

AMBEDKAR UNIVERSITY DELHI



CAMPUS DEVELOPMENT DIVISION

Lothian Road, Kashmere Gate, Delhi-110006

NIT No.	:-	01/CD/2019-20/AUD
Name of Work.	:-	C/o SVS Retail Lab (SPS) and other allied works at Karampura Campus of AUD (Composite work)
Estimated Cost.	:-	Rs 1,07,81,309/-
Earnest Money.	:-	Rs 2,16,000/-
Last date and Time.	:-	28/06/2019 Up to 3: 00 PM
Of Online Submission.		
Pre Bid Meeting.	:-	21/06/2019 at 11:00 AM AUD, Lothian Road, Kashmere Gate campus.
Bidders are requested to.	:-	(i) To Up load all documents i/c receipt of EMD deposit.
		(ii) Read all the terms and Conditions of the tender document carefully. Agency should only apply if Agency considers himself eligible and is in possession of all the documents required.

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AMBEDKAR UNIVERSITY DELHI

E- NOTICE INVITING TENDER

1. Percentage rate Tenders are invited for the work “ Construction of **SVS Retail Lab (SPS) and other allied works at Karampura Campus of AUD (Composite work)**” from tenderers who have carried out one /two/ three similar works’ of minimum 80 % / 60% / 40% value of estimated cost respectively in a single Contract for Central Government, State Government , Semi-Government Organizations or Public Sector Undertakings during the last seven years ending on the last date of the month previous to the date of receipt of tenders for Ambedkar University Delhi (AUD). Tenderers shall have to produce documentary evidence from the appropriate authority which shall be to the satisfaction of AUD of having satisfactorily completed the works of magnitude as stated above. Similar works means “**Construction of Multistoried Building including Civil, Electrical, Water Supply and Plumbing works** “
 - 1.1 Estimated cost of the work is Rupees 1,07,81,309/- (One Crore Seven Lac Eighty One Thousand Three Hundred Nine only) based on CPWD DSR 2016 and market rates. The earnest money will be Rs. 2, 16,000/- and the time allowed for carrying out the work will be Six Months.
 - 1.2 Intending tenderer is eligible to submit the online bid on or before 28/06/2019 Upto 3:00PM provided he has definite proof of the experience of similar works as per clause 1 above from the appropriate authority, to the satisfaction AUD and shall be opened on 28/06/2019 at 3:30PM.
 - 1.3 Each Bid must carry EMD as specified in clause 1.1 above must be submitted through ECS/RTGS/NEFT mode only to the following Bank Account. This Amount shall be refunded in case of rejection of the bid or alternatively adjusted/refunded.

Bank Details for submission of EMD through RTGS/NEFT :-	
AUD, Account No.	36488009896
Name of the AUD Bank	STATE BANK OF INDIA
IFSC CODE	SBIN 0005715
RTGS CODE	SBIN 0005715
BANK ADDRESS	INTER STATE BUS TERMINAL, KASHMERE GATE, DELHI 110006.
Bank code	05715

- 1.4 **List of Self Attested documents to be scanned and uploaded within the period of**
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Bid Submissions:-

- (i) (a) In RTGS/NEFT mode of payment, bidder must mention their details in the format given below on their letter head mentioning complete address, Mobile No./Telephone No./Email ID/ Along with the proof of payment to Bank.

Details of Bidders (Applicant)	
Account No.	
Name	< NIT No.> < Name of Work> < Closing date and time of tender>< Bidders Name>
Address	< Bidder Address and Contact No. Etc>

- (b) Proof of payment deposited in Bank

- (ii) Photocopy of PAN card.
- (iii) Experience / Completion certificates for similar works.
- (iv) Registration certificate under goods and Service Tax (GSTIN)
- (v) Proof of submission of latest GST return

1.5 Submission of hard copies of documents.

All the bidders shall submit the certified / attested copies of all the scanned and uploaded documents as specified above upto 3 P.M. on 28/06/2019 to the office of Director (Campus Development) room No. 57., Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-06. However, the Financial Bid consisting of bill of quantities shall be submitted by "ON LINE" mode only and hard copies of the financial Bid need not be submitted.

It may be noted that Financial Bid of only those Bidders shall be opened who have been technically Qualified as per the eligibility criteria given in the tender document.

2. The bid submitted shall become invalid if:-

- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including GSTIN Registration) as stipulated in the bid documents as per para 1.4 above
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
 - (iv) The lowest bidders does not deposit EMD as per para 1.3 and 1.4 above
 - (v) If a tenderer bidder quote nil rates against each item rate tender or does not quote any percentage above / below on the total amount of tender or any section / sub head in percentage rate tender the tender shall be treated as invalid and will not be considered as lowest tenderer.
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3. The site of work is available.
4. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents have been uploaded at e-procurement website <http://govtprocurement.delhi.gov.in>.
5. Earnest Money/ Bid security of Rs 2, 16,000/- in the manner as prescribed in para's 1.3 & 1.4 above and scanned copy to be uploaded on the e-tendering website within the period of bid submission.

A part of earnest money is acceptable in form of bank guarantee also. In such case, 50% of earnest money of Rs. 20 Lacs , whichever is less , will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of bank guarantee issued by a scheduled bank which is to be scanned and uploaded by the intending bidders .

6. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

In case the contractor fails to deposit the said performance guarantee within the period of 10 days, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor

7. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

8. The competent authority on behalf of the AUD does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
 9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 10. The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided cover all obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the work.
 11. The competent authority on behalf of AUD reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
 12. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
 13. The tenderer shall not permitted to tender for works in AUD if his relative is posted in grade of Assistant Registrar or above. He shall not intimate the name of persons who are working with them in any capacity or subsequently employed by him. A person shall be deemed to be a relative of another if they are a member of a Hindu Undivided family or they are husband and wife or the one is related to the other in the following manner – father,
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mother (Including step mother), Son (Including step son), Son's Wife, daughter (including step daughter), father's son, Son's wife, Son's daughter, Son's daughter husband, daughters husband, daughter' son, daughter's son's wife, daughters daughter, daughters daughter's husband, brother (including step brother , brother's wife, sister, sisters husband.

14. The tender for the work shall remain open for acceptance for a period of ninety days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
 15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (1) The notice inviting tender, all the documents including General conditions of contract, additional conditions, specifications etc. and drawings, if any, forming the tender as issued/uploaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 16. In case of any difference / ambiguity between English & Hindi version of any code of specification etc. English version shall prevail.
 17. The department shall deduct tax at source under Income Tax, Labour Cess etc. as applicable on the value of work done from each bill of the contractor as per prevailing Government instructions / orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant forms.
 18. If any information furnished by the applicant found incorrect at later stage, such agency will be liable to debar from tendering/taking up work. The department reserves the right to verify the particulars furnished by the applicant independently.
 19. The contractor whose bid is accepted will be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining registration with EPFO and ESIC within 15 days. No Running Account Bill shall be paid for the work till the applicable registration with EPFO and ESIC, whatever applicable are submitted by the contractor to the Engineer-in-Charge.
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20. The quoted rates of all items shall be inclusive of all taxes including Goods & Service Tax, Labour Cess etc. and nothing extra shall be payable on this account.
21. All blanks in various clauses of the General Condition of Contract have been grouped in this para and are filled in as below:
- (a) Clause -2
Specifications to be followed for execution of work- CPWD specifications with upto date correction slips and additional conditions & additional specifications enclosed.
- (b) Clause- 6(b)
The description of materials, issue rate both in figures and words, and place of delivery for the materials proposed to be issued by the Employer – *Not Applicable*
- (c) Clause – 8

Number, their qualifications and experience of technical staff and recovery rate

Sr.No.	Min. Qualification of Tenderer Representative at Site.	Discipline	Designation	Min. Experience	Number	Rates at which recovery shall be made. (In Numbers)	Rates at which recovery shall be made. (In Words)
	Civil Work						
1.	Graduate Engineer or Diploma Engineer.	Civil	Project Planning/ Site / Billing Engineer	02 Years or 5 years	1	Rs 15,000/-	Rs Fifteen Thousand Per Month.
	Electrical Work						
2.	Graduate Engineer Diploma Engineer.	Electrical	Project Planning Site / Billing Engineer	02 Years or 5 years	1	Rs 15,000/-	Rs Fifteen Thousand Per Month.

- (d) Clause 25

Gross amount of the work done together with net payment/adjustment of advances for materials collected, if any, since last such payment for being eligible for interim payment- Rs.20 Lacs

(e) Clause 26 (i)

(i) Authority in whose favor deposit at call receipt / banker's cheque/ demand draft/pay order has to be drawn – **Registrar , Ambedkar University, Delhi**

(ii) Authority in whose favor fixed deposit receipt is to be pledged **Registrar, Ambedkar University, Delhi**

(f) Clauses 11, 25, 26 and 28

SL. No.	Description	Remarks
1	Type of work	Original work
2	Deviation Limit beyond which clause 10.2 &10.3 shall apply for other than foundation work.	30%
3	Deviation Limit beyond which clause 10.2 &10.3 shall apply for foundation work.	100%
4	Mode of Measurement	Clause 25(i)
5	Other penalties	Nil

22. Tender received by post or courier shall not be entertained.
 - 23 Any change in Bid after opening of tender will not be allowed.
 - 24 The contractor shall submit the programme of execution of work within a week after taking over of the site and get it approved from the Engineer-in-Charge and strictly adhere to the same for timely completion of the project/work.
 - 25 The contractor shall have to make approaches to the site, if so required, and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
 - 26 The work shall be carried out in such a manner so as not to interfere or effect or disturb other works being executed by other agencies, if any.
 - 27 Any damage done by the contractor to any existing work shall be made good by him at his own cost, failing which the same shall be got done at his risk and cost.
 - 28 The work shall be carried out in a manner complying in all respects with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
 - 29 For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay extra amount to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulation and/or for any other reason
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- 33 Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on the boulders, stone aggregate, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the concerned Revenue Authority of the State or Central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.
 - 34 The contractor shall construct suitable godown at the site of work for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account
 - 35 The material such as cement, pig lead, cleaning chemicals, dry distemper, oil bound acrylic distemper, water proofing cement/chemical, paint, pigment etc. shall strictly be kept in double lock and key system to monitor their consumption. The material shall only be issued in presence of authorized representative of contractor.
 - 36 The contractor shall arrange for the transportation of all materials to the laboratory for testing as required to approve the Job Mix Formula at his own cost under the supervision of Engineer-in-charge or his authorized representative.
 - 37 In case of Percentage Rate Tenders, contractor shall fill up the usual performa, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities, he will be willing to execute the work.
 - a. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
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If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Competent Authority & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

- b. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

Co- DIRECTOR (TECH)



ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE ON between Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, a University established by the Government of the NCT of Delhi through an Act of the State Legislature in 2007 (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the University) of the one part and(hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the Employer is desirous of getting the work ofand has caused drawings, schedule of quantities and specifications describing the work to be prepared.

AND WHEREAS the said specifications and the schedule of quantities and other documents have been signed by and on behalf of the parties.

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

1. The Contractor shall upon and subject to the conditions hereinafter contained, execute and complete the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in all respects with the conditions, specifications, designs, drawings and instructions in writing. The time for completion of the work shall be 6 months and the date of commencement shall be reckoned after 10 days from the day of issue of letter of award of the tender.
 2. The Employer shall pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.
 3. This Agreement contains the following documents (pages 1-158) in addition to the articles of Agreement.
 - (i) Original Tender documents.
 - (ii) Other correspondence leading to the acceptance of tender.
 - (iii) Letter of acceptance of tender.
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In witness whereof the parties hereto have set their respective hands the day and year herein above written.

SIGNED BY, for and on behalf of the Employer.....

In the presence of

(1)

(2)

SIGNED BY Contractor

In the presence of

(1)

(2).....



III. GENERAL CONDITIONS OF THE CONTRACT

1. INTERPRETATION

- (a) This Contract shall comprise all that is contained in the Agreement and including those to which reference is made herein.
- (b) In construing the Contract documents, the Specifications, the Schedule of Quantities, Special Conditions, Other Conditions and Articles of Agreement, the words given below shall have the meaning herein assigned to these except where the subject or context otherwise requires.
- (c) Words imputing persons include firms and corporations, words imputing the singular only also include the plural and vice versa where the context so requires.
- (d) The headings are given to the clauses for convenience and will not limit the meaning or scope of the clauses in any way.

EMPLOYER: shall mean Ambedkar University Delhi through its Vice Chancellor or any officer authorized by the Vice Chancellor for the purpose and shall include its successors and assignees.

ENGINEER: shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the Contract

CONTRACTOR: shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such firm or company or the successors of such firm or company or heirs, executors, administrators and the permitted assignees of such individual or firm or company.

WORK OR WORKS: shall mean all work or works defined in the schedule of quantities, specifications and such other work or works as the Contractor may be entrusted with for carrying out under this Contract.

SITE: shall mean the site of the Contract work including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the Contractor's use.

COMPENSATION: shall mean all sums payable by way of compensation under any of the conditions and shall be considered as reasonable compensation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

2. DRAWINGS AND SPECIFICATIONS

- (a) The Contractor shall execute the whole and every part of the work in workmanlike manner as regards materials and otherwise in every respect in accordance with the schedule of quantities, specifications and shall also conform exactly, fully and faithfully to the design, drawings and instructions in respect of the work by the Engineer. The Contractor shall be furnished free of charge one copy of the Contract documents together with specifications, designs, drawings and instructions as are not included in printed publications referred to elsewhere in the Contract. The Contractor shall comply with the provisions of the Contract and execute and maintain the works with care and diligence and shall take full responsibility for adequacy, suitability and safety of all works and methods of construction.
- (b) Except for the items for which particular specifications are given or where it is specifically mentioned otherwise in description of items in the schedule of quantities the work shall be carried out in accordance with specifications specified at Para 21(a) of the Notice Inviting Tender (hereinafter referred as “Prescribed Specifications”). Wherever “Prescribed Specifications” are silent the latest IS codes /specifications’ shall be followed. The Contractor shall keep at his own cost “Prescribed Specifications” and the latest version of IS codes / specifications applicable to the work at site.
- (c) In case of any discrepancy or inadequacy the order of precedence in interpretation shall be as under:
- (i) Description of the items in schedule of quantities.
 - (ii) Drawings if referred in description of the items in schedule of quantities.
 - (iii) General Conditions of Contract and Notice Inviting Tender.
 - (iv) Additional Conditions/Special Conditions/ Other Conditions/ Additional Technical Specifications / Particular Specifications/Any other specifications/conditions attached with the Agreement.
 - (v) Prescribed Specification” referred above.
 - (vi) Latest version of IS codes / CPWD specifications.
 - (vii) International codes.
 - (viii) Best engineering practice.
- (d) All drawings shall be properly correlated before executing the work. The drawings and description of item of work in the schedule of quantities shall be properly correlated and in case of any discrepancy
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between the two the description of the item of work in the schedule of quantities shall prevail unless otherwise given in writing by the Engineer.

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- (a) The Contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the Contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the Contract or which may be necessary for carrying out the work and for the purpose of satisfying or complying to the requirements of the Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage thereof to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of carrying out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the Contractor and the expenses shall be deducted from any money due to the Contractor under the Contract and/or from his security deposit.
- (b) The Contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. If, however, piped water is supplied by the Employer, the Contractor shall pay for the water at one percent of the gross amount of the work done. . The Contractor shall make his own arrangement for water connection and laying of further pipelines from the source of supply of the Employer. It should be clearly understood that the Employer does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the Contractor to make alternative arrangement of water at his own cost in the event of any temporary breakdown in the water mains so that the progress of work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such break downs. However, if the Contractor is permitted to make his own arrangement to draw water from a well, hand pump, or a natural river or a pond of the Employer, no charges will be made for the water drawn from the same, but the Contractor will make good any damage done to the installations. The Contractor shall ensure that the quality of water used in the work conforms to BIS codes and provide for any treatment at his own cost.
- (c) The Contractor may be allowed to construct temporary bore wells in Employer's land for taking water for construction purposes only after he has got permission of the Employer in writing and after he
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obtains approval of statutory authorities. No charges shall be recovered from the Contractor on this account but the Contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the bore wells and shall restore the ground to its original condition after the bore wells are dismantled on completion of the work. Contractor shall furnish the test reports of water used during execution of work along with the documentary evidence in support of his own arrangement of water. In absence of supporting document one percent recovery shall be made.

- (d) The contractor shall make his own arrangement for electricity required for the execution of the work and nothing extra shall be paid for the same. However Engineer-in-Charge shall recommend the application of the contractor to the concerned departments for temporary electric connection. The contractor shall make necessary payment directly to the department concerned.

4. AUTHORITIES AND NOTICES

The Contractor shall conform to all regulations, all bye-laws of any corporation and of any electricity supply company and any other statutory authority and shall give all notices required as per said regulations or byelaws to the authorities and pay to such authorities all fees that may be chargeable in respect of the works and submit the receipt with the bill to the Engineer for reimbursement.

5. RATES TO INCLUDE ALL TAXES

- (a) Rates quoted by the Contractor shall include all taxes duties, levies octroi, toll tax, GST, royalties and all other taxes known by any name whatsoever in respect of this Contract and the Employer shall not entertain any claim whatsoever in this regard. However pursuant to the Constitution Forty Sixth Amendment Act 1982, if any further tax or levy is imposed by statutes, after the date of receipt of tenders and the Contractor thereupon necessarily and properly pays such taxes/levies the Contractor shall be reimbursed the amount, as per the rules on producing proof of payment so made, provided such payments, if any, is not in the opinion of the Employer attributable to delay in executing of work within the control of the Contractor.
- (b) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and further shall furnish such other information and documents as the Employer may require.
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- (c) The Contractor shall within a period of thirty days of imposition of any further tax or levy pursuant to the Constitution Forty Sixth Amendment Act 1982, give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.

6. PROVIDING OF MATERIALS

- (a) The Contractor shall, at his own expense, provide all materials, required for works other than those which are stipulated to be supplied by the Employer. All such materials shall be in conformity with specifications laid down or referred to in the Contract. The Contractor shall, furnish proof, to the satisfaction of the Engineer that the materials comply with specifications. The Contractor shall at his own expense and without delay supply to the Engineer samples of material to be used on the work. If required, the Contractor shall forthwith arrange to supply to the Engineer fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Engineer shall be obtained after the test results are received. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- (b) Description of materials, issue rate and place of delivery of the materials specified in para 21(b) of the Notice Inviting Tender shall be issued by the Employer and the Contractor shall procure such materials from the Employer as are from time to time required to be used by him for the purpose of the Contract only and the value of the materials incorporated in the work shall be deducted from any sums due to the Contractor under the Contract. All materials so supplied to the Contractor by the Employer shall remain the property of the Employer and the Contractor shall be the trustee of the materials so supplied and these shall not be removed from the site of the work on any account and shall be at all times open for inspection by the Engineer. The Contractor shall bear all incidental charges for cartage, storage and safe custody of the materials and against damage due to dampness, rain, sun, fire and theft. Any such material unused and in perfectly good condition in the opinion of the Employer on completion of work or termination of the Contract, or earlier shall be returned to the Employer at a place directed by the Engineer at the Contractor's cost and at rates stipulated in Para 21(b) of the Notice Inviting Tender but in case the Employer decides not to take back the materials, the Contractor shall have no claim on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.
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If for any reason there is delay or non supply of materials as specified in Para 21 (b) of the Notice Inviting Tender, the Contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price between his procurement price and price specified shall be paid to the Contractor.

- (c) After completion of the work or on determination /termination/foreclosure of the Contract, or at any intermediate stage in the event of non-reconciliation of materials issued/received, consumed and in balance, the theoretical quantity of cement to be used in work shall be calculated on the basis of a statement showing the quantity of cement to be used in different items of work provided in the schedule for the purpose printed by CPWD. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned schedule, or cannot be derived from this schedule, the same shall be calculated on the basis of a standard formula to be laid down by the Engineer. Over this theoretical quantity of cement shall be allowed a variation up to 2% plus/ minus. In the case the cement for the work is arranged by the Employer and if the difference in the quantity actually issued to the Contractor and the theoretical quantity including authorized variation on the plus side, if not returned by the Contractor shall be recovered at one and a half times the issue rate plus cost of cartage to site. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variation on minus side as stipulated above), the cost of quantity of cement not so used, shall be recovered from the Contractor at the issue rate plus cost of cartage to site in the case the cement has been arranged by the Employer and at the market rate plus cost of cartage to site in the case the cement has been arranged by the Contractor.
- (d) The provision of sub-clause (c) shall apply mutatis-mutandis in the case of steel reinforcement and structural steel sections (each diameter or section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by the Engineer, including lap pages, plus three percent wastage due to cutting into pieces. Over this theoretical quantity two percent plus/minus shall be allowed as variation due to wastage.
- (e) For any other material, the provision pertaining to working out the theoretical quantity and other aspects stated in sub-clause (c) shall be as per actual requirements.
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7. TESTING OF MATERIALS

The Contractor shall provide assistance, instruments, materials, labor and any other arrangement required for testing and checking of materials and workmanship as stipulated in the specifications and as required by statutory authorities at his own cost. The Employer has the right to appoint the testing authorities. The Contractor shall pay for the cost of test samples, its packing, transportation and testing fees. Failing his so doing, the same shall be provided by the Engineer at the expense of the Contractor.

The Contractor shall at his own expense, provide materials testing laboratory equipped with the required testing equipments at site of work for conducting routine field tests.

8. CONTRACTOR'S TECHNICAL STAFF, FOREMEN & WORKMEN

- (a) The Contractor shall give all necessary personal superintendence and employ technical staff and foremen during the execution of the work and with such reduced technical staff and foremen as long thereafter as the Engineer may consider necessary until the expiration of the defects liability period. The number of technical staff, their qualifications and experience, who shall be constantly in attendance of the work while the men are at work has been specified at Para 21 (c) of the Notice Inviting Tender. Any directions, explanations, instructions or notices given by the Engineer to such technical staff or foremen or any other authorized agent shall be held to be given to the Contractor.
 - (b) The Contractor shall provide and deploy on site only such technical staff and foremen who are skilled and experienced in their respective fields and who are competent to give proper supervision to the work. The Contractor shall provide and employ skilled, semiskilled and unskilled labor as shall be necessary for proper and timely execution of the work.
 - (c) The Engineer shall be at liberty to object to and require the Contractor to remove from the work any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is considered by the Engineer to be undesirable. Such person shall not be employed again at work site without the permission of the Engineer and the person so removed shall be replaced by a competent substitute.
 - (d) If the Engineer, whose decision in this respect shall be final and binding on the Contractor, is convinced that technical staff is not effectively appointed as required under clause 8(b) above or is
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effectively not attending or not fulfilling the provision of this clause, a non-refundable recovery shall be effected as under:

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 8(d)	
						Figures (in Rs.)	Words
	Civil work						
1.	Graduate Engineer or Diploma Engineer.	Civil	Project Planning/ Site / Billing Engineer	02 years Or 5 year	1	15,000/- p.m.	Fifteen Thousand Only
	Electrical work						
1.	Graduate Engineer or Diploma Engineer.	Electrical	Project Planning/ Site / Billing Engineer	02 years Or 5 year	1	15,000/- p.m.	Fifteen Thousand Only



9. DISMANTLED MATERIALS:

The Contractor shall treat all materials obtained during dismantling of a structure, services, sub-systems, installations, excavation as property of the Employer and such materials shall be disposed off in the best interest of the Employer according to the instructions issued in writing by the Engineer.

10. Deviations/ Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount

10.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge

10.2 Deviation, Extra Items and Pricing

For Project and original works

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of

the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

(B). for Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

10.3 Deviation Substituted items, Pricing

A. For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

10.4 Deviation Deviated quantities, Pricing

A. For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in tender document , the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration:

In the case of contract items, which exceed the limits laid down in tender document , the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:

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|-------|--|----------|
| (i) | If the Tendered value of work is up to Rs. 45 lac : | 30 days. |
| (ii) | If the Tendered value of work is more than Rs 45 lac and up to Rs. 2.5 Crore : | 45 days. |
| (iii) | If the Tendered value of work exceeds Rs. 2.5 Crore : | 60 days. |

10.5

A. For Project and original works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in tender document and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

B For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in tender document the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

10.6 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Competent Authority may authorize consideration of such claims on merits.

10.7 For the purpose of operation of contract agreement, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures : All works up to 1.2 metres above the ground level.

(iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.

(iv) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(v) For Roads, all items of excavation and filling including treatment of sub base.

10.8 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations

11. FAULTY MATERIALS, WORKMANSHIP, DEFECTS DURING DEFECT LIABILITY PERIOD

- (a) If it shall appear to the Employer or Engineer or other officers of the Employer's organization or officers of any organization engaged by the Employer for quality assurance or officers of the Chief Technical Examiner's Organization that materials brought to the site are not in accordance with the specifications or any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided for the execution of the work are unsound or of a quality inferior to that Contracted for or otherwise not in accordance with the Contract, or if any defects, shrinkage or other faults which may have appeared during the period of execution of work or further within the defects liability period which shall be twelve months from the date of completion, the Contractor shall on demand in writing which shall be made during the period of execution of work or until expiration of the defect liability period from the Engineer specifying the work, materials, articles, defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with other materials or articles as the case may be at the risk and cost of the Contractor. Provided always that nothing in this clause shall relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and conditions of the Contract, or from his liability to make good all defects.
- (b) In lieu of rectifying the work not done in accordance with the Contract, the Employer may allow such work to remain and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
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12. WORKS TO BE OPEN FOR INSPECTION

All works under execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Employer or the Engineer or their representatives or other officers of the Employer's organization or officers of any organization engaged by the Employer for quality assurance or officers of the Chief Technical Examiner's Organization and the Contractor shall at all times during the usual working hours, and at all other times for which reasonable notice of the intention of the Engineer to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Such facilitates of inspection and supervision shall also be made available at workshops, factories or other places where the materials are being prepared or constructed for the Contract and also at any place where the materials are lying or from where those are being obtained. Contractor shall obtain written permission of the Engineer if any work is to be done at a place other than the site of work. Except the representative of the statutory authorities and those mentioned above no other person shall be allowed on the work site at any time without the permission of the Engineer.

13. ASSIGNMENT OR SUB LETTING OR CHANGE IN FIRM'S CONSTITUTION

The Contract shall not be assigned or sublet without the written permission of the Employer, and if the Contractor shall assign or sub-let his Contract or attempts to do so or becomes insolvent or commences any insolvency proceedings or makes any composition with his creditors or attempts to do so or if any employee or person of the Employer's organization shall become in any way directly or indirectly interested in the Contract or in the case the Contractor is a partnership firm and changes its constitution without the written permission of the Employer or in the case the Contractor is an individual or Hindu Undivided Family business concern and enters into any partnership Agreement, without the written permission of the Employer and/or this partnership Agreement would have the right to carry out the work undertaken by the Contractor, the Employer shall have powers to take action specified in Clause 23 of the Agreement.

14. INDEMNITY AGAINST DAMAGES TO PERSONS, PROPERTY, STATUTES & PATENTS

- (a) The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards, speed limit boards, red flags, red lights and provide barriers and shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
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- (b) The Contractor shall be responsible for all injury to persons, animals or things, and for all damages, whether such injuries or damages arise from carelessness or accident. This clause shall be held to include inter-alia any damage to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths or bridges. The Contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injuries or damages as aforesaid and also in respect of any award of compensation or damages consequent upon such claim including legal costs.
- (c) The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the work complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (d) The Contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this Contract by an employee or representative of an employee of the Contractor or any subContractors employed by him for any injury to or loss of life of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- (e) The Contractor shall indemnify the Employer against all claims which may be made upon the Employer for acts during execution of the Contract by the Central Government or the State Government or any statutory authorities for non-compliance of any laws or regulations in respect of labour and apprentices directly or indirectly employed in the work under the Contract.
- (f) The Contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Employer.
- (g) The Employer shall be at liberty to deduct the amount of any damages, compensation costs, charges and expenses arising in respect of any such claim as aforesaid from any sums due or to become due to the Contractor or the security deposit.
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15. WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

- (a) Whenever any claim for payment of a sum of money arises out of or under the Contract or any other Contract against the Contractor by the Employer or Government or any Contracting person through Employer, the Employer shall be entitled to withhold and also have a lien to retain such sums in whole or in part from the security deposit or from any sum found payable or which at any time thereafter may become payable to the Contractor under the Contract or any other Contract with the Employer or Government or any Contracting person through the Employer and also have a lien over the same pending finalization or adjudication of any such claim by the Arbitrator or by the Court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding under the lien referred to above and duly notified as such to the Contractor.
- (b) For the purpose of this clause in the case the Contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount in whole or in part from any sum payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

16. AUDIT AND TECHNICAL EXAMINATION

The Employer shall have the right to cause audit and technical examination of the works and the final bill including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done or any work claimed to have been done but found not to have been done, the Contractor, shall be liable to refund the amount of overpayment and it shall be recovered from the security deposit or the sum already due or likely to become due or in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to be paid in respect of work executed by him, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

17. INCASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Employer shall have the option of determining the Contract without compensation to the Contractor.

18. FACILITIES TO OTHER CONTRACTORS

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the Contract. The Contractor shall afford all reasonable facilities to all Contractors, specialists and others who may be appointed by the Employer for executing any other work at the site of work.

19. COMPLIANCE TO LABOUR LAWS AND APPRENTICE ACT

The Contractor shall comply with all the provisions of the latest version of the Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970, Apprentice Act 1961 and rules and orders framed there under and other labour laws affecting the labour that may be in force or brought into force from time to time. Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under before commencing work and this license shall be kept renewed till the completion of work.

20. COMPENSATION FOR DELAY

- (a) The time for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be the essence of the Contract on the part of the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence.

 - (b) Further to ensure good progress during the execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the work before one-fourth of the time allowed under the Contract has elapsed; three-eighth of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourth of such time has elapsed. However for special jobs if a time schedule has been submitted by the Contractor and the same has been accepted by the Employer, the Contractor shall comply with the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent per week of delay, or such smaller amount as the Employer (whose decision in writing shall be final and binding) may decide for every day that the progress remains below specified or that work remains incomplete after the proper dates. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed 10 percent of the tendered cost.
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21. DAMAGE TO WORKS IN CONSEQUENCE OF NATURAL CAUSES OR HOSTILITIES OR WAR-LIKE OPERATIONS

- (a) The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the Employer and a completion certificate from him is obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of natural causes like rain, snowfall, floods or any other natural cause whatsoever or hostilities or war-like operations, the Contractor shall, when ordered in writing by the Employer, remove debris from the site, collect and properly stack in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provision of this Agreement for the work of clearing the site of debris, stacking of serviceable materials and for the reconstruction of all works ordered by the Employer. Such payment shall be in addition to compensation up to the value of the work originally executed before being damaged or destroyed. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Employer. The Contractor shall be paid for the damage/ destruction suffered and for restoration at the rates in accordance with the provision of this Agreement. The certificate of the Employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the Contractor.
- (b) Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (i) unless the Contractor had taken all such precautions against Air Raid as are deemed to be required by the ARP Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work.
- (c) In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

22. EXTENSION OF TIME

If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within thirty days of the date of occurrence of the event on account of which he desires extension as aforesaid, and the Employer shall, if in his opinion reasonable grounds have been shown thereof, authorize such extension of time if any, which may, in his opinion, be necessary or proper. Non-application

by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time for completion of work by the Employer.

In case the cost of work exceeds the tendered amount owing to variations the Contractor shall be entitled to an extension of time in proportion to the increased value of work.

23. WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:

(i) If the Contractor having been given by the Employer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the Contractor shall without reasonable cause delays or suspends the execution of work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or has failed to complete the work by that date.

(iii) If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract.

(iv) If the Contractor shall offer or give or agree to give to any person in Ambedkar University Delhi service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for Ambedkar University Delhi.

(v) If the Contractor shall enter into a Contract with Ambedkar University Delhi in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer.

(vi) If the Contractor shall obtain a Contract with Ambedkar University Delhi as a result of wrong tendering or other non-bonafide methods of competitive tendering or any other malpractice.

(vii) If the Contractor being an individual, or a firm and any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his 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 his estate or if a trust deed be executed by him for the benefit of his creditors.

(viii) If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.

(ix) If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:

- (a) To determine the Contract as aforesaid of which termination notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination, the earnest money deposit, security deposit already recovered and performance guarantee under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
 - (b) After giving notice to the Contractor to measure up the work of the Contractor and to take over unexecuted work out of his hand for its completion, the Contractor, whose Contract is determined, shall not be allowed to participate in the tendering process for the balance work.
 - (c) In the event of above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work
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thereof or actually performed under this Contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

24. SECURED ADVANCE AND MOBILIZATION ADVANCE

- (a) During the progress of the execution of the work, the Employer on application by the Contractor may allow the Contractor a secured advance for the materials brought at site and which in the opinion of the Engineer are likely to be incorporated in the work within the next three months and are non perishable and are in accordance with the Contract and are adequately stored and protected against damage by weather or other causes but which have not at the time of the advance been incorporated in the work. This advance shall be payable on signing an indenture by the Contractor in the form annexed at Annexure I and shall be limited to ninety percent of the assessed value of the materials, which shall take into account the market value and Contractors tendered rates for the finished items of work. When materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next interim payment made to the Contractor.
- (b) In respect of certain specialized and capital intensive works with tendered cost of Rs. Two crore and above, mobilization advance may be allowed to the Contractor limited to ten percent of tendered amount at ten percent simple interest, on specific request from the Contractor, to be released in not less than two installments. The mobilization advance shall be released after obtaining bank guarantee in the form annexed at Annexure II for the amount of advance to be released and valid for the Contract period. The bank guarantee shall be kept renewed to cover the amount of outstanding advance and interest for the likely period to complete recovery. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive. The recovery which shall be made from interim payments shall be commenced after ten percent of the work has been completed and the entire amount together with interest shall be recovered by the time eighty percent of the work is completed.

25. CERTIFICATES AND PAYMENTS

- (a) All measurements shall be taken jointly by the Engineer or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed by the Engineer and the Contractor or their representatives in token of its acceptance. If the Contractor objects to any measurements recorded, a note shall be made to that effect with reason and signed by both the parties.
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If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended, the Engineer shall not entertain any claim from the Contractor for any loss or damage on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing of three days or fails to countersign or to record objection within a week from the date of the measurements, then such measurements recorded in his absence by the Engineer or his representative shall be deemed to have been accepted by the Contractor.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements.

The Contractor shall give, not less than seven days' notice to the Engineer and shall obtain his consent in writing, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

The Engineer may cause either himself or through another officer to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated hereinabove shall be applicable to such checking of measurements.

- (b) No payments shall be made for a work of tendered cost of Rs One Lakh or less till the whole of the work shall have been completed and a certificate of completion given. But in the case of a work of tendered cost of more than Rs One Lakh, the Contractor shall, on submitting of the bill be entitled to receive monthly payment provided the gross amount together with net payment/adjustment of advance for materials collected, if any, since the last payment is not less than the amount specified at Para 21 (d) of Notice Inviting Tender. The certificate of the Engineer, to the sum payable, shall be final and conclusive against the Contractor. The Contractor shall submit bills on the printed bill form, obtainable from the Engineer, for the work done on the basis of measurements recorded as per sub clause (a) above. If the Contractor doesn't submit the bill within the time fixed as aforesaid, the Engineer may cause action to prepare the bill from such measurements. All such intermediate payments shall be
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regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer and Engineer under any of the conditions as to the final settlement and adjustment of the accounts or in any other way vary or affect the Contract.

- (c) The rates in the bills shall always be entered at the rates specified in the Agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the Agreement at the rates determined as per Clause 10. However in case of partially executed items of work, the Engineer at his discretion may allow part rates for such items of work whose decision or the rates so payable shall be final and conclusive.
 - (d) In the case of maintenance and operations Contract the running payments based on detailed measurements shall be made quarterly and intermediate monthly payments during the quarter shall be paid at the rates worked out on the basis of seventy five percent of the payment based on detailed measurements.
 - (e) In the case of likely delay in recording detailed measurements for making running payments, advance payment worked out at seventy five percent of the tendered rates for assessed quantities of work done on the basis of a certificate from the Engineer may be made by the Employer on receipt of an application from the Contractor. The advance payments so allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof.
 - (f) Advance payment not exceeding eighty percent of the net amount of the running bill under check in accounts may be made to Contractor against running account bill, on receipt of an application from the Contractor and on giving an undertaking by the Contractor to the effect that should the amount of advance paid to him is subsequently found to be more than the amount of the running account bill in respect of which the advance was paid, the amount overpaid will be refunded by contractor to Employer forthwith. The amount of advance shall be adjusted when payment of the running account bill is made, but no advance payment will be admissible in cases where the amount of advance payable works out to less than Rs. Twenty Thousand.
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- (g) The final bill on the basis of detailed measurements shall be submitted by the Contractor within two months of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed work is up to Rs. Ten Lakh and within six months if the same exceeds Rs. Ten Lakh of the submission of such bill. If there shall be any dispute about any items of the work then the undisputed items only shall be paid within the said period of three months or six months as the case may be.
- (h) Deduction at source from the running/final bills of the contractor in respect of income tax, works contract/sales tax and any other taxes shall be made by the employer as applicable from time to time.
- (i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the

corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in- Charge or his representative

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be

considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

26. PERFORMANCE GAURANTEE AND SECURITY DEPOSIT

- (a) The Contractor shall submit an irrevocable performance guarantee of five percent of the tendered amount in addition to other deposits mentioned elsewhere in the Agreement for his proper performance of the Contract within the period specified in the letter of acceptance. This period can be further extended by the Employer on written request of the Contractor stating the reasons for delay in procuring the performance guarantee to the satisfaction of the Employer. This guarantee shall be in the form of cash in case the guarantee amount is less than Rs. Ten Thousand, deposit at call receipt/ banker's cheque /demand draft /pay order/fixed deposit receipts in case the guarantee amount is less than Rs. One Lakh and deposit at call receipt/ banker's cheque /demand draft/pay order/ fixed deposit receipts/bank guarantee in accordance with the form annexed at Annexure III in case the guarantee amount is Rs One Lakh or more.
 - (b) The performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets extended, the Contractor shall get the validity of the performance guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Employer the performance guarantee shall be returned/refunded to the Contractor without any interest.
 - (c) The Employer shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of (i) failure by the Contractor to extend the validity of the performance guarantee as described hereinabove, in which event the Employer may claim the full amount of the performance guarantee and (ii) failure by the Contractor to pay Employer any amount due, either as agreed by the Contractor or determined under any of the clauses/conditions of the Agreement, within thirty days of the service of notice to this effect by Employer.
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- (d) The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Employer at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Employer by way of Security Deposit
- (e) Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by Employer by way of security deposit unless the Contractor has deposited the amount of security deposit at the rate mentioned above in cash or in the form of fixed deposit receipts or in the form of bank guarantee. The security deposit of the Contractor shall be held by the Employer until twelve months (six months in the case of works costing Rs Ten Lakh and below) after the date of completion of work or till the final bill has been prepared and passed whichever is later.
- (f) In case the final bill is not settled within twelve months (six months in the case of works costing Rs Ten Lakh and below) and the Employer is satisfied that the security deposit is not required for adjustment of Employer's dues or whatsoever dues either in this or any other Contract then this security deposit either in full or in part could be refunded at the discretion of the Employer
- (g) The security deposit as deducted above on request from the Contractor can be released against fixed deposit receipt on accumulation to a minimum amount of Rs One Lakh subject to the condition that amount of such fixed deposit receipts except the last one, shall not be less than Rs One Lakh and can be released against bank guarantee in accordance with the form annexed at Annexure IV, on its accumulation to a minimum of Rs. Five Lakh subject to the condition that the amount of such bank guarantee, except the last one, shall not be less than Rs. Five Lakh provided further that the validity of the fixed deposit receipt or bank guarantee including the one given against the earnest money shall be in conformity with the above provisions.
- (h) In case a fixed deposit receipt/bank guarantee is furnished by the Contractor to the Employer as part of the performance guarantee/security deposit and the bank goes into liquidation or for any reason is
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unable to make payment against the said fixed deposit receipt/bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional amount to the Employer to make good the deficit of such sum.

All compensations or the other sums of money payable by the Contractor under the terms of this Contract may be deducted from the security deposit or from the interest arising thereon or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of the security deposit being reduced by reason of any such deductions aforesaid, the Contractor shall within ten days make good in cash or other bank instruments.

- (i) The authority in whose favor the various bank instruments are to be drawn or pledged is specified at Para 21 (e) of the Notice Inviting Tender.

27. COMPLETION CERTIFICATE

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Engineer shall inspect the work. If there is no defect in the work the Employer shall furnish the Contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the Contractor shall have removed from the premises on which the work was to be executed all the scaffolding, surplus material, rubbish, and all huts erected for labour for execution of the works and cleared the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work was to be executed or of which he may had possession for the purpose of the execution thereof. If the Contractor shall fail to comply with requirements of this clause on or before the date fixed for inspection regarding the completion of the work, the Employer may at the risk and cost of the Contractor take action as he may think fit to get the work completed including rectification of all defects.

28. VARIATION IN CONTRACT VALUE DUE TO CHANGE IN PRICES

- (a) If the prices of materials not being supplied by the Employer and of labour required for execution of the work increase or decrease, the Contract value shall be varied for such increase or decrease as per details given below subject to that these provisions shall be only for the work done during the stipulated period of the Contract including such period for which the Contract is validly extended under the provisions of Clause 22 of Contract without levy of compensation under clause 20 of
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Contract and also subject to the condition that no such variation in Contract value shall be made for work for which the stipulated period of completion is eighteen months or less provided further that these provisions shall not be applicable to maintenance and operations Contract/maintenance Contracts/maintenance works

(i) The cost of work on which adjustment will be made shall be reckoned as below:

Gross value of work done up to the current quarter	(A)
Gross value of work done up to the previous quarter	(B)
Gross value of work done since the previous quarter (A-B)	(C)
Full assessed value of secured advance fresh paid in current quarter	(D)
Full assessed value of secured advance recovered in current quarter	(E)
Full assessed value of secured advance for which variation in Contract value is payable in current quarter (D-E)	(F)
Advance payment made during the current quarter:	(G)
Advance payment recovered during the current quarter:	(H)
Advance payment for which variation in Contract value is payable in the current quarter (G-H)	(I)
Extra items/deviated quantities of items paid as per clause 10 based on prevailing market rates during the current quarter	(J)
$M = C (+-)F(+-) I-J$	
$N = 0.85M,$	
Cost of material supplied by the Employer as per clause 6 and recovered during the current quarter	(K)
Cost of work for which variation in Contract value is applicable	$W = N - K$

(ii) Variation in Contract value on account of variation in prices for materials and labour shall be worked out as per the formula given below:

Variation in Contract value for component of materials

$VM = (WA/100) \times ((MI-Mio)/Mio),$ where

VM – is the Variation on account of variation in prices of materials

W- is the Cost of work worked out as given in sub-para (i)

A – is the Component of materials as percentage of total value of work and is predetermined as 75.

MI – are the Index numbers of wholesale prices for all commodities published by the Reserve Bank of

India for the period under reckoning

Mio – are the Index numbers of wholesale prices for all commodities published by the Reserve Bank of India related to the month of receipt of tenders.

Variation in Contract value for component of labour

$VL = (WB/100) \times ((LI - Lio)/Lio)$, where

VL – is the Variation on account of variation in prices of labour

W – is the Cost of work as worked out as given in subpara (i) above

B- is the Component of labour in percentage of the total value of work and is predetermined as 25.

LI – are the All India consumer price index numbers for industrial workers published by the Reserve Bank of India for the period under reckoning.

Lio - All India consumer price index numbers for industrial workers published by the Reserve Bank of India and related to the month of receipt of tenders.

Total variation in Contract value on account of variation in prices of material and labour = VM+VL

(b) The following principle shall be followed while working out variation in Contract value:

- (i) The variation in Contract value for prices shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of the three month after the month (excluding) in which the tender was accepted and thereafter at three month intervals. At the time of completion of work, the last period for payment might become less than three months, depending on the actual date of completion.
- (ii) The index (MI or LI) relevant to any quarter period shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last adjustment is less than three months, the index MI or LI shall be the average of the indices for the months falling within that period.

29. ARBITRATION

- (a) Except where otherwise provided in the Contract all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, specifications, estimates,
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instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Vice Chancellor, Ambedkar University Delhi or if there is no Vice Chancellor of Ambedkar University Delhi, the administrative head of the Ambedkar University Delhi at the time of such appointment who shall appoint the Arbitrator within thirty days of the receipt of request by either party. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason, the Vice Chancellor, Ambedkar University Delhi or Administrative head as aforesaid at the time of such inability or unwillingness to act shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The Cost of arbitration shall be borne equally by both the parties.

- (b) It is also a term of this Contract that no person other than a person appointed by the Vice Chancellor, Ambedkar University Delhi or the administrative head of Ambedkar University Delhi as aforesaid shall act as Arbitrator and if for any reason it is not possible the matter shall not be referred to arbitration at all.
 - (c) It is also a term of the Contract that the party invoking arbitration shall specify the disputes to be referred to Arbitrator together with the amount claimed in respect of each such dispute.
 - (d) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration reference under this clause.
 - (e) In all the court cases, the jurisdiction to decide any dispute arising out of or in respect of the contract shall be Delhi.
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SPECIAL CONDITIONS

(I) CEMENT AND STEEL

(1) General

- 1.1 The contractor shall, at his own expense procure and provide all materials including cement and steel required for the work.
- 1.2 The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- 1.3 All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
- 1.4 The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.
- 1.5 Contractor has to produce manufacturers test certificate for each lot of cement & steel procured at site.

(2) CEMENT:-

2.1 The contractor shall procure ordinary PortLand cement (OPC-43 grade) confirming to relevant BIS code as required in the work from reputed manufacturers of cement such as ACC, GRASIM, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Lafarge, CCI and J.K.Cement . Supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking, alongwith manufacturers test certificate for each lot. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS Codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so

2.2 The cement shall be brought at site in bulk supply of approximately 10 tones or as decided by the Engineer-in-Charge.

2.3 The cement godown of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the Contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

2.4 The cement shall be got tested by Engineer-in-Charge and shall be used on work only, after test result have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests, packing and transportation of test samples shall be borne by the contractor.

2.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as per contract conditions. The theoretical consumption of cement shall be worked out as per contract and shall be governed by the conditions laid therein.

2.6 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side) the cost of quantity of cement not so used shall be recovered from the contractor @ given in contract agreement . Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor. For non-scheduled items, the decision of the Competent Authority regarding theoretical quantity of the cement which should have been actually used, shall be final and binding on the contractor.

2.7 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

2.8 Damaged cement shall be removed from site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of the receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor

2.9 In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.

2.10 The cement in bags shall be stacked by the contractor in two godowns one for fresh arrival to be tested for quality and another already tested in use having weather proof roof and walls and on a proper floor consisting of two layers of dry bricks laid on well consolidated earth at a level at least 30 cm above the ground level. These stacks shall be in rows of two bags deep and 10 bags high with a minimum of 60 cm. clear space all round. The bags should be placed horizontally continuous in each

line as shown in the accompanying sketch given in CPWD Specification - 2009 Vol.I to Vol. II with

upto date correction slips. The sketch is only for guidance. Actual size / shape of godowns shall be as per site requirement and nothing extra shall be paid on this account.

2.11 Cement register for the cement shall be maintained at site. The account of daily receipts and issue of cement shall be maintained in the register by the contractor or his authorized agent & sign by authorized representative of Engineer-in-Charge.

2.12 Cement which is not used within 270 Days from its date of manufacture shall be tested at laboratory approved by the Engineer-in-Charge until the results of such tests are found satisfactory; it shall not be used in any work.

(3) . REINFORCEMENT STEEL:-

(3.1) The contractor shall procure TMT bars of Fe500 D grade from primary producers such as Rathi , Amba, Barnala, Kamdhenu

(a) The grade of the steel such as Fe500 D to be procured is to be specified as per BIS 1786-2008.

(b) The TMT bars procured from primary producers shall conform to manufacture's specifications.

(3.2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.

(3.3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not confirm to the specifications as defined under para (1a) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his own cost within a week time or written orders from the Engineer-in-Charge to do so.

(3.4) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

(3.5) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below



Size of bar	For consignment below 100 tonnes	For consignment above 100 tonnes
Under 10 mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part there of
10 mm to 16 mm One dia bars	sample for each 35 tonnes or part there of	One sample for each 45 tonnes or part there of
Over 16 mm dia bars	One sample for each 45 tonnes or part there of	One sample for each 50 tonnes or part there of

(3.6) The contractor shall supply free of cost the required steel bars for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor/departments in the manner indicated below:

- (i) By the contractor, if the result shows that the steel does not confirm to relevant BIS codes.
- (ii) By the department, if the result shows that the steel confirms to relevant BIS codes.

The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge

(4)HINDRANCE REGISTER

Extension of time and compensation for delay are subject to proper maintenance of hindrance register in the format prescribed as per the latest CPWD works manual.

(II) COMPLIANCE OF THE DIRECTIVE OF HON'BLE

NATIONAL GREEN TRIBUNAL & EIA GUIDANCE MANUAL

1. The contractor shall not store/dump construction material or debris on metaled road.
 2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
 3. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not release in air/ contaminate air.
 4. The contractor shall provide mask to ever worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
 5. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
 6. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
 7. The contractor shall compulsory use of wet jet in grinding stone cutting.
 8. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
 9. The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
 10. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
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11. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
12. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
13. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area at his own cost and no payment will be made on this account.



(III)

Malba Disposal

1. Contractor shall have to make himself fully acquainted with the procedure of dumping malba at authorized MCD dumping ground Jahangir Puri /Bhalaswa or as approved by Engineer-in-charge well in advance. No hindrance shall be entertain on this account.
 2. The malba shall be disposed/removed from the site within 72 hours from the time of intimation from the Engineer-in-Charge.
 3. For the purpose of removal of malba contractor shall have to make his own arrangement of adequate no. of vehicles required at the MCD authorized dumping ground including necessary registration of vehicles for this purpose. Nothing extra shall be paid on this account.
 4. The contractor shall intimate contact number/ mobile number of himself as well as of the supervisory staff who have to carry out this job of disposal of malba.
 5. All the dismantled doors, windows and other valuable material shall be stacked at the designated stack yard and would be disposed off periodically as per the direction of Engineer in charge
 6. All the building rubbish, malba would be stacked at the designated dumping yard within the premises area and it shall be disposed off within every 48 hours from the premises.
 7. During the execution of work, the dismantled building rubbish shall be shifted to the designated dumping area by mechanical means only. A winch of required capacity or other suitable arrangement for this purpose shall be installed. Similarly the supply of materials like cement, bricks, coarse and fine aggregates, tiles etc. to the various floors, under construction, would be done using that winch.
 8. Designated dumping area would be barricaded by the contractor at his own cost.
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(IV). Internal and External Electrical Works and LAN works.

A. General

All the works shall be carried out as per CPWD General Specification for Electrical Works, Part-I (Internal)-2013 Part-II (External)-1994; Part-IV (Sub-Station)-2013, amended up to date and should also comply with relevant provisions of the Indian Electricity Rules and Acts as applicable, amended up to date.

B. Drawings:

- (i) After award of the work, the firm will be required to submit the drawings for the proposed work including layout plan, conduit routes etc. Work will be carried out as per the approved drawings.
- (ii) The work shall be carried out in accordance with the drawings (if any) and the tender documents and also in accordance with modification thereto from time to time as approved by the Engineer-in-charge.
- (iii) All wiring diagrams shall be deemed to be 'Drawings' within they shall indicate the main switch board, the distribution boards (with circuit numbers controlled by them), the runs of various mains and sub mains and the position of all points with their controls.
- (iv) All circuits shall be indicated and numbered in the wiring diagram and the points shall be given the same number as the circuit to which they are electrically connected.

C. Conformity to IE act, IE Rules, and standards:

All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 1910 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise).

D. Inspection of materials and equipments:

- Materials and equipments to be used in the work shall be inspected by the departmental officers. Such inspection will be of following categories:
 - Inspection of materials / equipments to be witnessed at the Manufacturer's premises in accordance with relevant BIS /Agreement Inspection Procedure.
 - To receive materials at site with Manufacturer's Test Certificate(s)
 - To inspect materials at the authorized dealer's go downs to ensure delivery of genuine materials at site.
 - To receive materials after physical inspection at site.
 - Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall ensure that:
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- Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
- As and when the order is placed for the fittings/ fixtures, cables, switchgears', poles, rising main, other main items etc, its copy shall be endorsed to the Engineer-in-charge.
- The firm will be required to procure material like exhaust fans, MCB's & DB's, switches & sockets, wires & cables, conduits and switchgears' etc directly from the manufacturer/ authorized dealers to ensure genuineness & quality and as per the approved makes only. Proof in this regard shall be submitted by the contractor if required by the department.
- Inspection at factory or at go down of the manufacturer, as required, shall be arranged by the firm for a mutually agreed date. Certificate for genuineness of the fittings shall have to provided duly signed by the manufacturer's officer not below the rank of Regional Manager.
- Delivery of material shall be taken up only with the consent of department, after clearance of the material. Department shall reserve the right to waive inspection in lieu of suitable test certificate, at its discretion.
- Similarly, for fabricated equipments, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.

E. Ratings of components:

All components in a wiring installation shall be of appropriate ratings of voltage, current and frequency, as required at the respective sections of the electrical installations in which they are used.

All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded.

F. Conformity to standards:

All components shall conform to relevant Indian Standard Specifications wherever existing. Materials with ISI certification mark shall be preferred. Relevant Indian Standards including amendments or revisions thereof up to the date of tender acceptance shall be applicable in the respective contracts for respective items, firm to ensure its compliance.

G. Interchange ability:

Similar parts of all switches, lamp holders, distribution fuse boards, Switch gears, ceiling roses, brackets, pendants, fans and all other fittings of the same type shall be interchangeable in each installation.

H. Workmanship:

- Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.
- Proper supervision/skilled workmen: The contractor shall be a licensed electrical contractor of appropriate class suitable for execution of the electrical work. He shall engage suitably skilled/licensed workmen of various categories for execution of work supervised by supervisors / Engineer of appropriate qualification and experience to ensure proper execution of work. They will carry out instruction of Engineer-in-charge and other senior officers of the Department during the progress of work.
- Use of quality materials: Only quality materials of reputed make as specified in the tender will be used in work.
- Fabrication in reputed workshop: Switch boards and LT panels shall be fabricated in a factory/ workshop having modern facilities like quality fabrication, seven tank process, powder/epoxy paint plant, proper testing facilities, manned by qualified technical personnel. These shall be as per make / item approved.
- **Testing:** All testes prescribed in this General Specification, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the Engineer-incharge in prescribed Performa, forming part of the Completion Certificate.

I. Completion plan

- Locations of main switchboard and distribution boards, indicating the circuit numbers controlled by them.
- Position of all points and their controls.
- Types of fittings, viz. fluorescent, pendants, brackets, bulk head, fans, exhaust fans etc.
- Single line diagram of complete electrical system.

J. Guarantee

The installation will be handed over to the department after necessary testing and commissioning. The installation will be guaranteed against any defective design/workmanship. Similarly, the materials supplied by the contractor will be

guaranteed against any manufacturing defect, inferior quality. The guarantee period will be for a period of 12 months from the date of handing over to the department. Installation/ equipments or components thereof shall be rectified/ repaired to the satisfaction of the Engineer-in-charge. The firm will be required to submit guarantee of fans and fittings from the manufacturer to the department.

K. TECHNICAL SPECIFICATIONS

- The work shall be carried out strictly in accordance with CPWD specifications for Electrical Works 2013 (internal) and 1995 (External) as amended upto date and in accordance with Indian Electricity Rules, 1956, Indian Electricity Act, 1910 as amended upto date and as per instructions of the Engineer-in-Charge including as below and nothing will be paid extra.
 - All materials to be used on this work shall be ISI marked & shall be got approved from the Technical sanctioning authority/Engineer-in-Charge before installation at site unless otherwise not covered under ISI.
 - PVC insulated copper conductor wire used shall be multi-standard FRLS grade for which nothing extra shall be paid.
 - The work shall be carried out according to approved drawings/details and as per instructions of Engineer-in-Charge who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout. The work shall be executed by skilled person Licensed by the approved authorities.
 - All damages done to the building during execution of electrical work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this condition shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
 - The bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer-in-Charge. The programme of electrical works is to be coordinated in accordance with the building work and no claim for idle labour shall be entertained.
 - All the debris of the electrical works should be removed and the site should be cleared by the contractor immediately after the accruing of debris. Similarly any rejected material should be immediately cleared off from the site by the contractor.
 - The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
 - The size of conduit and wiring shall be got approved from the Engineer-in-Charge before taking up the execution.
 - The contractor shall make his own arrangement at his own cost for electrical / general tools and plants required for the work. Main Board and Main Distribution Board: The work shall be carried out according to the drawings / details are as approved by the Engineer-
-

in-Charge. The contractor shall have to get the samples approved before the whole lot is brought to site and it shall include all inter connections etc. All termination of electrical cables in panel / feeder pillars DB's, cable-looping box etc. shall have to be done with proper thimbles / lugs using crimping process. Copper thimbles / reducer shall be used for copper cable and Aluminium cable nothing extra will be paid for the same.

- All materials shall be supplied and used in items of works by the contractor should be of standard and approved quality. They should be got approved from the Engineer-in-Charge or his authorized representative before installation otherwise no payment will be made for an unapproved or rejected material used on the works and the same shall be removed at his cost from site or work.
 - The contractor shall have to prove bonafides of the make of materials by producing necessary documentary evidence. They are advised to obtain prior approval of Engineer-in-Charge for proposed make of material, before bringing material to site work.
 - Location of Light fixtures, cable routes etc. should be got approved from the Engineer-in-Charge before execution.
 - All interconnection in the panel, DB, cable-looping boxes shall be carried out with suitable cable commensurate with the current carrying capacity of incoming and outgoing cables complete with thimbles etc. as required for which nothing extra shall be paid.
 - All panels, DB's, cable-looping boxes will be numbered and marked with paint / name plate and nothing extra will be payable on this amount.
 - All MCB, MCCB, MCB, DB's, RCBO's, RCCB with DB's shall be of same make / manufacturer.
 - Modular Switch / Socket's / Plates / Computer outlet / Telephone outlet and all accessories shall be of the single make only be provided. The contractor shall have to make the edges around the boxes wherever required shall have to be made by the contractor for which nothing extra shall be paid. The galvanized metal box shall be of the standard thickness as the GI boxes besides other requirement.
 - All the material should be ISI Marked unless otherwise clarification is not available.
 - All concealed works shall have to be done in the presence of Engineer-in-Charge or his authorized representative.
 - The contractor shall make his own arrangement for carriage of material from store of the JE (E) to the site.
 - The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department.
 - Notwithstanding the schedule of quantities, all items of interrelated works considered necessary to make the installation complete and operative are deemed to be included shall be provided by the contractor at no extra cost.
 - The connection, inter connection, earthing and inter earthing shall be done by the contractor wherever required and nothing extra shall be paid on this account All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of
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Engineer-in-charge. In case contractor fails to comply with the instructions of the Engineer-in-charge, Engineer-in-charge shall be at liberty to get the work done by any other agency and recover such amount as paid to the other agency from the bill(s) of the contractor. Contractor shall have no claim, whatsoever, on the extent of such amount.

- The contractor shall have to provide the fish wire after removing the choking of the conduits. Even if subsequently the conduits are found choked, the choking will be get removed and / or the new conduits shall be provided at the risk and cost of the contractor.
 - The makes of material have been indicated in the list of acceptable makes. No other make will be acceptable. The material to be used in the work shall be got approved from the Engineer-in-Charge before use at site. The Engineer-in-Charge shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not as per specifications.
 - No material shall be brought to site without the approval of Engineer-in Charge. All fixtures and fittings shall be procured just before the installation.
 - Wherever ceiling roses are not required to be provided in the light/fan/exhaust fan points, due to site conditions, the contractor shall use suitable three pin connectors for which nothing extra shall be paid. Wiring shall be carried out with FRLS wires.
 - Contractor shall provide polythene/PVC plastic cover for all MDB's/SDB's/DB's, panels, feeder pillars etc to protect them from rust/damages, during execution of work till the work is actually completed and handed over to the department.
 - Makes of all items that are not covered in the schedule of work/additional specifications shall be got approved from the Engineer-in-charge and shall conform to relevant Indian Standard as applicable.
 - The contractor shall ensure that the staff employed by him for execution of the electrical work, possess the valid electrical license issued by competent authority. Consequences arising due to the default of the contractor in not complying with the above condition shall be the responsibility of the contractor.
 - Copper lugs shall be provided for terminating copper/aluminium/GI earth wire to all switchboards for which nothing extra shall be paid. All multi-stranded/ stranded wires shall be terminated through copper lugs.
 - All concealed work and earthing shall be done in the presence of the Engineer-in-charge or his authorized representative.
 - The schematic diagram/dimensional drawings of the various electrical cubical panels shall be got approved from the Engineer-in-charge before fabrication and shall comply with CAUD specifications and Indian Electricity Rules. The panels shall conform to IS: 8623/1993. All panels shall be powder coated inside out, in shade approved by the Engineer-in-charge.
 - All floor-mounted panels shall be mounted on 75mmX75mmX6mm thick M.S. channel on all the sides. It shall have a continuous earth bus of the same size and material as the main phase running continuously along the length of the panel extending on either side for earth connection.
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- The doors of all cubicle panels shall be hinged type including those of bus bar chambers and cable alleys. The locking shall be with chrome plated metal key locks. All doors shall be earthed with copper conductor wire as approved by the Engineer-in-charge.
 - The work shall be carried out according to drawing approved by the Engineer-in-charge. The layout once approved can only be changed by the Engineer-in-charge as per requirement at site. It shall be the responsibility of the contractor to plan the layout and get the approval from the Engineer-in-charge before laying the conduits etc.
 - The MCB should be of the same make as that of MCB DB's and having a minimum breaking capacity of 10 KA. Contractor shall obtain approval of the Engineer-in-charge before procurement of MCB DB's.
 - All model of modular accessories required for the work shall be got approved from the Engineer-in-charge from among the approved makes. The base plate shall be preferably in sheet steel or otherwise in unbreakable polycarbonate. The cover plates shall be screw less type in shade approved by the Engineer-in-charge.
 - Contractor shall have to check the Site Order Book for any instructions of the Engineer-in-charge or his authorized representative and sign the site order book. He shall be bound to ensure compliance with the instructions recorded there in.
 - MCCBs shall be used with terminal spreaders and all terminals shall be shrouded to avoid direct contact.
 - All measuring and indicating instruments shall be protected through MCB's and isolating switches.
 - General arrangement drawing of the switchboard shall be got approved from the Engineer-in Charge before commencement of manufacturing.
 - For the items like LT panels, feeder pillars and accessories, etc, the firm shall arrange for inspection in the factory and provide for all facilities for testing. The cost of the visit of Engineer-in-Charge or his representative shall be borne by department. However, firm will be responsible for arranging the inspections as required.
 - Conduit layout as per switching arrangement shall be prepared by contractor and got approved from the Engineer-in-Charge before slab casting.
 - Conduit and termination to SDB and main board adapter box i/c connection wires to MCB's inter connection between SDB and main board etc shall be included in the tendered rates and nothing extra shall be paid for the same.
 - The contractor shall provide junction boxes / looping boxes of required sizes and such boxes shall be measured as part of conduit / batten wiring without any extra payment.
 - M.S. dash fastener shall be used for installation of fittings and fixtures in ceiling and for providing suspenders for the angle support, conduiting, cable tray etc. for which nothing extra shall be paid.
 - All CI/metal boxes & junction boxes should be cleaned properly and painted from inside before wiring & fixing the accessories.
 - Cables:-
 - Cables shall be bought from manufacturer only as per approved NIT.
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- The length of the cables required shall be measured w.r.t. site condition and these shall be delivered in section of approved length only, to avoid jointing as far as possible.
 - Cable delivery shall be scheduled in consultation with department only.
 - All cable's shall be offered for inspection by department prior to dispatch, department reserve the right to wave of inspection so required in lieu of proper test certificates.
 - Maximum group control of five numbers lights will be made at site by the first/primary light point.
 - The LED chips in all the LED Fittings shall be made of Cree/Lumiled/Everlite/Nichia and driver should be in compliance with IC and relevant standards.
 - For LAN networking **PENTA SCANNING** of each node has to be made by authorized dealer and report has to be submitted to university.
 - The IPPBX license and IP phone should be compatible with the existing IPPBX sever located at AUD, Karampura campus.
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ELIGIBILITY CRITERIA FOR MAIN AGENCY WITH RESPECT TO ASSOCIATED ELECTRICAL AGENCY TO BE ENGAGED BY MAIN CONTRACTOR FOR EXECUTING THE ELECTRICAL SUBHEADS

1. For the different E&M subheads, the main contractor will have to engage the associate electrical contractor/specialized agency in the field as per following:-

a) In case of the electrical works for which the enlistment/annual prequalification is there and estimated cost of this package is within the monitory limit of the enlistment/annual prequalification then main firm will have to associate the enlist /annually pre-qualified firm in the respective filed of appropriate category/class.

b) In case, the estimated cost of the relevant subhead is beyond the enlistment/annual \P.Q limits OR it is the specialized work having no enlistment/Annual P.Q in CPWD, then the main firm will have to engage the associate firm who fulfills the set elegibility criteria as described below:-

i) The firm should have successfully completed similar works including capacity of the equipment required as applicable as per following, during the last 7 years ending upto previous day of last date of submission of tenders:-

Three similar works, each of value not less than 40% of estimated cost OR

Two similar works, each of value not less than 60% of estimated cost OR

One work of value not less than 80% of estimated cost

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

- i) **Turn over:** Average annual financial turn over should be at least 50% of the estimated cost, during the immediate last 3 consecutive financial year.
- ii) **Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of work.
- iii) The documents required in case of works having no enlistment /Annual PQ shall be as per enclosed proforma as in Form A,B & C.

2. After award of work and before the first milestone, the main contractor will have to submit Name /s of the proposed associate contractor (for each of the E&M works), who fulfil set eligibility criteria for the relevant sub-head. The documents will have to be submitted in detail as required, which will be checked as per \NIT for approval of the associate contractors. It will be essential that proposed electrical associate agencies qualify for each sub-head as eligibility criteria given in NIT.

3. The department reserves the right to allow the main firm to submit additional Documents /additional names of the associates in case of the deficiencies in documents or in case of no associate getting qualified in respect of certain subheads. The same will have to be complied with the main contractor within the time allowed. The decision of the department shall be firm & binding on the intending bidders.

4. The main firm should submit the willingness from eligible electrical contractors to get associated with them for execution of the electrical component of works in wholesome manner and as per the conditions set out in the MOU to be entered into, between the one who is awarded the work and the associated eligible electrical contractor.

5. In support of the eligibility conditions of the proposed associated electrical contractor, copy of their registration documents, Electrical Contractor's License, Sales Tax documents, eligibility documents the eligibility by competent authority. Such associate electrical contractor will certify that they are not debarred as on the day of application for sale of tender.

6. In event of the concerned E&M agency not performing satisfactorily or failure of associate/subcontractor to complete the E&M work, the main contractor on the written direction of the department, shall remove the Associate/sub-contractor deployed on the work and shall submit name of new associate who fulfills the conditions mentioned in NIT to execute the leftover work without any loss of time or variation in cost to the department in this regard. Such associates shall also enter into Agreement with the main tenderer shall meet all the guarantee for the equipments already supplied for which payment has been released by the department in part. If any equipment supplied for the work, during the currency of the earlier Associate/sub-contractor and paid partly by the department becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of E&M work, the main contractor shall be liable for replacement of the equipment(S) at no cost to Department, No change of Electrical Contractor will be allowed without prior approval of the Chief Engineer, Education Projects.

7. Engineer (E) shall be the Engineer-in-charge as far as electrical works are concerned.

8. The main contractor shall be responsible and liable for proper and complete execution of the Electrical work and ensure coordination and completion of both civil and electrical work.

9. The main contractor has to enter into agreement with contractor(s) associated by him for execution of E&M subheads. Copy of such agreement shall be submitted to Engineer in charge (E) in charge as well as to Engineer I n charge (C) In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him. **Running payment for the minor component shall be made by Engineer-in-charge of the discipline of minor component directly to the contractors associated for minor component as per prevailing rule of CPWD works manual.**

10. The associate or sub-contractor shall attend the inspection of the work by the Engineer-in- charge of E&M works as and when required. The agencies executing the electrical work should have valid license for LT/HT as applicable and as described in eligibility criteria.

11. The main firm should either himself meet the eligibility conditions for the respective E&M packages or otherwise he will have to associate an agency meeting the eligibility requirements given above. It will have to use willingness certificate for each of the component of the Electrical work for Associate agencies by clearly indicating the applicable component of the work.

12. Verifiable completion certificates of the work of registration/eligibility documents as the case may be, duly attested by the applicant shall be submitted. Valid Electrical Contractor' license, as the case may be, duly countersigned by the applicant as well as signed by the associate contractors shall also be submitted.

Self attested Goods and Service Tax registration documents in respect of the associated agencies as well as signed by associate firms shall be submitted along with the Tender documents.

MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN

(Separate for each sub head of E&M work)

1] M/S [Name of the firm with full address]
[Henceforth called the main contractor]

And

2] M/S [Name of the firm with full address]
[Henceforth, called Associated Electrical Contractor or Electrical Contractor]

For the execution of Electrical Work:

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended upto date] and the department can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. In case of any dispute, either of us will go for mediation/arbitration by the competent Authority, AUD. Any of us may appeal against the mediation/arbitration to competent Authority, AUD his decision shall be final and binding on both of us.

We have agreed as under:

1 The electrical contractor will execute all electrical works in the wholesome manner as per terms and conditions of the agreement. The electrical contractor shall be paid as per standard procedure followed by the department and the agreement between parties. Any type of internal transaction between the electrical contractor and the main contractor shall be as per their convenience and mutual understanding without involving the department.

2 The electrical contractor shall be liable for disciplinary action if he failed to discharge the action[s] and other legal action as per agreement.

3 All the machinery and equipments, tools and tackles required for execution of the electrical works, as per agreement, shall be the responsibility of the electrical contractor.

4 The site staff required for the electrical work shall be arranged by the electrical contractor as per terms and conditions of the agreement.

5 Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor and by Associated Contractor himself.

6 All the correspondence regarding execution of the electrical work shall be done by the Department with the Associated Contractor with a copy to the main contractor. In case of noncompliance of the provisions of

agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

Name of SH to be indicated by firm

SIGNATURE OF MAIN CONTRACTOR

SIGNATURE OF ASSOCIATED ELECTRICAL
CONTRACTOR.

Date

Date

Place

Place

COUNTERSIGNED

AMBEDKAR UNIVERSITY DELHI



FORM-K

WILLINGNESS CERTIFICATE

(Separate for each sub head of E&M work)

Name of work:

I hereby give my willingness to work as electrical contractor for the above mentioned work.

I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-Charge. Also I will employ full time technically qualified supervisor for the works. I will attend inspection of officers of the department as and when required.

Dated:

SIGNATURE OF MAIN CONTRACTOR

SIGNATURE OF

SIGNATURE OF ASSOCIATED

ELECTRICAL CONTRACTOR WITH

REGISTRATION

Date

Date

Place

Place



Annexure I

Indenture for Secured Advances

THIS INDENTURE made on ____ day ofbetween Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, a University established by the Government of the NCT of Delhi through an Act of the State Legislature in 2007 (hereinafter referred to as the Employer, which expression shall include its successors and authorized officers) of the one part and.....

.....Address.....

(Hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) of the other part.

AND WHEREAS the Employer has entered into an Agreement for execution of the work of (Hereinafter called the said Agreement).

AND WHEREAS the Contractor has applied to the Employer as per provisions in the Agreement that he be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the work for use in the construction of work

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees..... on the aforesaid security and has reserved to himself the option of making any further advance on security of aforesaid nature, the quantities and other particulars of the materials on the security of which the advance is made being detailed in the running account bill for the said work, signed by the Contractor.

NOW THIS INDENTURE WITNESSES that in pursuance of the said Agreement and in consideration of the sum of Rs..... on or before the execution of these presents paid to the Contractor by the Employer and of such further advances as may be made to him as aforesaid, the Contractor does hereby covenant and agree with the Employer and declare as follows.

1. That the material detailed in the running account bill which have been offered and all other materials that shall be offered (hereinafter called the said material) and have been accepted or shall be accepted by the Employer as security shall be absolutely the Contractor's property and free from encumbrances and the Contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid or shall be made to him later. The said materials shall be used by the Contractor solely in the execution of the work in the terms of the said Agreement and shall not on any account be removed from the site of work without written permission of the Employer.
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2. That the Contractor shall make at his own cost all arrangements for the proper security, safe custody and protection of the said materials and that until used in construction, the said materials shall remain at the site of work in the Contractor's custody and shall at all times be open to inspection by the Employer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the Contractor shall forthwith replace the same with other materials of like quality or repair and make well the same as required by the Employer.
3. That the Employer will be at liberty to make recovery from the Contractor's running account bills deducting therefrom the value of the said materials then actually used in construction at the rates at which amounts of advances have been made.
4. That in the case of determination of Contract the total amount of outstanding advance shall immediately on demand from the Employer be paid by the Contractor to the Employer provided further that if the outstanding advance is not paid by the time stipulated in the demand notice, the Employer may at any time thereafter adopt all or any of the following courses -
 - (a) Seize and utilize the said materials or any part thereof in the completion of the work and debiting the Contractor with the actual cost of effecting such completion plus fifteen percent to account for Contractor's profit and overheads the amount due in respect of advance under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said Agreement. If the balance is against the Contractor, he shall pay the same to the Employer on demand.
 - (b) Seize and sell by public auction the said materials or any part thereof and out of the moneys arising from the sale, retain all the sums payable to the Employer and pay the surplus, if any, to Contractor.
 - (c) Deduct all or any part of the money owing out of any sum due to the Contractor under the said Agreement.
5. That in the event of any conflict between the provisions of these presents and the said Agreement, the former shall prevail and all disputes or differences arising over the effects of these presents shall be settled as per provisions in the said Agreement.

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year written above.

SIGNED BY the Contractor

In the presence of

(1) (2).....

SIGNED BY, for and on behalf of the Employer.....

In the presence of

(1) (2).....



Annexure II

Form for Bank Guarantee for Mobilization Advance

In consideration of Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, a University by the established Government of the NCT of Delhi through an Act of the State Legislature in 2007 (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers) having entered into Agreement with.....ad dress.....(hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) for the work of(hereinafter called “the said Agreement”) and having agreed on application from the Contractor to allow mobilization advance on production of an irrevocable bank guarantee for Rs(Rupees.....only) as a security/guarantee from the Contractor for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

1. We (indicate the name of the Bank) (Hereinafter referred to as the said Bank) hereby undertake to pay to the Employer the amounts due and payable under this guarantee not exceeding Rs (Rupees..... only) without any demur, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us for making such payment.

3. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.

4. We, the said Bank, further agree that the Employer shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor, and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor

6. We, the said Bank, lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

7. This guarantee shall be valid up tounless extended on demand by the Employer. Notwithstanding anything mentioned above, the liability of the said Bank against this guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of..... for (Indicate the name of the Bank)

Annexure III

Form of Bank Guarantee for Performance Guarantee

In consideration of Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, a University established by the Government of the NCT of Delhi through an Act of the State Legislature in 2007 (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the Ambedkar University Delhi) having offered to accept the terms and conditions of the proposed Agreement between the Employer and

.....
address.....(hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) for the work of (hereinafter called “the said Agreement”) and having further agreed that on production of an irrevocable bank guarantee for Rs.....(Rupeesonly) as a security/guarantee towards the performance guarantee from the Contractor for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

1. We (indicate the name of the Bank) (hereinafter referred to as the said Bank) hereby undertake to pay to the Employer the amounts due and payable under this guarantee not exceeding Rs (Rupees..... only) without any demur, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us for making such payment.

3. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.

4. We, the said Bank, further agree that the Employer shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor, and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor

6. We, the said Bank, lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

7. This guarantee shall be valid up tounless extended on demand by the Employer. Notwithstanding anything mentioned above, the liability of the said Bank against this guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of..... for (Indicate the name of the Bank)

Annexure IV

Form for Bank Guarantee towards Security Deposit

In consideration of Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, a University established by the Government of the NCT of Delhi through an Act of the State Legislature in 2007 (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the Ambedkar University Delhi) having entered into Agreement with.....address....., (hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) for the work of (hereinafter called “the said Agreement”) having agreed to accept an irrevocable bank guarantee for Rs..... (Rupees.....only) as a security/guarantee from the Contractor in lieu of security deposit for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

1. We(indicate the name of the Bank) (hereinafter referred to as the said Bank) hereby undertake to pay to the Employer the amounts due and payable under this guarantee not exceeding Rs (Rupees..... only) without any demur, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us for making such payment.

3. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.



4. We, the said Bank, further agree that the Employer shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor, and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor

6. We, the said Bank, lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

7. This guarantee shall be valid up tounless extended on demand by the Employer. Notwithstanding anything mentioned above, the liability of the said Bank against this guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of..... for (Indicate the name of the Bank)

Annexure V

Form of Bank Guarantee for Earnest Money

In consideration of Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, a University established by the Government of the NCT of Delhi through an Act of the State Legislature in 2007 (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the Ambedkar University Delhi) having invited tenders for the work of (hereinafter called “the said tender documents”) in which the terms and conditions for the tender process and execution of work have been laid down and (name of tenderer and address), (hereinafter referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) intending to participate in the tender process and Employer having agreed to accept an irrevocable bank guarantee for Rs.....(Rupees.....only) as a security/guarantee from the Contractor in lieu of earnest money deposit for compliance of his obligations in accordance with the terms and conditions in the said tender documents.

1. We(indicate the name of the Bank) (hereinafter referred to as the said Bank) hereby undertake to pay to the Employer the amounts due and payable under this guarantee not exceeding Rs (Rupees..... only) without any demur, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us for making such payment.

3. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Contract as per the said tender documents, and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said tender documents have been fully paid, and its claims satisfied or discharged, or till the Employer, certifies that

the terms and conditions of the said tender documents have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.

4. We, the said Bank, further agree that the Employer shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the tender documents or to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor, and to forbear or enforce any of the terms and conditions relating to the said tender documents, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

6. We, the said Bank, lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

7. This guarantee shall be valid up tounless extended on demand by the Employer. Notwithstanding anything mentioned above, the liability of the said Bank against this guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of..... for (indicate the name of the Bank)

GUARANTEE BOND

- 1. Water Proofing:** Ten years guarantee bond in prescribed proforma attached at annexure-VI herewith shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability/ liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the main contractor.

(Five percent) of the cost of water proofing work shall be retained as security deposit and the amount so withheld would be released after ten years from the date of completion of the entire work under the agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

However, the security deposit deducted may be released in full against bank guarantee of equivalent amount in favour of Engineer-in-Charge, if so decided by the Engineer-in-Charge.

The security deposit against this item of work shall be in addition to the security deposit mentioned elsewhere in contract form.

- 2. Aluminium Work:** All aluminum work shall carry two years guarantee after completion of the work against water leakage, unsound material and workmanship and defective anodizing as per guarantee bond at annexure-VII

Two years guarantee in prescribed proforma attached at Annexure-II must be given by the specialized firm, which shall be counter signed by the contractor, in token of his overall responsibility in addition 10% (Ten percent) of the cost of these items would be retained as guarantee to which the performance of the work done. The cost guarantee against this item of work shall be in addition to the security deposit mentioned elsewhere in the contract form. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days, and if not attended to the same will be got done from another agency at the risk and cost of the contractor. However, this security deposit can be released in full, if bank guarantee of equivalent amount for two years is produced and deposited with the department.

Annexure VI

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.

The agreement made this..... day of Two Thousand betweenS/o(hereinafter called the GUARANTOR on the one part) and the PRESIDENT OF INDIA (hereinafter called the Government on the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR ON THE ONE PART AND the Government on the other part whereby the contractor inter alia undertook to render the building and structures in the said contract completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain water and leak proof, for Ten years from the date of giving water proofing treatment.

NOW THE GUARANTOR hereby guarantee that work executed by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be Ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing or commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-Charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator and by for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :-

1. 2.

SIGNED FOR AND BEHALF OF THE PRESIDENT OF INDIA BY in the presence
of :-

1. 2.



ANNEXURE-VII

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ALUMINIUM WORK

The agreement made this..... day of Two Thousand betweenS/o(hereinafter called the GUARANTOR on the one part) and the PRESIDENT OF INDIA (hereinafter called the Government on the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR ON THE ONE PART AND the Government on the other part, whereby the contractor inter alia, undertook to render the work in the said contract structurally stable, leak proof and sound material, workmanship, anodizing, colouring, sealing etc.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing / Powder coat colouring and finishing for years from the date of completion of work.

NOW THE GUARANTOR hereby guarantee that work executed by him will be free from any leakage, seepage, cracks in pipes and guaranteed against faulty material and workmanship, defective galvanizing for five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect to satisfaction of Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-Charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator and by for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :-

1.
2.



SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY..... in the presence of :-

1. 2.



FORM 'A'

FINANCIAL INFORMATION

(To be submitted separately for each sub-head as required)

- I. Financial Analysis Details to be furnished duly supported by figures in balance sheet / profit & Loss account for the last five years duly certified by the Chartered Accountant or equivalent competent Authority , as submitted by the applicant to the Income Tax Department or equivalent Competent Authority (Copies to be attached)

II.

Sl no.	Particulars	2017-18	2016-17	2015-16	2014-15	2013-14
1	Gross Annual turnover					
2	Profit / Loss					

II. The following certificates shall be enclosed:

A. Solvency Certificate from Bankers of applicant in the prescribed form 'B'.

B Copy of Annual Turn Over for last 5 years certified by Chartered Accountant or equivalent Competent Authority.

Signature of Chartered Accountant with Seal

Signature of Applicant(S)

1. Balance Sheet / Audit report is not required to be submitted.
-

FORM 'B'

FORM OF BANKERS CERTIFICATE FROM A SCHEDULE BANK

(To be submitted separately for each sub-head as required)

This is to certify that to best of our knowledge and information that M/s..... having noted address , a customer of our bank are / is respectable and treated as good for any engagement up to a limit of Rs..... (Rupees..... ..)

This certificate is issued without any guarantee or responsibility of the bank or any of the officers.

(Signature)

For the Bank

NOTE:-

- (1) Bankers Certificate should be on letter head of the Bank and addressed to tendering authority.
- (2) In case of partnership firm, Certificates should include names of all partners as recorded with the Bank.



FORM 'C'

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH APPLICATIONS ARE INVITED.

S.No.	Name of Work / Project & Location	Owner or Sponsoring Organization	Gross amount	Date of Commencement as per contract	Stipulated date of completion	Actual date of Completion	Litigation / arbitration pending/ in progress with details	Name & address/ Telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

*Indicate gross amount claimed and amount awarded by the Arbitrator.

SIGNATURE OF APPLICANT(S)

Note:- 1. Only those works which satisfies the eligibility criteria needs to be mentioned.

FORM 'D'

PERFORMANCE REPORT OF WORKS REFERED TO IN FORM "C"

(1) Name of Firm

(2) (i) Name of Work / Project & Location

(ii) Name of Client / Department

(3) Agreement Number

(4) Completion Cost

(5) Date of Start

(6) Date of actual completion

(7) Performance Report - (Quality of work)

(8) The details of the work, should be clearly given or complete schedule be enclosed

Dated:

To be signed by competent authority in-charge of work of Executive Engineer level or equivalent.

Note: The Department shall be at liberty to verify the details submitted by the applicant.

LIST OF RECOMMENDED MAKES OF MATERIALS

The materials of the following make of first/ Standard quality shall only be used in the work. In case it is established through Executive Engineer that the brands specified below are not available in the market, the contractor shall submit proposal for alternative make for the approval. However, tests prescribed in CPWD Specifications-2009 Vol- I & II with upto date correction slips should be carried out in all cases.

CIVIL

Sl. No.	Material	Approved Make/ Manufacturers
1	Plywood/Flush Door	Kitply, Century , Greenply, , Sarda Plywood Industries (DURO Door)
2	Laminate	Green Laminate Century, Neo Nuxe, For Mica Merino
3	Adhesive	Fevicol, Pidilite, Areldite,
4	Prelaminated particle board	Durian, Novapan, KITPLY
5	Aluminum building hardware	IPSA, Everite, EBCO, ECIE, Hardwyn Traders
6	Locks	Godrej, Harrison, Hettich
7	PVC door/shutter	Rajshri, Plasopan, Synka polywood, Polyline
8	Ceramic Tiles	Kajaria, Somani, H&R Johnson, Bell, Orient , NITCO
9	Vitrified tiles	Kajaria, Somani, H& R Johnson, Bell, Orient, NITCO
10	Precoated iron galvanized profile sheet and accessories	Lloydeck, Trackdeck Multiclad, TATA, Bluescope, Dyna Roof, ESSAR STEEL,JINDAL

11	Water proofing compound	FOSROC, SIKA, CICO, Pidilite, Impermo by Snowcem
12	Wall putty	JK Wall Putty, Birla Putty
13	Synthetic Enamel Paint	Asian (Premium Apcolite Gloss), Berger (Luxol Higloss), Nerolax, ICI (Dulux Gloss)
14	Aluminium Sections	Jindal, Hindalco, Indalco,
15	White Cement	Birla White, JK White
16	Glass (float/ sheet)	Modiguard, Saint Gobian, TATA Continental
17	Steel section windows, pressed Steel door frame	San Harvic Steelman Industries, AGEW, METAL WINDOWS, BHAWANI- STEEL
18	Vitreous china sanitary ware	Jaquar , Kohler Cera
19	Plastic WC cover	Hindustan Saitary ware, Commander, DIPLOMAT
20	Stainless Steel sink	Nilkanth, Nirali, Jayna ,ANUPAM
21	G.I pipes	Jindal Hissar, TATA, BST
22	G.I. fittings	Unik, ZOLOTOM, DRP-M, Kent,
23	C.PVC pipe	Astral, Ashirwad, SFMC , finolex
24	Rain water & PVC pipes & fittings	Prince, Supreme, Finolex, SFMC
25	Gunmetal valves	Leader , Sant, Zoloto
26	Upvc pipes & fittings	Supreme, Finolex, SFMC
27	Stoneware pipes, Traps (IS 651)	Pragati, perfect, Hind
28	C.I covers & Manhole covers	RIF, NICO, SKF

29	CP Brass Fittings & Accessories	Jaquar, Cera , Kohler
30	Floor Drain Fixture & Channel Gratings	Chilly, Neer, ACO
31	C.P. Grating for Floor Trap	Chilly Cockroach Trap, GMGR
32	CAST Iron Pipes & Fittings Manhole covers and frames As per IS: 3989 (Pipe & Fittings)	NECO, KAPILANS, RIF, SKF
33	Cast Iron pipes & Fittings Manhole covers and frames As per IS: 1729 (Manhole covers and frames)	NECO, BIC Calcutta, Kajeco, SKF BC, K.K. SRIF, RIF, HIF
34	Cast Iron Pipes & Fittings Manhole covers and frames As per IS 1536 (CIVIL pipe)	Electro Steel Calcutta, Kesoram Calcutta

35	GI pipe Sealant	Henkel- LOCTITE 55
36	Pipe clamp & supports	Chilly, Euro Clamp, Hi tech
37	Clean Out Plug	Neer, GMGR
38	GH/Forged Brass Valves	Zoloto, DRP, Sant/ Leader
39	Wafer Type Check Valve	Audco, Zoloto, Advance
40	Butterfly Valve	Audco, Zoloto, Advance
41	Air Release Valve	Zoloto, OR, Arco
42	Ball Float Valve	Zoloto, HBD, Esseti
43	MH/Water Tank Plastic Steps	KGM, Patel, Pranali Industries

44	PVC Water Tanks	Sintex, Rotoplast, Electroplast
45	SFRC MH cover & frame and gratings	KK Manholes & Gratings, SFP/ Steel Fibre Product Pragati
46	Anticorrosive Tape for Pipe Protection	PYPKOTE
47	Anticorrosive Bitumastic Paint	Shalimar
48	Epoxy Paint	Asian, Berger, J&N
49	PRESSURE Gauge	H Guru, Fiebig, Dwyer
50	Water Meter (Mechanical Type)	53 Kaycee Kranti, Capstan, Actaris , DASHMESH
51	Fastener	Fisher, Hilti, Canon
52	Fire Sealant	Hilti , Promat, Birla 3M
53	Sealant & Additives	Asian paints, Fosroc, Pidilite
54	Concrete Additives	SIKA, Fosroc, CICO, Sunanda Roff
55	Polymer sealant for expansion joint	SIKA, CICO, Pidilite, G.E. Silicon
56	RCC pipe	Ashokaa Cement pipe, Indian Hume pipe, KK, MAHALAKSHMI
57	Cement Concrete Paver Tiles/Drain cover/Kerb Stone	K.K., HPL, TUFFTECH, SHREE TILES, NITCO, MODERN, DALAL TILES,CICO, HINDUSTAN, Bharat Concrete Products, Ashokaa
58	PTMT Fittings	Prayag, Jaquar , cera

59	PPR pipes and fittings	Supreme, SFMC, Georg Fischer
60	Water proofing cement paint	Snowcem, Asian
61	Ordinary Port land Cement of 43 grade	ACC, GRASIM, Gujrat Ambuja, Vikram, Ultratech, J.P. Rewa, Birla Jute & CCI
62	Glass Mirror	Modi Guard, Golden ,Saint Gobain
63	Oil Bound Distemper	Nerolac, Berger (Bison Acrylic), Asian paints
64	Dry Distemper	Berger (Castle)
65	Acrylic Emulsion Paint	Nerolac, Berger, Asian paints, ICI
66	Steel and wood primer	Nerolac, Berger, Asian paints, ICI
67	Expansion Joints	San-field, Hercules, Tristar
68	Structural Steel Sections, Rolled Sections & Tubeless Sections	RANA, Capital, Kamdhanu, Prithivi, Jindal, Prakashsurya, Appolo & Hitech
69	Reinforcement (TMT Bess)	RATHI, AMBA, BARNLA, KAMDHENU

B. Electrical Works.

Sr. No.	Material/ Equipment	Vendor
1	Outdoor Oil Filled Transformer : 33 / 11 KV with ON Load Tap Changer (OLTC) on HV Side.	Crompton Greaves Ltd. ABB Siemens BHEL
2	Cast resin dry (EPOXY) type transformer :	ABB

	6.6 KV to 33 KV with OFF Load Tap Changer upto 33KV and ON Load Tap Changer upto 11KV only.	Crompton Greaves Ltd. BHEL
3	VCB : 6.6KV/11 KV / 22 KV / 33 KV	ABB (up to 11 KV) Siemens Schneider Electric (Evolis) (Upto 11 kV)
4	RMU: 11 KV (GIS)	ABB Siemens Schneider Electric
5	HT Jointing Kit : 11 KV/33 KV	Birla-3M M-Seal Raychem
6	HT Termination Kit : 11 KV/33 KV	Birla-3Mp M-Seal Raychem Densons
7	XLPE Cable : 11 KV/33 KV	Polycab Havells Finolex
8	Sandwiched Type Bus Duct	Legerand Siemens Schneider

9	Protection Relays (Numeric Type)	ABB AREVA Siemens
10	Potential Transformer	Automatic Electric Gilbert & Maxwell Kappa
11	Current Transformer (Cast Resin Epoxy Coated)	Automatic Electric Gilbert & Maxwell Kappa Pragati
12	Static Power Meter & Logger (Trivector Meters)	ABB Conzerv Secure Schneider Electric
13	Electronic Digital Meter (A/V/PF/HZ/KWH) with LCD Display.	Automatic Electric Schneider PM8 Siemens PAC ABB
14	HRC Fuse and Fuse Fitting	GE Siemens
15	Diesel Engine	Cummins Caterpillar MTU

			Perkins
16	Alternators		Stamford Marathon Leroy Somer
17	Anti Vibration Mountings		Gerb Resistoflex Kanwar
18	Battery		Prestolite Exide Amco Standard
19	Battery Charger		Max. Power Chhabi Electric AE
20	Motors		ABB Baldor Siemens
21	Pipes		Jindal Hissar TATA
22	Valves		Audco Intervolve Kruger

23	ACB with release	ABB: Emax with PR 123 release. Schneider: Master pact - NW with 7H release. Siemens: WL with ETU 45B release.
24	Contactors	ABB Schneider Siemens
25	MCCB	ABB Schneider Legrend
26	Push Buttons	L&T Schneider BCH
27	Power Distribution Panels / Boards	Siemens: SIEPAN 8PU Schneider: Blokset ABB: ArTuK Legrend
28	Timers	Schneider Siemens L&T
29	Indicating Lamps	L&T Siemens Schneider

			BCH
30	Exhaust (Fan Heavy duty)		GE Cromton Greves Bajaj Orient
31	Flexible Coupling		Resistoflex Kanwal
32	PVC insulated XLPE aluminium conductor armoured cables 1100V grade		Universal Finolex Havells
33	Termination (Lugs)		Commet Dowell Jainson
34	Residential Silencer		Nelson Cummins
35	MS Pipes for Exhaust System		Jindal Hissar Tata
36	MS Pipes/ GI pipes for fuel system		Jindal Hissar Tata
37	Pressure/Temperature Gauges		H Guru Feibig
38	Selector Switches		Kaycee L&T

		Siemens
39	Vibrator Eliminator	Kanwal Resistoflex
40	Cable Trays	Rico Steel Slotco MM Enterprises Indiana
41	Semi Rotary type hand fuel filling pump	Rotodel Kitty
42	MS Tubular Poles	Bajaj Philips Schreder
43	Street Light fitting	Bajaj Philips Wipro Crompton Greves
44	Sealed Maintenance Free Batteries	Exide Global Hitachi Shinkobe
45	MS Black Enameled/ Galvanized ERW Conduits(ISI Approved)	AKG BEC Steelkraft

46	PVC Conduit (FRLS) & Accessories(ISI Approved)	AKG BEC Precision
48	Power Cable(ISI Approved)	Finolex Havells Polycab
49	Cable Lugs	Comet Dowell's (Biller India) Jainson
50	Cable Glands(Double compression)	Comet Dowell's Jainson
51	Copper Conductor PVC Insulated Wires/ Stranded Flexible Wires (FRLS)	Finolex Havells Polycab
52	Modular Switches, Socket Outlets And Wiring Accessories With Moulded Cover Plate and G.I boxes	Legrand-Myrius Crabtree-Murano Schneider-Zencelo MK-Citric
53	Data /Voice Passive Components	Belden Legrand Mk

		Schnider Crabtree
54	Metal Clad Plug & Socket (Industrial)	Legrand ABB Clipsal Neptune
55	MCB/RCCB	Legrand Schneider Siemens
56	Final Distribution Boards(MCB DBs)	Legrand Schneider Siemens
57	Power Capacitors	Epcos Mehar ABB Ducati Neptune
58	Automatic Power factor correction relay (Numeric)	Areva Conzerv Siemens Ducati
59	Telephone Tag Blocks	Krone Pouyet

60	Telephone Wires/ Telephone Cable	Delton RR Kabel Belden Bonton
61	Telephone Outlet	Legrand Crabtree Schinider
62	LED Light Fixtures	Crompton Greaves Philips Bajaj
63	Fluorescent/CFL / T5 / MV/ SV Lamps	Philips Crompton Greaves Bajaj
64	Ceiling Fan	Bajaj Havells Crompton Greves
65	Exhaust Fans	Almonard Alstom Crompton Havells
66	Lightning Protection System (Early Streamer Emission Type)	Sattelite-3 (france) by SGI

		LPI (Australia) By allied power Erico(USA) by security Shoppe bradlay (USA) by JMV
67	Terminal Blocks	BCH Jainson Elmex Connectwell
68	Public Address System	Bosch Philips Yamaha
69	Media Converter –Data /Net System	Cisco D-Link
70	Active- Unmanaged Switch	Cisco/Juniper/
71	Rack For Data/ Voice	WQI Varac APW
72	Elevator	Johnson Kone Schindler Mitsubishi OTIS
73	Single Phase Preventers	Minilec

		AE
74	Selector Toggle Switch	Kaycee Salzer (Larsen & Toubro)
75	UPS	Emerson Delta APC SU-KAM
76	Patch Panels & Fibre Optic Cable	Beldon Avaya Siemens
77	Underground HSD storage Tank(CCOE approved)	UVA Engineers Pneumatic Engineers
78	Fire Sealant	3 M India Ltd HILTI Promat
79	Network Switches	Cisco Brocade Juniper Extreme
80	IPPABX	Polycom Cisco Tadiran

81	CCTV	Impulse Aviglon Mobotix
82	Passive Components	Belden Legrand Schnider
83	LED monitor	Sony LG Hitachi
84	Fire Alarm	Cease Fire, Honeywell, BOSCH , Altima
85	Electrical Panel	Milestone switchgear pvt ltd , Rashmi Electricals, K.D Power controls
86	DIESEL ENGINE	CUMMINS /CATERPILLAR/PERKINS/ JACKSON
87	ALTERNATOR	MARATHON/ STAMFORD/ LEROY SOMER
88	ANTI VIBRATION	KANWAR/ GERB/ RESISTOFLEX

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89	BATTERY	EXIDE/PRESTOLITE/AMC O/STANDARD
90	VALVES	AUDCO/INTERVALVE/KRUGER
91	BATTERY CHARGER	MAX POWER/CHHABI ELECTRIC/AE
92	MOTORS	ABB/BALDOR/SEIMENS
93	MS PIPES FOR EXHAUST	JINDAL HISSAR/TATA
94	PRESSURE / TEMPERATURE	H GURU/ FEIBIG
95	LIFT	OTIS, JOHNSON, MITSUBISHI, KONE, SCHINDLER

Notes:-Make of any other items left out shall be approved by AUD before procurement.


