employment of Children Act 1933.

- 5.1.11 Should a report be made by an Inspecting Officer, as defined in the Contract Labour (Regulation and Abolition) Act 1970, the Employer shall have the right to deduct from any money due to the Contractor any sum required, or estimated to be required, for making good the loss(es) suffered by a worker or workers by the reason of non-fulfilment of the Conditions of the Contract relating to the benefits of workers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the Contract or non-observance.
- 5.1.12 The Contractor shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Act.
- 5.1.13 In the event of the Contractor committing a default or breach of any of the provisions of the aforementioned Acts, as amended from time to time, or furnishing any information or submitting or filling in any Form/Register/ Slip under the provision of these Acts which is materially incorrect, then on the report of the Inspecting officers, the Contractor shall, without prejudice to any other liability, pay to the Employer a sum not exceeding Rs. 1000 as Liquidated Damages. This shall be applied to each incident for every default, breach or furnishing, of submitting, making and/or filling-in materially incorrect statements. The exact amount shall be fixed by the Employer.
- 5.1.14 In the event of the Contractor's default continuing in this respect, the Liquidated Damages may be increased to Rs. 100 per day for each day that default occurs up to a maximum of 1% (one percent) of the Contract Sum.
- 5.1.15 The Employer shall deduct such amounts from the Interim Application for Payment or the Security Deposit of the Contractor and credit the same to the Welfare Fund constituted under these Act. The decision of the Employer in this respect shall be final and binding.
- 5.2 Health and Sanitary Arrangements for Workers Employed by the Contractor**
- 5.2.1 These rules shall apply to all the building and construction contracts.
- 5.2.2 In respect of all the labour directly or indirectly employed on the Project for the execution of the works, which is for the performance of the Contractor's part of this Contract, the contractor shall comply with, or cause to be complied with, all the rules and regulations of the local sanitary and other Authorities or as required by the Architect from time to time for the provision of the adequate Health and Sanitary arrangements for all workers.
- 5.2.3 **The Contractor shall provide labour camps outside the premises of the Site complete with all amenities such as electricity, water and other health and sanitary arrangements as per the applicable labour laws and other statutory requirements. The Contractor shall also provide all the necessary transportation to the project site and back to the labour camp for all their labour personnel accommodated in the labour camps.**



**Under no circumstances will the contractor be allowed to have labour camps on site.**

**5.3**

**First Aid**

The Contractor shall provide and maintain at the site, in an easily accessible place, first aid supplies including an adequate supply of sterilized dressings and sterilized cotton wool. These supplies shall be kept in good order and a member of the Contractor's staff trained to carry out this role shall be nominated to be in charge of the same and shall be readily available during working hours.

The Contractor shall maintain on site at all times a car; it shall be available to take any injured person or persons to the nearest hospital.

**5.4**

**Drinking Water**

The Contractor shall provide and maintain at one central location, easily accessible to labour, a sufficient supply of safe drinking water.

The water supply storage container shall be no closer than 20 meters from any latrine, drain or other source of pollution. Where water is obtained from an existing well, which is within the proximity of latrines, drains or other sources of pollutions, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells such wells shall be closed securely and be provided with a trap door that shall be dust proof and shall seal the opening.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and shall be opened only for cleaning and inspection, which shall be done at least once a calendar month.

**5.5**

**Washing and Bathing Place**

The Contractor shall provide adequate washing and bathing places separately for men and women. Such places shall be maintained in a clear and dry state.

**5.6**

**Latrines and Urinals**

**5.6.1**

The Contractor shall provide on the Site, within accessible location, latrines and urinals.

**5.6.2**

The calculation of the number of units which shall be provided, separately for men and women, is based on the following criteria:

**No of seats**

Where the number of persons	2
Does not exceed 50	

Where the number of persons	
Exceeds 50 but does not exceed 100	3

Extra for every additional 100 persons	3
--	---



5.6.3 If women are employed on the Project site, separate latrines, screened from those provided for men, shall be provided. They shall be clearly marked "For Women Only" in local language. A poster/symbol showing the figure of women shall be exhibited at the entrance of the latrines. There shall be an adequate water supply close to the latrines.

5.6.4 The latrines and urinals for men shall be separate and screened from the women's. They shall be clearly marked "For Men Only" in local language. A poster/symbol showing the figure of man shall be exhibited at the entrance of the latrines. There shall be an adequate water supply close to the latrines.

5.6.5 The latrines shall be:

- (i) Water-flushed latrines if water borne sewage system is available.
- (ii) Receptacles on a dry earth system which shall be cleared for time daily and at least twice during working hours. The latrines shall be kept in a strictly sanitary condition. The receptacles shall be scoured inside and outside at least once a year.

5.6.6 The latrine structure shall be constructed of masonry or some suitable heat resistant non-absorbent material. It shall be cement plastered inside and outside at least once calendar year. The latrine shall have thatched roofs.

## 5.7 Disposal of Excreta

The contractor shall make arrangements for proper disposal of excreta by incineration by means of a suitable incinerator approved by the Municipal Medical Office of Health in whose jurisdiction the project site is located.

## 5.8 Provision of Shelter

At the Site, the Contractor shall provide, free of cost, two suitable sheds for meals one each for men and women, to be used by the labour force. The sheds shall have thatch roofing, as a minimum, and reed flooring with a dwarf wall of 750mm. The sheds shall be kept clean.

## 5.9 Crèches

The Contractor shall provide, where there are 50 or more women workers employed, two huts for the use of children under the age of 6 years, who belong to these women. In accordance with Clause 2/7.4, crèches are not allowed to be built on site.

One hut shall be used for the infant's games and where they can play. The other hut shall be used as bedroom.

The huts shall not be constructed to a lower level of construction than:

- (i) Thatched roof
- (ii) Mud floor and dwarf walls



(iii) Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation.

There shall be an adequate supply of sweepers to keep the place clean. There shall be 2 sweepers always in attendance.

The sanitary utensils shall be provided to the satisfaction of the Health Officer in whose locality the Site is located.

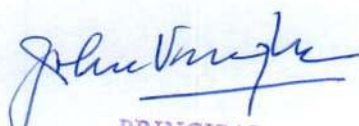
The use of the hut shall be restricted to the infants, their attendants and the mothers of their children.

Where the number of women workers is more than 25 and less than 50, the Contractor will provide at least one hut and 1 lady crèche attendant to look after the children of women workers.

The size of the crèches will vary with the number of women workers.

## **5.10 Safety**

- 5.10.1 The Contractor shall comply with all the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the rules made there under from time to time.
- 5.10.2 The Contractor shall comply with the *Site safety Policy*, of the Employer.
- 5.10.3 The Contractor shall comply with the *Site Safety Manual* of the Employer.
- 5.10.4 The Contractor is deemed to have included all costs in the Tender for compliance with **Clause 2/7.3**.
- 5.10.5 The Contractor shall submit his Safety Plan within 21 (twenty one) days of notice of Award.
- 5.10.6 The Contractor's personnel must wear hard hats in areas designated as hard hat areas. For failure to comply, the Contractor will be fined Rs. 60 (Rupees Sixty only) per day for each operative who fails to comply. The Architect has the right to insist that the operator is removed from the site with immediate effect. Such fines shall be deducted from the contractor's monthly valuation. All monies so deducted will credited to a separate cost head and shall be used to increase safety awareness on the Project.
- 5.10.7 For work which fails to comply with the site's health & safety requirements, The Employer has the right to issue a Non-Compliance notice. The Contractor must comply with the notice. Any costs or delays resulting from this notice are the responsibility of the contractor.
- 5.10.8 The Contractor shall report immediately any injury to the Employer. In addition, the Contractor shall complete the Accident Report from of the Employer and shall submit to the Site Safety Officer of the Employer.
- 5.10.9 The Contractor shall not discuss any accident with the media.

  
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- 5.10.10 Suitable and strong scaffolding should be provided for workmen for all works that cannot be done safely from ground.
- 5.10.11 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs not more than 30 cm. when a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5.10.12 Excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depths of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 5.10.13 No floor roof or other part of the structure shall be so loaded with debris or materials as to render it unsafe.
- 5.10.14 Workers employed on mixing and handling materials such as asphalt cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hard gloves.  
Those engaged in welding works shall be provided with Welder's protective eye shields and gloves.
- 5.10.15 No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
- 5.10.16 The workers should supply suitable facemasks for use when the paint is applied in the form of spray or a surface having lead paint if dry rubbed and scrapped.
- 5.10.17 Overall shall be supplied by the contractor to the painter and adequate facilities shall be provided to enable the working painters to wash themselves during period of cessation of work.
- 5.10.18 Hoisting machines and tackle used in the works, including their attachments, anchorage shall be maintained in perfect condition.
- 5.10.19 Ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and of adequate strength and free from defects.
- 5.10.20 During shuttering and de-shuttering special care should be taken and such area protected for other labour force.

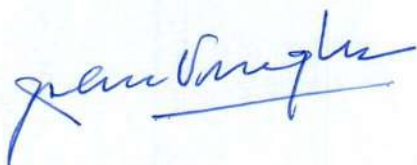
## **5.11 Prohibition of Child Labour**

- 5.11.1 Children as described in the labour laws are strictly prohibited on site. Violation of the above will entitle the Architect to stop all works to the Contractor until all compliance is ensured. Claims to stop on account of such delays or damages by the Contractor will not be accepted. The Contractor shall ensure, with respect to all statutory requirements and in conjunction with



stipulations of Clause **5.10**, a crèche is maintained for children for the women working on site. Such crèches shall be constructed outside the site.

- 5.11.2 The Contractor shall fully indemnify the Employer and it's Representative against any legal action that may be initiated for deployment of child labour.
- 5.11.3 The Contractor shall put up sufficient signs, posters and notices, in both English and in the local language categorically prohibiting employment of children in construction.



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### **SAFETY NOTES**

The first aid kit with emergency medicines, sterilized dressings, cotton and instruments should be maintained at an easily, readily accessible place at site.

The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

Suitable and strong scaffolding should be provided for workmen for all works that cannot be done safely from ground.

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs not more than 30 cm. when a ladder is used an extra mazdoor shall be engaged for holding the ladder.

Excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depths of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

No floor roof or other part of the structure shall be so loaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling materials such as asphalt cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hard gloves.

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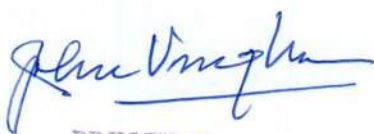
The workers should supply suitable facemasks for use when the paint is applied in the form of spray or a surface having lead paint if dry rubbed and scrapped.

Over coat shall be supplied by the contractor to the painter and adequate facilities shall be provided to enable the working painters to wash themselves during period of cessation of work.

Hoisting machines and tackle used in the works, including their attachments, anchorage shall be maintained in perfect condition.

Ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and of adequate strength and free from defects.

During shuttering and de-shuttering special care should be taken and such area protected for other labour force.

  
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## PROFORMA GUARANTEE BOND

Ten Year guarantee to be stamped as an Agreement at the appropriate time.

### Waterproofing Treatment

Name of the Contractor  
Firm or Company

To

Dear Sir/Sirs,

I/ we hereby guarantee that the waterproofing treatment done by me / us for \_\_\_\_\_ in pursuance of the order placed on me / us by \_\_\_\_\_ in letter of \_\_\_\_\_ shall remain effect and the \_\_\_\_\_ so treated shall remain water tight for a minimum period of ten years from the certified date of actual completion of the work and in the event the treatment does not so remain effective or has become ineffective due to any defect in the materials used, the workmanship and the work, noticed and notified to me/us at any point of time with in the said guarantee period of ten years, I/we do hereby promise to rectify the defect/ defects to your/ the Architect's complete satisfaction, when and as often required, within a reasonable period of receiving notice of such defect/ defects, without any charges accruing to you, the Employer

- (1) Name and Address of the Employer
- (2) Brief description of structure/ area treated.
- (3) The employer / G.B.W. contractor
- (4) Letter in which (3) places order on guarantor firm.

2. The question that the waterproofing treatment carried out by me/us is/has become ineffective and further treatment in/has become necessary to render the \_\_\_\_\_ waterproof shall be decided by the \_\_\_\_\_ agreement decision in the matter shall be final and binding on us.

3. This guarantee shall remain valid and binding on me/us up to the date of expiry of ten years from the date of completion by me/us of the waterproofing treatment work as certified by the Architects and a further period of 6 months to cover the time required by me/us to rectify the defect/ defects if any, notified to us as above referred, and shall not be cancelled or terminated and my/our liability hereunder shall not be impaired or deemed discharged for any reason whatsoever including any change in the constitution of myself/ourselves.

4. However, I/We shall not be held responsible in any way, if the work carried out by me/us is subsequently damaged, tampered with or the \_\_\_\_\_ is damaged due to sinking or subsidence or by an act of God, beyond our control, causing leakage/ seepage.

5. I/we shall execute at the proper time a deed of guarantee in the above said stamp paper of appropriate value.

Signature of Guarantor  
Firm/Company

Witnesses:

Address:

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1) Name

Address:

Date:

2) Name

Countersigned

Address:

Signature of G.B.W. Contractor.

6. I/we had read the guarantee form and agree that my/our contract with the Employer \_\_\_\_\_ (1) for water proofing the \_\_\_\_\_ is wholly based on the 10 (ten) years guarantee which shall be executed at the appropriate time on stamp paper of appropriate value and the guarantee is/shall form part and parcel of the agreement for the water proofing work/ general builders work, with the employer \_\_\_\_\_ (10)

Signature of Guarantor

Tenderer for General Builders Work

Address:

Date:

GUARANTEE bond to be attested by first class judicial magistrate.

  
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## PROFORMA GUARANTEE BOND

TEN YEAR GUARANTEE TO BE STAMPED AS AN AGREEMENT AT THE APPROPRIATE TIME.

### ANTI TERMITE TREATMENT TO BUILDING

Name of the firm/ Company  
Offering the guarantee & address:

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Sirs,

Sub: Pest Control Anti Termite Treatment – Pre construction as per IS 3613 (Part II) 1981 Pest Construction as per IS 6313 (Part III) 1981.

1. I/We hereby certify that the foundation and structures of the building briefly described in the schedule below have been pretreated/ treated by me/us, conforming to IS6313 (Part II) (Part III) 1981, in pursuance of the order placed on me/us in Ref. \_\_\_\_\_ of \_\_\_\_\_.

2. I/we hereby guarantee that the said foundations and structure/ structures of the said buildings shall be safe against subterranean termite infestation/attack / termite activity for a period of 10(ten) years from \_\_\_\_\_

(1) Name & Address of the Employer

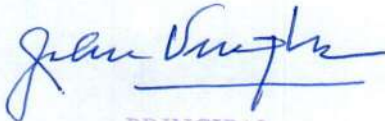
(2) Letter on which employer/ G.B.W. contractor places order for waterproofing work on guarantor firm.

(3) Name & Address of employer/G.B.W. contractor placing order, sec (2).

(4) Date of completion of work, as certified by Architect.

3. In the event of the pretreated foundations and structures/ treated structures of the said buildings being/becoming subject to subterranean infestation/ attack/ termite activity at any point of time during the guarantee period of 10 (ten) years, I/we agree to carry out at our cost and expense, alt and every treatment necessary to render the said foundations and structure/ structures of the said buildings free of such subterranean termite, infestation/ attack/ termite activity, when and as often as is required, within a reasonable infestation/ attack/ termite activity.

4. The question whether the said foundations and structures/ structure are or have become subject to subterranean termite/ termite infestation/ attack/ termite activity and whether further treatment is or has become necessary shall be decided by you/Architect. I/we agree that the matter shall be final and binding on me/us.

  
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5. Schedule (vide builders as per order  
Ref. vide para 1 above

Plinth area  
(at ground level)

\_\_\_\_\_ Sq.m

Yours faithfully,

Witnesses:

1

(Signature of Guarantor firm)

Address:

2. Countersigns

(Signature of GBW Contractor)

Address:

6. I/we had read the guarantee form and agree that my/our contract with the Employer \_\_\_\_\_ (1)  
for water proofing the \_\_\_\_\_ is wholly based on the 10 (ten) year guarantee  
which shall be executed at the appropriate time on stamp paper of appropriate value and the guarantee is/shall  
form part and parcel of the agreement for the water proofing work/ general builders work, with the employer  
\_\_\_\_\_.

Signature of Guarantor Firm/Company

Address:

Date:

  
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DELHI-110007





ARTICLES OF AGREEMENT MADE THIS -----day of -----between-----  
------(Hereinafter referred to as the 'Employer') on the one part -----  
----- (Hereinafter referred to as the "Contractor" which expression  
shall include their successors and assigns) of the other part. WHERE AS the employer is desirous of the ----  
----- and has caused drawing and Specifications describing  
the work to be done to be prepared by M/S -----

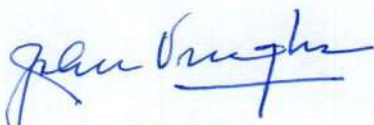
AND WHEREAS the said drawings, the specification and schedule of quantities have been signed by or  
on behalf of the parties hereto.

AND WHEREAS the contractor has agreed to execute the work shown on the said drawings and/or  
described in the specification and included in the said schedule of quantities at the rate hereinafter set forth  
and on the terms, conditions, and general conditions (both hereinafter referred to as the said conditions  
hereto annexed.)

AND WHEREAS the Contractor has deposited Rs. \_\_\_\_\_ as earnest money.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. In consideration of the payments to be made to the Contractor as hereinafter provided, the contractor shall upon and subject to the said conditions execute and complete the works shown up on the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the said specification and the said Schedule of Quantities within the time specified in the tender and accordance with the said condition.
2. The Employer shall pay the Contractor such sums as shall become payable hereunder at the times and in the manners specified in the said Condition.
3. For the purpose of this contract, the firm "The Architect" or the "Said Architects" in whose presents and in the said conditions shall mean M/S **Ranjit P. John (Architect)** or in the event of their death or ceasing to be the architect for that propose of this contract, such other persons as shall be nominated for that propose by the employer provided always that no person subsequently appointed to be an Architect under this contract shall disregard or overlook any previous decision or approval or direction given or expressed by the Architect for the time being with respect to any work already done by the contractor under instructions of the Architect.
4. The invitation to tender, the acceptance of tender, drawings specifications, the schedule of quantities and the said conditions and general conditions together with appendix shall be read and construed as forming part of this agreement and parties hereto shall respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their part respectively as contained in the above mentioned documents.
5. The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards the materials and otherwise in every respect strictly in accordance with the specifications and the drawings. The Contractor shall also confirm exactly, fully and faithfully, to the designs, drawings and instructions in writing relating to the work issued to them by the Architect from time to time.

  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007





6. The employer reserves the right of altering the drawings the nature of work and of adding to or omitting any items of work or of having portion of the same carried out departmentally or otherwise and such alterations or variations shall be carried out by the contractor without prejudice to this contract. Any variation in the drawings and or specifications and any extra items that are likely to come up during the execution of the work the contractor shall execute the same and any rates that are due to the contractor because of the variations shall be arrived at as per conditions laid hereinafter.

AS WITNESS OUR HANDS THIS \_\_\_\_\_ day of \_\_\_\_\_ executed in

the name of and on behalf of the \_\_\_\_\_ and signed by:

1. \_\_\_\_\_ for

2. \_\_\_\_\_

Signed by the Owner \_\_\_\_\_


In presence of Shri \_\_\_\_\_

Witness

Signed by the said Contractor \_\_\_\_\_

In presence of \_\_\_\_\_

Witness

  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007






### LIST OF APPROVED MAKE MATERIALS

- |     |   |   |  |
|-----|---|---|--|
| 1.  | Dhanvan 20  | : | Chlorpyrophose 20% EC<br>Northern Minerals Ltd.  |
| 2.  | Heptachlor  | : | Nocil,   |
| 3.  | Steel Windows                                     | : | "A.S.C." Parry   |
| 4.  | Solignum  | : | Shalimar, Goodlass, Nerolac,<br>Jenson & Nicholson.  |
| 5.  | Flush Doors                                       | : | duro, Corbett, Greenply (The door should be<br>with hard wood filler with conforming to IS 2202) |
| 6.  | Commercial Ply and                                | : | Duro, National.  |
| 7.  | Bitumen   | : | Shalimar, MCPL, Bhart Petroleum.   |
| 8.  | Water-proof Cement Paint                          | : | Super Snowcem  |
| 9.  | Primer paint and other paints                     | : | Goodlass, Nerolac, British Paints,<br>Jenson & Nicholson, Shalimar, ICI.                         |
| 10. | Wax Polish  | : | Mansion  |
| 11. | Motice Latches                                    | : | Godrej, Haridima, Harrison, Dorset<br>KABA   |
| 12. | Fibre-glass tissue and special<br>Roofing asphalt | : | Shalimar, Huchen   |
| 13. | Bitumen Sealing                                   | : | Shalimar   |
| 14. | R.C.C. Pipes                                      | : | Indian hume pipe Co. or I.S.A. Mark  |
| 15. | Gully traps and stoneware                         | : | Perfect (Jubbulpore)   |
| 16. | Vitreous China fittings                           | : | Hindustan Sanitaryware, Jaguar, Cera   |
| 17. | Plastic flushing cisterns                         | : | Duralite, Commander,   |
| 18. | Fire-Clay sinks                                   | : | Sanifare   |
| 19. | Ordinary and C.P. bib-cocks                       | : | Jaquar, Parryware, Hindware  |



20.	Bricks	:	From approved kilns of Bagpat/ Bijnor.
21.	G.I. Pipes (B. Class)	:	TATA, Jindal,
22.	Full –way valves	:	Leader, Sant
23.	Water Meter	:	Capstan, Kaycee, Anand Asahi.
24.	White glazed tiles	:	Kajaria, Johnson, Somany Orient,
25.	Structural Steel & other steel works	:	TATA.
26.	Coarse sand and stone aggregate	:	From approved quarry
27.	Window Glass	:	Saint Gobain, Tata Float.
28.	Aluminium sections	:	Hindalco or Jindal or Indal
29.	Ironite	:	Heatly Gresham, Hardonate
30.	Aluminum Door	:	Hindalco, Indal, Jindal
31.	Terrazo Tiles	:	Nitco, Modern
32.	Building lime	:	Santna
33.	White Lime	:	Dehradun
34.	PVC Pipes	:	Polypack, Supreme, AKG
35.	Polysulphide Sealant	:	Asian Paints, Techseal
36.	PVC cisterns-Durlote	:	Parrys Slimline
37.	Stainless Steel Sinks	:	Neelkanth, AMC, Lotus, Jayna
38.	Geyser	:	Venus, recold, Bajaj
39.	Door closers	:	Everite, Prabhat, Garnish, Doorset, IPSA
40.	Waterproofing Compound	:	Cico, Impermo, SIKA
41.	Aluminium fittings	:	Jaina.
42.	Timber	:	1st class Indian teak wood. (Moisture content shall be within the specified limit i.e. 12% as per applicable IS codes).
43.	Reinforcement Steel	:	TATA

  
 PRINCIPAL  
 ST. STEPHEN'S COLLEGE  
 DELHI-110007





- |     |                         |   |  |
|-----|-------------------------|---|--|
| 44. | Cement                  | : | OPC 43 Grade for Structure<br>PPC for Plastering<br>Brands Approved: Ultratech/JK Lakshmi. |
| 45. | C.I. Pipes and fittings | : | R.I.F.   |
| 46. | Bricks                  | : | From Bhagpat, Bijnor (Uttar Pradesh.)  |

**Note:**

Specialized items of works such as anti-termite treatment, water-proofing etc. shall be carried out only through a reputed firm and with the prior approval of the Architect. Names of some of these firms are included below. Where more than one manufacturer is specified in the tender it shall be procured with the prior approval of the Architect.

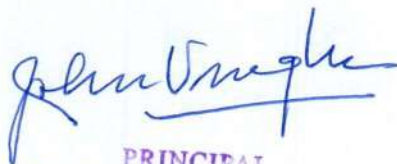
**LIST OF SPECIALIST FIRMS**

**A. Water proofing treatment**

1. Oversea Water Proofing Corporation
2. Structural water proofing Co. Ltd.
3. Roof water proofing Co. Ltd.
4. Excel water proofing
5. M/s. Impex International
6. Chohan Creation  
L-184, Multani Dhanda, Pahar Ganj, New Delhi-110055.

**B. ANTI TERMITE TREATMENT**

1. Pest control treatment
2. Pest control operations
3. Pest control India.


  
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**DELHI-110007**





**APPENDIX HEREINAFTER REFERRED TO IN SPECIAL CONDITIONS OF CONTRACT.**

1. Defects liability period : Twelve months after certificate date of completion.
2. Date of commencement of work : Seven days after the date of letter accepting tender.
3. Stipulated period of completion : **three** months.
4. Agreed liquidated damages and delay in completion of work : 1% of the tendered amount per week of delay subject to a maximum of 10% of the contract value.
5. Security deposit : 5% of the certified amount including cost of steel and cement.
6. Period of submission of final bill : Three months after completion of work.
7. Please note that tenders submitted without earnest money or in any form other than a **Demand Draft** in favour of "**The Principal, St. Stephen's College** payable at **Delhi**, will be summarily rejected.
8. Earnest Money : **Rs.50000/- (Rupees Fifty Thousand Only)**
9. Fixed rate for reinforced steel : **Rs.55000/- MT. (Excluding GST)**
10. Fixed rate for cement : **Rs.350/- Bag. (Excluding GST)**
11. The rate quoted by the contractor shall be exclusive of GST.
12. If the maximum clear dimensions of a panel between beam ribs are 1200 mm or less, then only the shuttering of the beams and slabs shall be paid as coffer slab shuttering. Only the exposed surfaces of RCC shall be measured for payment.
13. Ply shuttering.  
Waterproofing ply shall only be used for all beams, slabs, staircase slabs, columns etc. the ply thickness shall be 12mm ply/new steel shuttering plates only shall be permitted for slab shuttering if specified.
14. Unless mentioned otherwise in the schedule of quantities the rates quoted shall apply to work for any height of shuttering and work at all heights above and below ground level.
15. Fine sand (Jamuna sand) shall conform to grading zone IV of the IS specifications. It can generally be obtained by mixing one part of coarse sand with two parts of Jamuna sand by volume.
16. Programs furnished by the contractor shall indicate the requirement of drawings and details. The program shall be reviewed once in every two months. If found a delay than a penalty of Rs. 5000/- (Rupee Five thousand only) per day shall be deducted from each running bill, and the same shall be reimbursed on successful completion within the stipulated period of completion of project.

  
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**DELHI-110007**



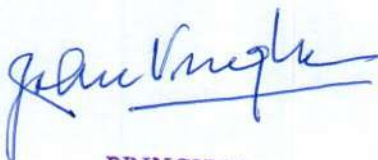


17. Contractor shall submit computerized bills and measurement sheets along with CD for verification and certification. Hand written bills will not be entertained for verification and certification of R/A and final bills. Joint measurement book shall also submit along with bills for different stages of work. The stages shall be set out in consultation with Architect prior to submission of bills.
18. A programme shall be submitted along with the tender for completing the project in **Nine** months along with fund flow required.
19. The contractor shall undertaken all building and site development works as per National Green Tribunal norms and guidelines set forth by NGT for construction works. The contractor shall follow strictly the norms and guide lines set forth by the local statutory bodies and authorities in addition to NGT norms. Any penalty imposed by NGT or statutory local authorities for not following their norms and guidelines shall be borne by the contractor.
20. The silt content in coarse sand and fine sand shall not be more than ten percentages.
21. Mandatory test for all building materials shall be undertaken and the result shall be entered into a register maintained at site. For the purpose of test a laboratory shall be set up at site by the contractor, results of such test shall be got approved by the Architect prior to put in use for execution. Any test which needs to be done through an outside agency or lab, the agency/ lab shall be got approved by the Architect prior to sending to the lab or agency. The testing charges shall be borne by the contractor.
22. The moisture content in teak wood shall not be more than twelve percentages.

**CONTRACTORS SIGNATURE**

**DATE:**

**ADDRESS:**

  
PRINCIPAL  
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DELHI-110007

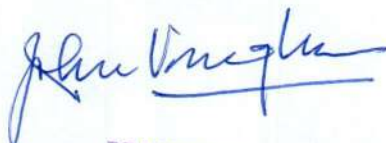




**NOTES:**

1. Contractors are advised go through the drawings prior to submission of tender.
2. All bills and measurement sheets shall be submitted in excel sheets both hard copy and soft copy in approved format.
3. Cement consumption statement shall be submitted along with each running bill and final bill.
4. Bar bending schedule for each R.C.C. item shall be submitted along with requirement of steel.
5. Theoretical consumption of steel shall be submitted with each running bill and final bill.
6. Photograph from different angles in 8"x10" size in duplicate shall be submitted along with running bills and four numbers of final photographs shall be submitted along with final bill to be got done through an approved photographer from different angles.

**Signature of Contractor with seal**

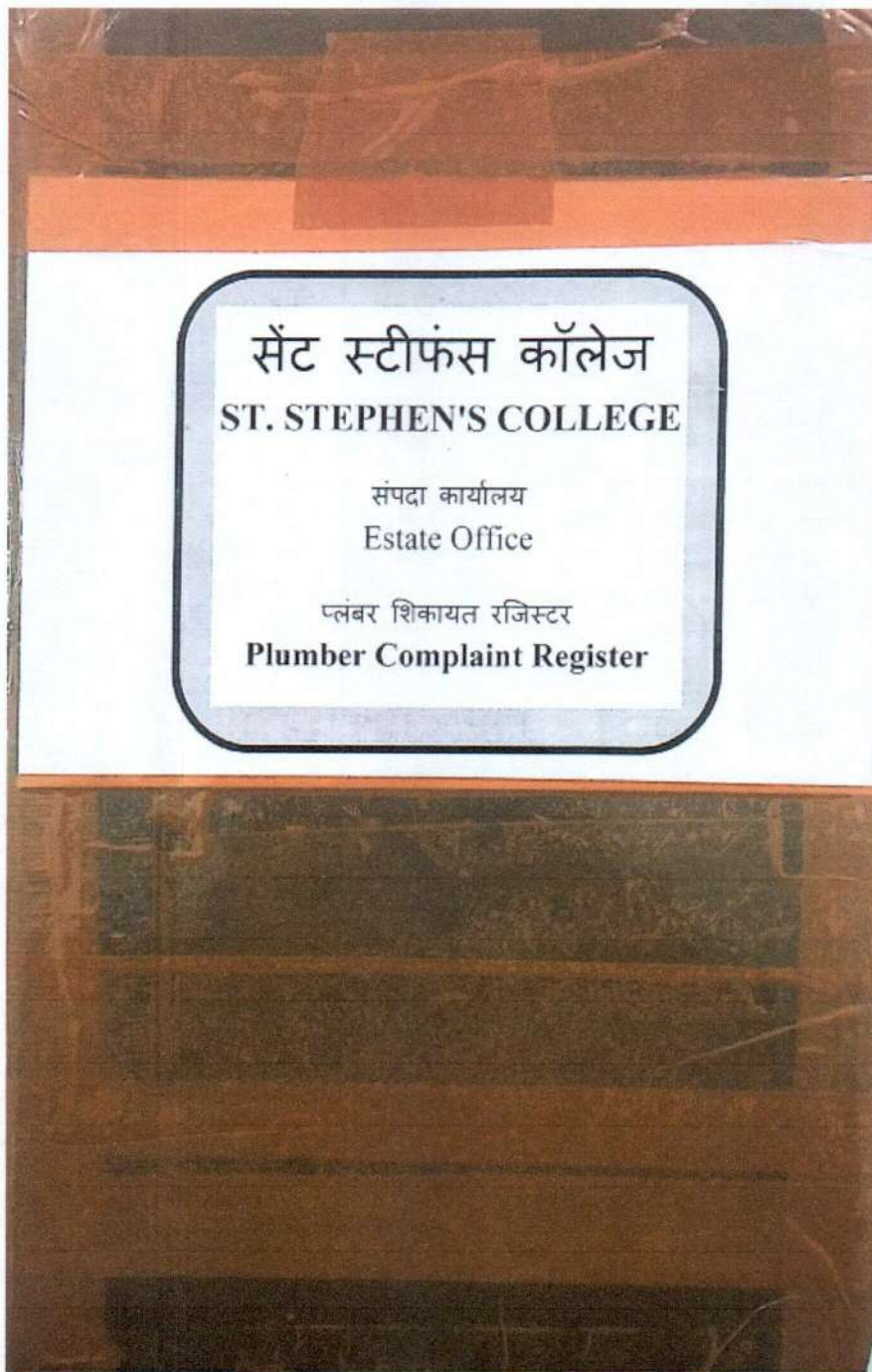
  
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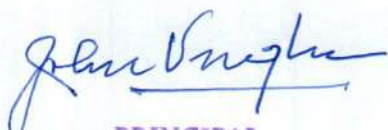






### 3. Copy of Plumbing complaint register



  
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## ST STEPHEN'S COLLEGE

## COMPLAINT REGISTER (RESIDENCE)

[illegible]

*John Vengle*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007





NAAC  
Assessment  
and  
Accreditation 2021



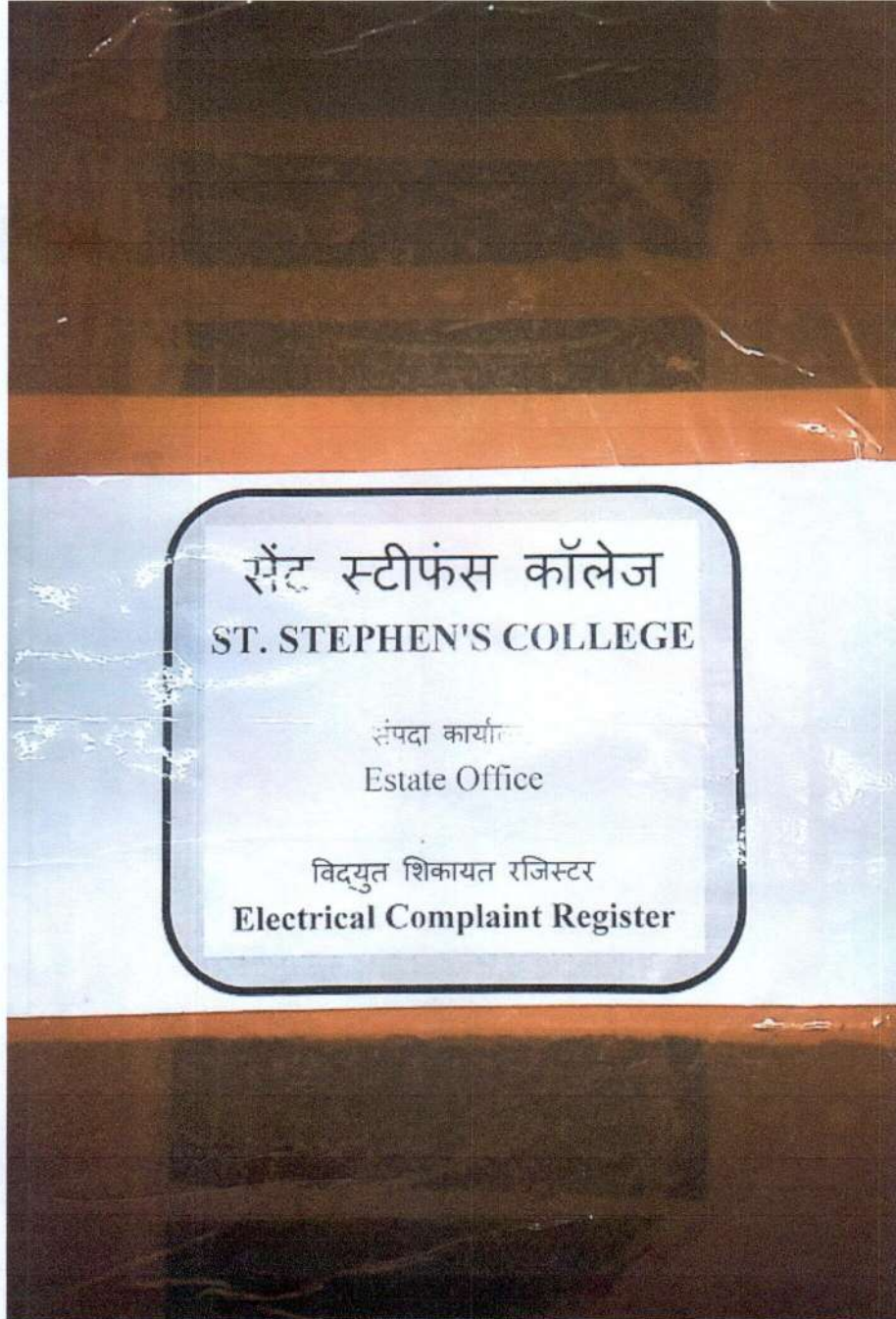
St. Stephen's College  
University of Delhi  
Delhi 110007

Phone: +91-11-27667200

E-mail: pstoprincipal@ststephens.edu

Website: www.ststephens.edu

#### 4. Copy of electrical complaint register



*John Vaughan*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







DATE	COMPLAINTS	WORK TO BE DONE BY
11/7/22	A-11 for change of staff member	
11/7/22	HAB - Fan N/W	
11/7/22	Admission Centre - ② light not working	
11/7/22	C-1 Block fan not working	
11/7/22	C-3 Tub light not working	
11/7/22	D-3 Tub light not working	
11/7/22	mess Tub light not working	
12/7/22	Salon to ghar bi Bijali Ghar	
12/7/22	hai H. D-43 Bad kharab hai	
12/7/22	T.C.R. Fan not working	
12/7/22	L.C.R. fan Sound	
12/7/22	Cafe the Back side light not working	
12/7/22	W-19 - tub light	
12/7/22	D-42 corner of 2nd floor	
12/7/22	W-8, Nubliet: Tub light not working	
13/7/22	Principals House network problem	
18/7/22	Cable Camera to photo room	
14/7/22	B-2 Board Switch & socket change	
11/7/22	Language office cold wiring problem	
11/7/22	Sports Building 4 Ceiling light change	
18/7/22	S.C.R. Loun pillar light	
11/7/22	Mess corner light	
11/7/22	Santosh Kumar Main outside light	
14/7/22	W. Loun pillar light Switch N/W	
11/7/22	Bank Cafe outside light	
11/7/22	B-5 Block corner light	

DATE	Items to be moved	REMARKS
11/7/22	By Mr. Sunil	
11/7/22	1 Register	
11/7/22	By Mr. Sunil	
11/7/22	old Fan	
11/7/22	1 Load Tub light By Mr. Sunil	
11/7/22	By Mr. Sunil	
11/7/22	1 Load tub light By Mr. Subir	
12/7/22	By Mr. Subir	
12/7/22	By Mr. Subir	
12/7/22	1 Cafeteria 10 fan Repair Mr. Sunil	
12/7/22	Mr. Sunil	
12/7/22	1 L.C.R. tub By Mr. Sunil	
12/7/22	By Mr. Sunil	
13/7/22	1 Station By Mr. Subir	
13/7/22	By Mr. Subir	
13/7/22	By Mr. Subir	
14/7/22	4 Switch & 1 socket 1 Register By Mr. Sunil	
14/7/22	By Mr. Sunil	
14/7/22	4 Light By Mr. Sunil	

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DELHI-110007







## 5. Copy of order and bills of procurement of ACs by estate office

### Procurement of New Split Air Conditioners for Main office.

The work renovation of main office is in progress. During the meeting held on 8/11/2017 it was decided to install 6 Nos split air conditioners, Two of 2 ton capacity and four of 1.5 ton capacity in the main office as per details is given below :

1. Administration Room	1.5 ton	1 No.
2. Accounts Section	1.5 ton	2 Nos.
3. Committee Room	1.5 ton	1 No.
4. Administration Room	2 ton	2 Nos.

Hitachi, Voltas, and Havells 1.5 ton and 2 ton split air conditioners are available in 3 star and 5 star rating. The cost of 1.5 ton / 2 ton air conditioners are as under approximately.

1. 1.5 ton 3 star	1 No.	Rs 43850
2. 1.5 ton 5 star	1 No.	Rs 49650
3. 2 ton 3 star	1 No.	Rs 53750
4. 2 ton 5 star	1 No.	Rs 57150

2 above rates are inclusive of GST with 3.5 mtr (Kit free) extra piping Rs 650 per meter, drain pipe Rs 110 per meter and 1500 installation charge 18% GST Extra.

Keeping in view of the cost and other factors like copper piping, drain pipe and install etc. It is proposed to install 3 star split Ac of 1.5 ton and 2 ton capacity.

Sr. No.	Item / Description	Qty.	Rate	Amount
1	1.5 ton 3 star AC	03 Nos.	Rs 43,850.00	Rs 1,31,550.00
2	2 ton 3 star AC	02 Nos.	Rs 53,750.00	Rs 1,07,500.00
3	Installation charges	06 Nos. AC	Rs 1500	Rs 9,000.00
4	GST@ 18% for items no. (3)			Rs 1,620.00
	<b>Grand Total</b>			<b>Rs 3,03,420.00</b>

- The quantities of piping drain pipe are approximate and will be paid as per actual measurement. A sum of Rs 3,03,420.00 may kindly be approved for procurement and installation of 06 no. AC for Main office.
- Submitted for your approval, please.
- If approve, we may call quotation for the same.

(Electric Consultant)  
J.L Bhatia

Bursar

Principal

(Quotations to be invited)

George Thomas  
(Estate Officer)

PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







## Kapoor Electric Works

Electrical, Air-Conditioning & Building Contractor

E-3, MANSAROVAR PARK, DELHI 110032

9312301610

9873573107

### QUOTATION

To,  
The Principal,  
St. Stephen's College,

Date : 16<sup>th</sup> March, 2018

Respected Sir,

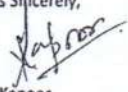
As per the discussion regarding the requirement of Split Air Conditioners, please find the below rates:


	Rates per Each Unit
<b>1. 1.5 Ton 3-Star Split Air Conditioner</b>	
1.1. HITACHI - RSC 318 HBD (2018 Model) with 4 Meter Connecting Copper Pipes, etc.	38,850.00
1.2. LLOYD - with 3 Meter Connecting Copper Pipes, etc.	30,850.00
1.3. VOLTAS - Model: 185JY/183JZ JI with Connecting Pipes(if included)	32,840.00
<b>2. 2 Ton 3-Star Split Air Conditioner</b>	
2.1. HITACHI - RMC 324 HBD (2018 Model) with 4 Meter Connecting Copper Pipes, etc.	49,485.00
2.2. LLOYD - with 3 Meter Connecting Copper Pipes, etc	41,850.00
2.3. VOLTAS - Model: 243ZYi with Connecting Pipes(if included)	46,140.00

### Conditions:

1. All rates are including with GST/each unit.
2. Cartage extra as applicable.
3. Others works and material will cost extra e.g. Installations.
4. Supply takes approx. 7 to 10 days after confirmation of order.

Thanking you,  
Yours Sincerely,

  
Lalit Kapoor  
(Kapoor Electric Works)

  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







Bill/Cash  
**Jai Mata Di**  
**BHATIA REFRIGERATION**  
Deals In :  
Repair and Assemble of Window Type, Air Conditioner, Split Unit, Refrigeration Equipment,  
Semi & Fully Automatic Washing Machine & Microwave Ovens  
A-228, Main Road Majlis Park, Azadpur, Delhi-110033 Ph : 27678766 (S) M : 9811367622  
Sub-Taxi No

Invoice No. 686 To The Honorable  
Name: ST. STEPHEN'S COLLEGE, DELHI-110007  
Address: ST. STEPHEN'S COLLEGE, DELHI-110007  
Dated: 20/3/18

**GENERAL** **CARRIER** **APROR** **KELVINATOR** **WHIRLPOOL**  
**AIR CONDITIONERS** **VOLTAS** **NAPOLEON** **SAMSUNG** **HOUSE APPLIANCES**  
**Electrolux**

S. No.	Particulars	Qty.	Rate	Amount Rs.	P.
①	hvac 1.5 Tons 3 STAR AIR COND WITH KIT	1	42,500	42,500	
②	hvac 1.5 Tons 5 STAR " " " "	1	48,500	48,500	
③	" 2 Tons 3 STAR " " " "	1	52,200	52,200	
④	" 2 Tons 5 STAR " " " "	1	56,900	56,900	
⑤	VOLTAS 1.5 Tons 3 STAR " " " "	1	35,500	35,500	
⑥	" 1.5 Tons 5 STAR " " " "	1	40,500	40,500	
⑦	VOLTAS 2 Tons 3 STAR " " " "	1	46,500	46,500	
⑧	" 2 Tons 5 STAR " " " "	1	52,500	52,500	
⑨	Wipro 1.5 Tons 3 STAR " " " "	1	31,500	31,500	
⑩	" 1.5 Tons 5 STAR " " " "	1	38,500	38,500	
⑪	" 2 Tons 3 STAR " " " "	1	42,500	42,500	
⑫	" 2 Tons 5 STAR " " " "	1	48,500	48,500	

THANKS FOR YOUR VISIT  
(TAX PAID)  
22/6/18 P.T.O.

**BHATIA REFRIGERATION**  
A-228, Main Road, Majlis Park,  
Azadpur, Delhi-110033 M/s BHATIA REFRIGERATION.  
Ph : 011-27678766 Mob: 9811367622

E. & O. E.  
Goods once sold can not be returned or exchanged.  
All disputes Subjects to Delhi Jurisdiction.  
Warranties & service obligations are manufacturer liability & responsibility.

*Principal*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







Bill/Cash  
Jai Mata Di  
8/5/12

## BHATIA REFRIGERATION

Deals In :  
Repair and Assemble of Window Type, Air Conditioner, Split Unit, Refrigeration Equipment,  
Semi & Fully Automatic Washing Machine & Microwave Ovens

A-228, Main Road Majlis Park, Azadpur, Delhi-110033 Ph. : 27678766 (S) M. : 9811367622  
9811367622

Invoice No. 687 Dated 22/3/12  
Name THE PRINCIPAL  
Address ST. STEPHEN'S COLLEGE, DELHI-110007

**GENERAL**  
AIR CONDITIONERS  
**Electrolux**

**Carrier**

**Agree**  
NAPOLEON

**Kelvinator**  
**SAMSUNG**

**Whirlpool**  
HOME APPLIANCES

S. No.	Particulars	Qty.	Rate	Amount	
				Rs.	P.
(13)	SPLIT AIR COND INSTALLATION CHARGES	1	1300	1300	
(14)	COPPER PIPE FOR EXTRA FITTING	1 meter	600	600.00	
(15)	DRAIN PIPE FOR EXTRA	1 meter	20	20.00	
(16)	COPPER CHARGE FOR DELIVERY	2 Pcs	600	1200	
(17)	NOTE THE QUANTITIES OF COPPER PIPE ARE APPROXIMATE AND WILL BE PAID AS PER ACTUAL MEASUREMENT				
(18)	THE ABOVE RATES ARE VALID TILL 31 MARCH 2012				
<p>22/3/12</p> <p>THANKS FOR YOUR VISIT (TAX PAID)</p>		<p>22/03/2012</p> <p><i>[Signature]</i></p>		<p><b>BHATIA REFRIGERATION</b> A-228, Main Road, Majlis Park, Azadpur, Delhi-110033</p>	
			TOTAL		

E. & O. E.  
Goods once sold can not be returned or exchanged.  
All disputes Subjects to Delhi Jurisdiction.  
Warranties & service obligations are manufacturer liability & responsibility.

For M/s BHATIA REFRIGERATION

*[Signature]*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







**Kings**  
**KINGS AIR-CONDITIONING**  
Sale & Service of : Room A/C, Split A/C, Refrigerator etc.  
7450406  
7123228

QUOTATION  
M-3/24, Model Town III,  
DELHI - 110 009  
Date: 21/03/2018

Ref. No.  
To the St. Stephen College  
Delhi - 7

Sir,

1	HITACHI 2Tn 3Star A/C	54700
2	HITACHI 1.5Tn 3Star A/C	45000
3	LLOYD 2Tn 3star A/C	45000
4	LLOYD 1.5Ton 3star A/C	34000
5	VOLTAS 2Tn 3star A/C	49000
6	VOLTAS 1.5Ton 3star A/C	38000
7	Split AirCondition Installation charge	1600
8	Copper pipe for Extra charge	900
9	Drain Pipe for Extra charge	130
10	Garage charge	1500

22/3/18  
22/03/2018  
R. V. Singh  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007

For Kings Air Conditioning  
PRG

*R. V. Singh*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







Comparative Statement of 1.5 Ton / 2 Ton Split AC for Main Office											
Kapoor Electric Works				Bhatia Refrigeration				Kings Air Conditioning			
1.5 Ton 3 star Split AC		2 Ton 3 star Split AC		1.5 Ton 3 star Split AC		2 Ton 3 star Split AC		1.5 Ton 3 star Split AC		2 Ton 3 star Split AC	
Sr. No.	Nomenclature	Qty.	Rate	Nomenclature	Rate	Nomenclature	Qty	Rate	Nomenclature	Qty	Rate
1	Hitachi- RSC 318 HBD (2018 Model) with 4 Meter Connecting Copper Pipes etc.	Each	38,850/-	Hitachi- RMC 324 HBD (2018 Model) with 4 Meter Connecting Copper Pipes etc.	49,485/-	Hitachi 1.5 3star Aircon with kit	01	42,500/-	Hitachi	01	45,000/-
2	Lloyd - with 3 Meter Connecting Copper Pipes, etc.	Each	30,850/-	Lloyd - with 3 Meter Connecting Copper Pipes, etc.	41,850/-	Lloyd 3 Star Aircon with kit	01	31,500/-	Lloyd	01	34,000/-
3	Voltas - Model: 185JY/183JZ II with Connecting Pipes (If included)	Each	32,840/-	Voltas - Model: 243ZY with Connecting Pipes (If included)	46,140/-	Voltas 3 Star Aircon with kit	01	35,500/-	Voltas	01	38,000/-
4	Copper Pipe		N/A					600/- per mtr / As per actual measurement			900/-
5	Drain Pipe		N/A					90/- per mtr			130/-
6	Installation charges		Extra					1300/- per each unit			1600/-
7	Cartage Charge		Extra as applicable					600/- per each unit			1500/-
8	GST and Taxes		Included					N/A			N/A
9	Validity		N/A					The above rates are valid till 31st march 2018			N/A
(L-1)											

On the basis of the Quotation Received, It has been decided to give the work order to M/s Kapoor Electric Works, as they quoted least (L-1).

*26/3/18*

*26/03/2018*

*26/03/18*

*Principal*

PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







St. Stephen's College  
Delhi 110 007  
India

SSC/EO/2018

27 March 2018

M/s Kapoor Electric Works  
R-30 D, Dilshad Garden  
Delhi-110095

I am happy to place the work order for the following work mentioned below:-

1. Lloyd 1.5 ton 3 star AC (Qty. 04) @ Rs 30,850/- each including all taxes.
2. Lloyd 2 ton 3 star AC (Qty. 02). @ Rs 41,850/- each including all taxes.

On the specification given on your quotation dated 22 March 2018 at the consolidate amount of Rs.  
207,100 (Two Lakh Seven Thousand One Hundred Only)

The following terms & conditions shall apply:-

- I. No Advance will be paid.
- II. Payment will be made on satisfactory of work.
- III. Payment will be made by Cheque/NEFT only, after complete of this work.
- IV. The bill may be raised in the name of "Principal, St. Stephen's college Delhi-110007.
- V. M/s Kapoor Electric Works will provide all service related details

Yours Sincerely

Principal

  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007






### 6. Copy of the duty chart of guards

Duty Roster of Security Guards From The Period of 14 February To 20 February 2022																													
Day and Date	Main Office			College Horse Gate 2			Allunit Gate			Rudra Gate			Allunit South		Rastra South		Rastra North		Science Gate		ICR		College House Gate 1		Round				
	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am	6am to 2pm	2pm to 10pm	10pm to 6am		
Monday 14/02/22	F.R.	Pascal Vicky-II	F.B.	Mursh	Smit	Kishin	F.B.	Mang	F.B.	Sagid	Ahhay	Dharman	Ran	Mohit	Nar	Kashyap	Rishab	Rishi	Bena	Kumar	Mentia	P.B.	Puran	Nareen	Vicky-I	Melu	Anwar	Melosh	Eby
Tuesday 15/02/22	Brijesh	Pascal Vicky-II	Naray	Mursh	Smit	Kishin	Ivan	Mang	Rani	Sagid	Ahhay	Dharman	Ran	Mohit	Nar	F.B.	Rishab	Rishi	Bena	Kumar	Mentia	F.B.	Puran	Nareen	Vicky-I	Melu	Anwar	Melosh	Eby
Wednesday 16/02/22	Brijesh	Pascal Vicky-II	Naray	F.B.	Smit	F.B.	Ivan	Mang	Rani	Sagid	Ahhay	Dharman	F.B.	Mohit	Nar	Kashyap	Rishab	Rishi	Bena	F.B.	Mentia	Puran	Nareen	Vicky-I	Melu	Anwar	Melosh	Eby	
Thursday 17/02/22	Brijesh	Pascal Vicky-II	Naray	Mursh	Smit	Kishin	Ivan	Mang	Rani	F.B.	F.B.	F.B.	Ran	Mohit	Nar	Kashyap	Rishab	F.B.	Bena	Kumar	Mentia	Puran	Nareen	Vicky-I	Melu	Anwar	Melosh	Eby	
Friday 18/02/22	Brijesh	Pascal Vicky-II	Naray	Mursh	F.B.	Kishin	Ivan	F.B.	Rani	Sagid	Ahhay	Dharman	F.B.	F.B.	Nar	Kashyap	Rishi	Rishi	Bena	Kumar	Mentia	Puran	Nareen	Vicky-I	Melu	Anwar	Melosh	F.B.	
Saturday 19/02/22	Brijesh	F.B.	Naray	Mursh	Smit	Kishin	Ivan	Mang	Rani	Sagid	Ahhay	Dharman	Ran	Mohit	F.B.	Kashyap	Rishi	Rishi	Bena	Kumar	Mentia	F.B.	Puran	Nareen	F.B.	Anwar	Melosh	Eby	
Sunday 20/02/22	Brijesh	F.B.	Naray	Mursh	Smit	Kishin	Ivan	Mang	Rani	Sagid	Ahhay	Dharman	Ran	Mohit	F.B.	Kashyap	Rishi	Rishi	Bena	Kumar	Mentia	F.B.	Puran	Nareen	F.B.	Anwar	Melosh	Eby	

[illegible]

College House Gate-1 : 2pm-7pm Same person will take round 7-10 pm

(Security Officer)

  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007





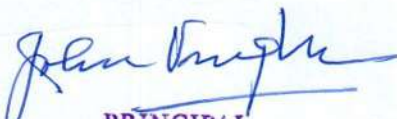


## 7. Copy of the duty chart of Gardeners and Housekeeping staff

On 01/6/2020

### COVID -19 (Lockdown) Periods

Sr. No	Name	In Time	Out Time	Location
1	Mr. Santosh Kumar	8am	5pm	Library and Mess Lawn XD, & IRC backside lawn.
2	Mr. Rajender Bahadur	8am	5pm	Hedge Cutting Mukherji west block.
3	Mr. Shesh Narayan	8am	5pm	College House and Nursery.
4	Mr. Lal Chand	8am	5pm	Hedge Cutting Mukherji east block.
5	Mr. Harish Kumar	8am	5pm	Science Block.
6	Mr. Harish Chandra Mishra	8am	5pm	Rudra North.
7	Mr. Titoo	8am	5pm	Rudra south.
8	Mr. Mohd. Saleem	8am	5pm	Constructing brick wall near café backside.
9	Mr. Mohd Chobuey	8am	5pm	College House
10	Mr. Santosh	8am	5pm	Rest.
11	Mr. Sabbir	8am	5pm	Organize all material with Masson like sand, bricks etc. for wall near café backside
12	Mr. Ramesh	8am	5pm	Cleaning roofs of science block.
13	Mr. Kanhaiya	8am	5pm	Helping with plumber.
14	Mr. Shiv bikh pal	8am	4:30pm	Mukherji east backside lawn area.
15	Mr. Nafees Ahmed	8:30am	5pm	Repair security light at café backside
16	Mr. Sunil Kumar	9am	5pm	Rest.
17	Mr. Sher Singh	8am	5pm	Science block.
18	Mr. Sarjit singh	8am	5pm	Hedge Cutting Mukherji east block
19	Mr. Shish Pal	8am	5pm	Hedge Cutting Mukherji west block.
20	Mr. Jamil ali	8am	5pm	Andrew's lawn.
21	Mr. Bhirgunath singh	8am	5pm	Chappell lawn.
22	Mr. Mukesh	9am	5pm	Dusting of Classrooms.
<b>House Keeping</b>				
1.	Mr. Rakesh	7am	4pm	Main Office corridor, Front area main office,
2.	Mr. Balwan	7am	4pm	On Leave.
3.	Mr. Vijay	7am	4pm	Mukherji east block, chapel area.
4.	Mr. Ramcharan	7am	4pm	All Nutt North Hostel.
5.	Mr. Rahul	7am	4pm	College house and Gymnasium.
6.	Mr. Rajesh	7am	4pm	Rudra north, Rudra south, karamchari near rudra gate
7.	Mr. Sanjay	7am	4pm	Mukherji west block, JCR, Front area main office.
<b>Daily Wagers</b>				
1.	Mr. Rajeev	7:30am	4pm	Sports building.
2.	Mr. Ramsewak	8:30am	5pm	Repair 10 chairs of classrooms, Repair 10 windows of All nutt north block, Break padlock of A-3 room.

  
**PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007**





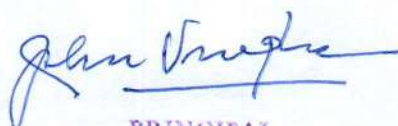


**8. Photographs of the tools used by the gardening staff**







  
PRINCIPAL  
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DELHI-110007







*John Hughes*

PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







*John Varghese*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007











*Principal*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







*Pran Vengle*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007







*John Vregh*  
PRINCIPAL  
ST. STEPHEN'S COLLEGE  
DELHI-110007

