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Name of Work:- Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi..

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This NIT is approved for **Rs.12,28,296/- (Rupees Twelve Lakh Twenty Eight Thousand Two Hundred Ninety Six Only)** and containing 43 pages (S.No. 01 to 43).

NOTICE INVITING E-TENDER

NIT No. : DTU/Engg.Cell/2022-23/Electrical

Name of Work: - : **Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi**

Estimated Cost : **Rs. 12,28,296/-**

Earnest Money : **Rs.24,566/-**

Security Deposit : **2.50% of the Gross Amount of Bill.**

Performance Guarantee : **5% of the Tendered Value of the Work.**

Time allowed : **3 Months**

NIT approved amounting to **Rs. 12,28,296/- (Rupees Twelve Lakh Twenty Eight Thousand Two Hundred Ninety Six Only)**

Chief Project Officer

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

(Applicable for inviting open bids)

The Chief Project Officer, Delhi Technological University, Bawana Road, Delhi on behalf of DTU invites online percentage rate bid in two bid system from approved and eligible contractors of CPWD enlisted in appropriate category/Class and those of appropriate list of M.E.S., BSNL, Railway, DDA and State PWD (B&R) for the following work (s):-

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest money	Period of completion	Last date & time of submission of bid. EMD, e-tender processing fee and other documents as specified in the Press Notice.	Time & date of opening of bid
1	2	3	4	5	6	7	8
1.	DTU/Engg.Cell/2022-23/Electrical	Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi	Rs.12,28,296/-	Rs.24,566/-	03 Months	Up to 05.00 PM On 06/03/2023	At 03.30 PM On 13/03/2023

- The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://govtprocurement.delhi.gov.in> free of cost.
- Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website
- The intending bidder must have valid class and above digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the comparative bid sheets.
- Contractor can upload documents in the form of **JPG** format and **PDF** format.

List of Documents to be scanned and uploaded within the period of bid submission:

1. The EMD may be submitted through FDR/ECS/RTGS/NEFT direct to receipt account of Registrar, DTU as detail given below and receipt of proof of ECS/RTGS/NEFT shall be uploaded with documents or may be submitted through FDR also in the office of Chief Project Officer, DTU in favour of Registrar, DTU.

DTU EMD Account No.	30875679275 (Registrar, DTU)
Name of Bank	State Bank of India
Bank Address	DCE Campus, Shahbad Daulatpur, Bawana Road, Delhi- 110042.
IFSC CODE	SBIN0010446
BRANCH CODE	10446
MICR CODE	110002438
SWIFT CODE	SBININBB544

This amount shall be refunded in case of rejection of the bid. Photocopy of proof of ECS/RTGS/NEFT shall be sent to DTU up to Last Date and Time for receipt of tenders through e-procurement solution.

2. Scanned copy of valid CPWD/DDA/MES/Railway registration certificate of appropriate composite category (Class-II).
3. Scanned copy of performance certificate from the client for successfully completed similar works preferably in educational university/PSU's, semi-govt. for reckoning towards works experience during last seven years ending previous day of last date of submission of bid. **"Providing street light luminaries alongwith poles for Parking area"** (Form-C).
- a) Three similar work not less than 40% of estimated cost put on tender.
OR
- b) Two similar work not less than 60% of estimated cost put on tender.
OR
- c) One similar work not less than 80% of estimated cost put on tender.
4. Scanned copy of average annual financial turnover of 50% of the estimated cost during the last three consecutive years ending 31st March 2022. (Scanned copy of Certificate from CA to be uploaded). There is no need to upload entire voluminous balance sheet.
5. Scanned copy of solvency of 50% of the estimated cost (Scanned copy of original solvency to be uploaded)
6. Scanned copy of valid Electrical License.
7. Certificate of Registration for G.S.T. and acknowledgement of up to date filed return.
8. Scanned copy of PAN Card issued by Income Tax Department.
9. Scanned copy of Affidavit as given in this NIT (page no.05) (To be executed in presence of Public notary on non- judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer)

Note: However, certified copy of all the scanned and uploaded documents duly attested by Gazetted officer/ Notary Public as specified on above shall have to be submitted by the lowest bidder only within a week physically in the office of Chief Project Officer, Engineering Cell, DTU, Delhi-110042.

Further details can be seen at <https://dtu.ac.in>

Chief Project Officer

CPWD-6 FOR E-TENDERING

The Chief Project Officer, Delhi Technological University, Bawana Road, Delhi on behalf of DTU invites online percentage rate bid in two bid system from approved and eligible contractors of CPWD enlisted in appropriate category/Class and those of appropriate list of M.E.S., BSNL, Railway, DDA and State PWD (B&R) of **“Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi.**

1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids. The work is estimated to cost **Rs. 12,28,296/-**-This estimate, however, is given merely as a rough guide. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified Below: -
 - 1.1 Three similar works each of value not less than 40% of estimated cost put to tender or two similar works of value not less than 60% of estimated cost put to tender or one similar work of value not less than 80% of estimated cost put to tender in last 3 years ending previous day of last date of submission of bids.
 - 1.2 Scanned copy of valid Electrical License.
 - 1.3 Scanned copy of average annual financial turnover of 50% of the estimated cost during the last three consecutive years ending 31st March 2022. (Scanned copy of Certificate from CA to be uploaded). There is no need to upload entire voluminous balance sheet.
 - 1.4 Should have a solvency of 40% of the estimated cost (Scanned copy of original solvency to be uploaded)
 - 1.5 Certificate of Registration for G.S.T. and acknowledgement of up to date filed return.
Works experience certificate as per 1 at page 5 of NIT as per proforma ‘C’ at page No. 41 of NIT.

Similar work shall mean **“Providing street light luminaries for parking area, near main gate, DTU, Bawana Road, Delhi.**

To become eligible for bid, the bidders shall have to furnish an affidavit as under: -

2. **“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in DTU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer- in-Charge shall be at liberty to suspend for one year and shall not be eligible to bid for CPWD and DTU from the date of issue of suspension order.**
3. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7** (or other Standard Form as Mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders Shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **03 months** from the date of start as defined in schedule 'F' or from the first date of Handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 4. The site for the work is available.**
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <http://govtprocurement.delhi.gov.in> **free of cost.**
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

8. Bids are invited in under two bid system i.e. Technical bid and Financial bid.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. **However, lowest bidder shall submit certified copy of all the scanned and uploaded documents as specified in the office of Chief Project Officer / DTU.**

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose documents with EMD declaration scanned and uploaded are found in order.

The bid submitted shall be opened onat 03:30 PM

The bid submitted shall become invalid if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload required documents as mentioned 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 by the entire bidder in the office of bid opening authority.
- (iv) If a tenderer quotes NIL rates against each item in percentage rate tender or does not quote any percentage above/below on the total amount of the 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.

9. The contractor whose bid is accepted will be required to furnish Performance guarantee of 3% (Three Percent) of the tendered and accepted value of the work amount within the period specified in Schedule F. This guarantee shall be in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and program chart (Time & progress) with in the period specified in Schedule F.

The description of the work is as follows: - **Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi.**

10. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders 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 bid by a bidder 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.

11. The competent authority on behalf of the Delhi Delhi Technological University does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

13. The competent authority on behalf of the Delhi Delhi Technological University reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

14. The contractor shall not be permitted to bid for works in the DTU (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of CPO. and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Delhi Delhi Technological University or in the Govt. of NCT of Delhi. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

15. 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 one year after his retirement from Government service, without the prior 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 bid or engagement in the contractor's service.

16. The bid for the works shall remain open for acceptance for a period of Seventy Five (75) days from the date of opening of bids. If any bidders withdraw his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to suspended for one year and shall not be eligible to bid for CPWD and DTU from the date of issue of suspension order.

This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 10 days from the stipulated date of start of the work, sign the contract consisting of: -

- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance

thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

17. For Bids

The bid document will include following two components:

Part A: - CPWD-6, CPWD-7 including schedule A to F for the work, Standard General Conditions of Contract for **General Conditions of Contract for CPWD 2020** as amended/modified up to the last date of submission of bid, including extension, if any.

Part B: - General / specific conditions, specifications and schedule of quantities of the work.

20.1 The eligible bidders shall quote rates for all items of work.

20.2 After acceptance of the bid by competent authority, the Chief Project Officer of the work shall issue letter of award on behalf of the Delhi Technological University. After the work is awarded, the contractor will have to enter into an agreement with Chief Project Officer.

20.3 Security Deposit will be worked out on the basis of estimated cost put to tender for work.

There should be no subletting of work except for any specialized work. In case of any subletting of specialized work, the approval of Engineer-In-Charge shall be obtained.

**GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER
AT THE TIME OF SUBMISSION OF BID (Vide No. DG/CON/255A dated 10.08.2011)**

Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM No. CON255 dated 23.05.2011

A new provision of Integrity Pact (IP) was introduced in GCC-2022 vide OM No. CON/255 dated 23.05.2011. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field Units has raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that: -

1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e- tendering is not followed.
2. In case of manual tendering Chief Project Officer should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
3. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact shall also be signed between Chief Project Officer and successful bidder after acceptance of bid.

CPWD -7	DTU
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TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, of **2020** with amendments up to the last date of submission of tenders, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work **Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi.**

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract of 2020 with amendments up to the last date of submission of tender and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for Seventy Five (75) days from the date of opening of technical bid and not to make any modification in its terms and conditions.

I/We fail to commence work as specified, I/We agree that DTU or the successors representatives in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in DTU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer- in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:**

Signature of Contractor **

Witness: **

Address: **

Postal Address **

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the Delhi Delhi Technological University for a sum of Rs.....
(Rupee.....).
.....

The letters referred to below shall form part of this contract agreement: -

- (a)
- (b)
- (c)

For & on behalf of Delhi Delhi Technological University

Signature*

Dated:.....* **Designation***

SCHEDULES**SCHEDULE 'A'**

Schedule of quantities (Enclosed.)

As per Schedule attached (Page 37-45)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor free of cost.

S. No.	Description of Item	Quantity	Recovery rates in figures & words at which the material will be charged to the contractor.	Place of Issue
1	2	3	4	5

-N/A-

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

S.No.	Description	Hire charges per day.	Place of Issue
1	2	3	4

NOT APPLICABLE

SCHEDULE 'D'

Extra schedules for specific requirements / documents for the work, if any.

- Enclosed -

SCHEDULE 'E'

Reference to General Conditions of Contract: **General Conditions of Contract 2020** read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any.

Estimated cost of work

I.	Estimated Cost	Rs.12,28,296/-
II.	Earnest Money	Rs.24,566/-
I.	Performance Guarantee :	3% of the Contract amount.
II.	Security Deposit	2.5% of Gross Amount of bill.

J.E(E)

Correction.....
 Deletion.....
 Insertion.....

SCHEDULE 'F' (GENERAL RULES & DIRECTIONS)

**Officer inviting tender:- Chief Project Officer, DTU, Bawana Road Delhi,
Email id: aksrivastava@dce.ac.in**

Definitions:

1	Engineer-in-Charge	The Chief Project Officer, DTU, Bawana Road, Delhi.
2	Accepting Authority	Vice Chancellor, DTU, Bawana Road, Delhi.
3	Percentage on cost of materials and Labour cover all to overheads and profits	15%
4	Standard Schedule of Rates	DSR 2016/ Market Rates (Electrical).
5	Department	Delhi Delhi Technological University, Shahbad Daultapur, Bawana Road Delhi.
6	Standard CPWD Contract Form GCC 2020	CPWD Form 7 & GCC 2020 for maintenance work read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any.

Clause 1

1.	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 (Fifteen) days
2.	Maximum allowable extension beyond the period provided in (i) above	7 (Seven) days with late fee @ 0.1% per day of the PG amount.

Clause 2

Authority for fixing compensation under clause 2	Vice Chancellor, DTU, Bawana Road, Delhi.
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Clause 2A

Whether Clause 2A shall be applicable	N/A
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	10 (Ten) days or date of handing over of site whichever is later.
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Miles Stone(s) as per table given below:-

TABLE OF MILE STONES (S)

J.E(E)

Correction.....
Deletion.....
Insertion.....

S.No.	Description of Milestone(Physical)	Time Allowed in days (from date of start)	Amount to be with - held in case of non-achievement of milestone.
AS PER TERMS AND CONDITION			

OR

S.No.	Financial Progress	Time Allowed (from date of start)	Amount to be with - held in case of non-achievement of milestone.
AS PER TERMS AND CONDITION			

Time allowed for execution of work

03 Months

Authority to decide:

(i)	Extension of time :-	Vice Chancellor, DTU, Bawana Road, Delhi.
(ii)	Rescheduling of mile stones :-	Vice Chancellor, DTU, Bawana Road, Delhi.
(iii)	Shifting of date of start in case of delay in handing over of site:	Vice Chancellor, DTU, Bawana Road, Delhi.

Clause 6, 6A

Clause applicable - (6 or 6A)	6A (computerized measurement book to be submitted by agency)
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Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	<u>Rs.10 Lacs</u>
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Clause 10A

List of testing equipment to be provided by the contractor in the lab at each site of work as per [TABLE-1] of Annexure-I attached.

Clause 10 B (ii)

J.E(E)

Correction.....
 Deletion.....
 Insertion.....

Whether Clause 10 B (ii) shall be applicable	N / A
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Clause 10 C.

Component of labour expressed as percent of value of work	Not Applicable
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Clause 10 CA: - Not-Applicable Clause
10 CC: - Not-Applicable

Clause 11

Specifications to be followed execution of work As per CPWD General Specification for Elect. Works. As per Gen. electrical specifications 2013 amended upto date correction slips

Clause 12 Type of work Maintenance work

12.2&12.3 Deviation limit beyond which Clause 12.2. & 12.3 shall apply for building work No Limit

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. N.A.

Clause 16

Competent Authority for Deciding reduced rates. upto 5% of Contract value Vice Chancellor, DTU New Delhi

Clause 19 A to L Labour law to be complied by contractor**Clause 25 Dispute & Arbitration committee****Clause 38 (i)**

Requirement of technical representative (s) and recovery rate(s)..

S. 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 36 (i)	
						Figures	Words
1.	Graduate Engineer or Diploma Holder	Electrical	Principal Technical representative	2 Years	1	Rs. 20000/- Per Month	Rs. Twenty Thousand Per Month
				5 Years	1		

Clause 42

i) (a) Schedule/ statement for determining : Not Applicable.

J.E(E)

Correction.....
Deletion.....
Insertion.....

	Theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D.	
ii)	Variations permissible on theoretical quantities	: Not applicable
(a)	Cement for works with estimated Cost put to tender not more than Rs. 5 Lakhs.	: Not applicable
	For works with estimated cost put to Tender more than Rs. 5 lakhs.	: Not applicable
b)	Bitumen All works.	: Not applicable
c)	Steel Reinforcement and structural steel Sections for each diameter, section and category	: Not applicable
d)	All other materials	: Not applicable

GENERAL TERMS AND CONDITIONS FOR ALL E & M Works

1. The work shall be generally carried out in accordance with tender specifications and the following specification rules, unless otherwise specified the latest amended edition of all such codes/specification/manuals on the last date of submission of the tender would be applicable.
 - a) CPWD General Specifications for Electrical Works Part I Internal - 2013 as amended up to date.
 - b) CPWD general specification for electrical work part II External 1994 as amended up to date.
 - c) General Specifications for Electrical Works (Part-III-Lifts & Escalators) - 2003 as amended up to date.
 - d) CPWD general specification for electrical work part IV Sub-Station 2013 as amended up to date.
 - e) CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013 as amended up to date.
 - f) General Specifications for Heating, Ventilation & Air-Conditioning (HVAC) - 2017 as amended up to date.
 - g) Indian Electricity Act 2003 amended up to date.
 - h) National Electrical Code 2008 and NFPA (National Fire Protection Association).
 - i) Indian Electricity Rule 1956 amended up to date.
 - j) National Building Code 2016
 - k) BIS codes as applicable.
 - l) Other standards and codes as applicable in the electrical and mechanical works.
2. The contractor is advised to visit the site of work to have an idea of the execution of work; failure to do so shall not absolve their responsibility to do the work as specified in agreement.
3. **Rates:**
- 3.1 The work shall be treated as on works contract basis and the rates tendered shall be before complete items of work (except the materials, if any, stipulated for supply by the department) inclusive of all taxes (including GST, works contract tax, if any), duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials (including those supplied by the department, if any) for the work at site etc.
4. **Taxes and Duties:**
- 4.1 Being an indivisible works contract tax, GST etc. are not payable separately.
- 4.2 The GST for works contract tax shall be deducted from the bills of the contractor as applicable in the State in which the work is carried out, at the time of payments.
- 5.0 **Mobilization Advance:**
No mobilization advance shall be paid for the work, unless otherwise stipulated in tender papers for any individual works/ composite work.
- 6.0 **Completeness of Tender:**
All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.
- 7.0 The contractor shall make his own arrangement of tools for maintenance of Sub Station/Electrical Installations equipments & following T&P shall always be available at the site of work by the contractor: -
 - a) Tong tester, Gloves- 4 Sets, First Aid Box, Crimping Tool Kit, Meggar (5kV HT and 500 Volts LT), Spanner Set, Screw Driver set, LN Keys set, Earth Tester, Blower, Hammer, Drill Machine & Spade
 - b) Different size of aluminum ladder for maintaining the campus street light of different height and fans & fittings.
 - c) Every wireman/operator should have plier, screw driver of different size, tester for day to day maintenance work.
 - d) Availability of skill manpower 27*7 as when when required.
 - e) If emergency fault occurred i.e. HT cable faulting, circuit breaker, or cable burnt need prompt action will taken.
 - f) HT fault locator with high pot available at site.

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- g) All measurement tools use for 11 KV/440V/220V must be available.
- h) HT/LT cable fault must be resolved within 12 hours otherwise penalty will imposed Rs.5000/- in first offence, in second offence penalty for Rs.10000/- with warning letter and last will NIT will cancelled with the approval of engineer in charge.

8.0 Works to be done by the contractor:

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost of respective items: -

- (i) Foundations for equipment's and components where required, including foundations bolts.
- (ii) Cutting and making good all damages caused during installation and restoring the same to their original finish.
- (iii) Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.
- (iv) Painting at site of all exposed metal surfaces of the installation other than pre-Painted, items like fittings, fans, Switchgear / distribution gear items, cubicle Switch board etc. damages to finished surfaces of these items while handling and erection, shall however be rectified to the satisfaction of the Engineer-in-Charge.
- (v) Maintaining the Cleanliness safety and Hygiene standards as per applicable local bylaws and National standards.
- (vi) Testing and commissioning of each of the individual system and Final Integrated System Test (IST) and Handover of complete installation.
- (vii) Reports and Documentation submission post IST which includes Pre-commissioning, Commissioning, Test-Reports, IST and SOPs (Standard Operating Procedures) for system and Operational manuals.
- (viii) Storage space for all equipment's, components and materials for the work

9.0 Storage and Custody of Materials:

- (i) The contractor has to make his own arrangement for the storage of the material at site & necessary watch and ward of the electrical installation during the execution of work till the same is handed over to the department. No extra payment will be made on this account. The storage space shall however be arranged by the department at site, if available.
- (ii) The main contractor shall arrange for proper storage of the electrical fans and fittings at site and that double lock system shall be arranged for the fans and fittings after receipt at site until the time they are taken for installation. The contractor shall however be responsible for proper storage and safe custody of the same till their installation and completion of work to the department.

10.0 Electric Power Supply and Water Supply:

Power and water supply will be arranged by the contractor at the site for installation purpose. However, for testing purpose after complete installation of the electrical items, electricity supply will be made available free of cost to the contractor. Contractor will take due care to ensure safety of electrical installation during execution of work.

11.0 Tools for handling and Erecting:

All tools and tackles required for handling of equipment's and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the arranged by the contractor at his own cost.

12.0 Co-ordination with other agencies:

The contractor shall co-ordinate with all other agencies involved in the building work so that the building work is not hampered due to delay in his work. Recessed conduit and other works, which directly affect the progress of building work, should be given priority *2.1 Care of buildings:*

Care shall be taken by the contractor to avoid damage to the building during execution of his part of the work. He shall be responsible for repairing all damages and restoring the same to their original finish at his own cost. He shall also remove, at his costs, all unwanted and waste materials arising out of his work, from the site.

13.0 Structural Alterations to Buildings:

- (i) No structural member in the building shall be damaged/altered, without prior approval from the competent

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authority through the Engineer-in-charge.

- (ii) Structural provisions like openings, cutouts, if any, provided by the department for the work, shall be used. Where these required modifications, or fresh provisions are required to be made, such contingent works shall be carried out by the contract at his cost.
- (iii) All such openings in floors provided by the department shall be closed by the contractor after installing the cables/conduits/rising mains etc. as the case may be, by any suitable means as approved by the Engineer-in-charge without any extra payment.
- (iv) All chases required in connection with the Electrical Works shall be provided and filled by the contractor at his own cost to the original architectural finish of the buildings.

14.0 Addition to an installation:

Any addition, temporary or permanent, to the existing electrical installation shall not be made without a properly worked out scheme/design by a qualified Electrical Engineer to ensure that such addition does not lead to overloading, safety violation of the existing system.

15.0 Work in occupied buildings:

- (i) When work is executed in occupied buildings, there would be minimum of inconvenience to the occupants. The work shall be programmed in consultation with the Engineer-in-charge and the occupying department. If so required, the work may have to be done even before and after the office hours.
- (ii) The contractor shall be responsible to abide by the regulations or restrictions set in regard to entry into, and movement within the premises.
- (iii) The contractor shall not tamper with any of the existing installations including their Switching operations or connections there to without specific approval from the Engineer-in-charge.

16.0 Drawings:

- (i) The work shall be carried out in accordance with the drawings of site and the tender documents and also in accordance with modification thereto from time to time as approved by the Engineer-in-charge.
- (ii) All wiring diagrams shall be deemed to be 'Drawings' within the meaning of the term as used in Clause 11 of the conditions of contract (**PWD 7**). 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.
- (iii) 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.

17.0 Conformity to IE act, IE Rules, and standards:

17.1 All E&M 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). List of rules of particular importance to electrical installations under these General Specifications is given in Appendix C for reference.

17.2 General requirements of components:

18.0 Quality of material: All materials and equipment's supplied by the contractor shall be new and manufacturing date shall not be prior to six month from date of approval of sample/make. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site or as specified in the tender.

18.1 Inspection of materials and equipment's:

19.0 Materials and equipment's to be used in the work shall be inspected by the departmental officers. Such inspection will be of following categories:

- (i) Inspection of materials/ equipment's to be witnessed at the Manufacturer's premises in accordance with relevant BIS/ Agreement Inspection Procedure.
- (ii) To receive materials at site with Manufacturer's Test Certificate(s) for specific part of equipment supplied under the scope.
- (iii) To inspect materials at the authorized dealer's go downs to ensure delivery of genuine materials at site.
- (iv) To receive materials after physical inspection at site.

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- 19.1** 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:
- (i) Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 (Note: - Waiver off inspection can be allowed after taking approval from the competent authority).
 - (v) Delivery of material shall be taken up only with the consent of department, after clearance of the material.
 - (vi) Department shall reserve the right to waive inspection in lieu of suitable test certificate, at its discretion.
- 19.2** Similarly, for fabricated equipment s, 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.
- 20.0 Ratings of components:**
- 20.1** 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.
- 20.2** 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.
- 21.0 Conformity to standards:**
- 21.1** All components shall conform to relevant Indian Standard Specifications wherever existing. Materials with ISI certification mark shall be preferred.
- 21.2** 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.
- 22.0 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.
- 23.0 Workmanship:**
- 23.1** 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.
- 23.2** 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.
- 23.3** Use of quality materials: Only quality materials of reputed make as specified in the tender will be used in work.
- 23.4** 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, and powder/epoxy paintplant, proper testing facilities, manned by qualified technical personnel. These shall be as per make/ item approved.
- 24.0 Testing:**
All testes prescribed in this General Specification, to be done before, during and after installation, as part of pre-commissioning stage, shall be carried out, and the test results shall be submitted to the Engineer-in-charge in

prescribed Performa, forming part of the Completion Certificate.

25.0 Commissioning on completion:

After the work is completed, it shall be ensured that the installation is tested and commissioned Recording of Completion certificate of following Electrical & Mechanical Services as follows:

26.0 Completion plan and completion certificate:

26.1 For all works completion certificate after completion of work as given in Appendix -E of CPWD Specification shall be submitted to the Engineer-in-charge.

26.2 Completion As-built plan drawn to a suitable scale in tracing cloth with ink indicating the following, soft copy in storing device (two nos) along with three blue print copies of the same shall also be submitted.

- (i) General layout of the building.
- (ii) Locations of main Switchboard and distribution boards, indicating the circuit numbers controlled by them.
- (iii) Position of all points and their controls.
- (iv) Types of fittings, viz. fluorescent, pendants, brackets, bulk head, fans, exhaust fans etc.
- (v) Location of substation equipment's cable route layout etc.
- (vi) Name of work, job number, tender reference, actual date of completion, names of Division/ Sub-division and name of the firm who executed the work with their signature.

27.0 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 completion of work. Installation/ equipment's 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.

28.0 Supply of fittings, fixtures & other material:

The procurement of material for the works will be programmed as per the progress of work in consultation with Engineer-in-Charge. The firm will be required to submit a detailed programmed and prior to the procurement will seek approval of the department. The direction of the department regarding timing & necessity of getting such material will be final & binding on the firm.

29.0 For each E & M services the defect liability period shall be for 12 months after a final certificate of completion of work has been given for entire project by the Engineer-In-Charge or from the actual date of completion of work.

30.0 Interpreting specifications

In interpreting the specifications, the following order of preference shall be followed in case of contradictions:

- a) Nomenclature of item as per Schedule of Quantities
- b) Additional/Special Conditions.
- c) Particular Specifications and List of Makes.
- d) CPWD Specifications.
- e) Architectural Drawings.
- f) National Building code 2016, ECBC 2017, Relevant BIS standards all as modified up to date. (Note: The specification mentioned in relevant code or CPWD specification or NBC 2016 or ECBC 2017 whichever is more stringent will be followed).
- g) OEM specification.

EXTERNAL/INTERNAL ELECTRICAL WORK

1. **CONFIRMATION TO SPECIFICATIONS: -**
The work shall be carried out as per CPWD specifications for E&M Work's part - I internal works 2013. Part - II External Works 1994, as amended up to date and as per Additional specifications and conditions. The installation shall comply with the requirement of Indian Electricity Rules 1956 as amended up to date.
2. **WORKS TO BE DONE BY THE CONTRACTOR**
3. The tenderers are advised to visit the site to access the requirement of the site and probable difficulties in execution of the work, before tendering.
4. Unless otherwise mentioned in the tender documents, the following works shall be done by the Contractor, and therefore their cost shall be deemed to be included in their tendered cost. Cutting and making good all the damages caused during installation and restoring the same to their original finish. Temporary shed and storage space required for the storage with locking arrangement thereof and watch and ward of the materials and completed installation till completion of the work. Testing and Commissioning of complete installation.
5. **TAXES AND DUTIES**
 - i) The rates are inclusive of all taxes i.e. GST, excise duty, work contract tax etc.
 - ii) Works contract tax, if any, for the work shall be included within the quoted rates for the various items. The GST/works contract tax shall be deducted from the bills of the contractor, if applicable in the State in which the work is carried out.
6. All the material brought by the contractor for use in the work shall be of good quality and ISI marked wherever applicable and would be got approved from the Engineer-in-charge before use in the work.
7. All the rejected material will have to be removed from site by the contractor without any delay.
8. Failure to do so will compel the department to remove the material from site. It will be done at the risk and cost of the contractor. The department will not be responsible for any loss to the contractor in such eventuality.
9. Persons executing E&M Works should have Electrical License as required under I.E. Act.
10. The earthing shall invariably be done in presence of the Engineer-in-charge or his authorized representatives.
11. No T & P shall be issued by the department.
12. Water & Electricity required for execution of work shall be arranged by the contractor at his own cost. However, for testing of system, electricity shall be given by the department at one point only free of cost.
13. No claim for the idle labour shall be entertained by the department.
14. All the debris/malba due to electrical work shall be removed and sites shall be cleared by the contractor as soon as work is over for the day. Any damages to civil work due to execution of electrical work shall have to be made good by the electrical contractor without any extra cost.
15. The contractor shall take all precautions for safety of the workmen. If any accident / miss- happening occur the department shall not be responsible for the same. If any compensation is to be paid to the victim the firm shall pay the same and no claim in this account shall be entertained by the department.
14. The successful tenderer shall be responsible for the transportation handling and erection of Poles at site. Any special tools tackles/ lifting arrangement etc. required in this connection shall be his responsibility.
15. Working drawing of feeder pillar shall be submitted by the firm within 30 days after award of work for approval of Engineer-in-charge.
16. The work shall be carried out after approval of the shop drawings & technical data sheet of all equipment's / items from the Engineer-in-Charge / project consultant and according to the instructions issued.

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GENERAL CONDITIONS

1. The staffs engaged for the work shall be qualified as per relevant trade rules and also as per Indian Electricity Rules 1956 amended up to date.
2. The Contractor shall provide all necessary tools and plants to his workmen.
3. It is the responsibility of the contractor to keep the electrical installations neat & clean.
4. (a) The contractor shall supply Consumable petty material such as cotton waste, grease, duster, soap, fuse wire, CTC gland, packing, gasket etc. within the scope of work without any claim of additional payment.
(b) This contract includes the maintenance of all batteries with necessary material i.e. distilled water, petroleum jelly, acid, terminal lead, poles etc i/c. periodic cleaning for which nothing extra shall be paid.
(c) Labour component for major breakdowns at site is covered within the scope of this contract, only day to day complaints of routine nature are within the scope of this contract
5. The materials used in the work will be got approved from the Engineer-in-charge before use in work.
6. All dismantled materials shall be property of Government and shall be returned to the department, in the store of JE (E) In charge of work.
7. The contractor shall assess the requirement of materials for preventive maintenance & break downs and intimate the Engineer-in-Charge of the work well in advance for taking procurement action by the department.
8. Log books, periodic inspection books & history books for all the services shall be supplied and maintained by the contractor as per Performa decided by Engineer-in-Charge & same shall be submitted along with running / final payment. Proper register shall be maintained by contractor for consumable materials used at site.
9. If the contractor fails to maintain the services to the satisfaction of the Engineer-in-charge then the department maintain the installations by alternative arrangement, the expenditure thus incurred will be recovered from the contractor.
10. The contractor or his representative, labour will not remove / disturb / dislocate the existing equipment's and its parts from its positions until and unless it is authorized by the Engineer-in-Charge. The entire installations should be intact at any time of inspections and as handed over to him at the time of initial taking over for maintenance and operation. The contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage / theft etc. is noticed or taken place.
11. Persons engaged in maintenance works should be competent for the type of work involved and should have necessary license.
12. In case any accidents during the Operation / maintenance of the equipment leading to injuries / damages to human beings / equipment's and / or loss of life, the contractor shall be fully responsible for settling all claims and indemnify the department against any claim arising out of such accidents.
13. Water and electricity for operation / maintenance of the plant will be arranged by the department free of cost.
14. This contract can be terminated any day by the Engineer-in-Charge without assigning any reason at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of Contract.
15. The contractor will have to continue the maintenance further period after the expiry of this contract at the same rates and conditions of this contract if asked for.
16. This is a purely service contract and the persons employed by the contractor are his own employees and they will have no claim for right of employment in the department. The staff employed by Contractor shall always use a rubber stamp "An employee of M/s. _____" wherever they put their signature on log book, complaint register, diary or any record.
17. The maintenance staff employed shall be present in neat uniform with shoes, badges & Jackets (Address Marked) whenever on duty, the uniform to staff of contractor is liability of contractor. If it is not provided recovery of Rs. 100/- shall be made per day per person.
18. Planned shutdown shall be taken up for the preventive maintenance for the electrical systems in Consultations with the Engineers.
19. A permanent Telephone Contact No. for emergency contact to the contractor shall be given by the contractor to Engineer-in-charge. Failure to response on such telephonic contact number shall attract penalty.
20. The contractor shall arrange to render efficient services as outlined above. However in case he fails to maintain the services to the satisfaction of the Engineer-in-charge and the department has to incur any expenditure to maintain the installations by alternative arrangement the expenditure thus incurred will be recovered from the contractor, for which Engineer-in-Charge decision shall be final.
21. The rates shall be included all taxes, etc. The department will pay nothing extra on this account.
22. The contractor can be terminated by Engineer-in-Charge without assigning any reason by issue of notice period of 30 days at any time during the contract. No claim for any compensation will however been entertained due to such termination of period prior to expiry of stipulated period of contract.
23. Tenderer shall visit the site and acquaint himself with site condition existing, restriction in movement, working hours, security aspects, condition of equipments before quoting for the job. No complaints for loss of labour shall be entertained at later stage on this account.

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24. Tenderer shall inspect the installation / plant to be operated and list out the shortcomings in the tender documents. No claim at later stage shall be entertained towards such item.
 25. In case any problem the operator should intimate to his contractor as well as Engineer-in-Charge immediately to resolve the problem.
 26. The staff provided by the contractor shall be well qualified to operate and monitor the installation as per the requirement.
 27. Engineer in charge is not satisfied with the performance of maintenance service, the contract shall be terminated in prior to one month notice.
 28. All local safety security, regulations shall be observed strictly.
 29. All the materials, whatsoever, to be supplied and provided by the contractor should be of standard and approved quality. These should be got approved from the Engineer-in-Charge of his authorized representative before installation. No payment will be made for any unapproved or substandard/ rejected materials used on the work. Rejected materials should be removed from the site of work within 48 hours failing which the same will be liable for removal by the department at the risk and cost of contractor without any liability.
 30. Work shall be carried out as per CPWD Specifications wherever applicable. Safety procedure as indicated in CPWD Specifications of Electrical work //Fire Fighting /fire alarm/ D.G Set and Sub Station work should be followed.
 31. The rates quoted shall be inclusive of wages of Electrician/ E&M Operator /Wireman/Khallasi etc i/c relievers, cleaning material, uniform and all taxes and duties etc. as applicable. However service tax, ESI/EPF will be reimbursed to the contractor, on production of proof of deposit of the same with respected govt. department.
 32. The contractor shall take all precautions for safety of the workmen. If any accident/mis-happening occurs the department shall not be responsible for the same. If any compensation is to be paid to the victim, the firm shall pay the same and no claim in this account shall be entertained by the department.
 33. All the cleaning material i.e. soap, duster, PVC tape roll etc. shall be arranged by the contractor at his own cost for cleaning of Electrical Installation & fans, switch gears, DB, Main control panel, Water supply pump, Fire Alarm System/ Wet Riser System/ D.G Set/ Sub Station equipment etc. If cleaning of installation is not found satisfactory at any time, a recovery of Rs. 200/- per occasion noticed per Sub Head shall be made from the bill of contractor.
 34. In case the department staff is posted or due to some other reasons, the department reserve the right to terminate the contract in full or part thereof.
 35. The contractor shall furnish name & contact number of the persons, who should be contacted during emergency.
 36. No T&P shall be issued to the contractor.
 37. The contractor shall Provide Biometric Attendance Machine in support of the attendance of the staff and the same shall be got periodically checked from JE (E) / AE (E) concern. Failure to which suitable recovery will be made from the contractor bill as decided by the Engineer-in-charge. Nothing Extra shall be paid on Account of Biometric Machine installation and maintenance
 38. In case of any damage to any equipment due to negligence of the contractor's staff the same will have to be made good by the contractor at his cost. Failure to which suitable recovery will be made from the contractor bill as decided by the Engineer-in-charge.
 39. Before the start of contract, the contractor is bound to submit the following details along with supporting papers of the workers proposed Sub Head wise to be engaged by him. After receipt of confirmation of their suitability from Engineer-in-charge or his authorized representative, they shall be deployed on duty.
 - (A) Name & Postal Address with I.D. proof
 - (B) Police Verification Certificate
 - (C) Photograph with specimen signature.
 - (D) Qualification and experience.
 - (E) Bank Accounts Details
 - (F) ESI/EPF Details
- Before start of work the agency has to got approved detail of workers from Engineer-in-Charge & has to take over the site from J.E. in charge of site.
40. The contractor shall replace the staff, in the event of misconduct by him.

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- 41. The contractor/ Firm is advised to visit the site of work before quoting the rates, in order to ascertain the quantum and location of works.
- 42. It shall be entirely the responsibility of the contractor to ensure that no unlawful act is done by his persons while on duty. In case any theft/ loss of departmental property takes place due to the negligence or carelessness of his personnel, the contractor will be held responsible and shall make good the same.
- 43. Therefore said terms and conditions shall be read in conjunction with the general rules and directions for the guidance of Contract form PWD -8.
- 44. **Terms of payment and other facilities for workers.**
 - 44.1 The contractor is bound to distribute the salary/ wages to his worker by 7th of each month, positively, by NEFT / ECS as feasible and the report for the same shall be submit to this office. Payment to the contractor shall be made by 15th of every month after receipt of bill complete with all documents mentioned in Sl. No. 16
 - 44.2 The contractor shall deduct worker subscription towards Provident Fund and ESI, as per rules, he shall deposit the same along with his contribution into the respective accounts of the worker and submit the detail to this office for verification.
 - 44.3 On completion of the work or completion of 12 months (from the date of start of the work) whichever is earlier, the contractor shall have to disburse bonus as per Delhi Govt. rates for casual labour to the each worker employed in this work and will submit the proof of having disbursed the bonus, before the release of the final payment.
 - 44.4 The contractor shall take all precaution for safety of the workmen. If any accident / mis-happening occurs, the department shall not be responsible for the same. Consequently, any compensation payable shall be at the contractor cost.

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SPECIAL CONDITIONS TO COMPLY DIRECTIVES OF HON'BLE NATIONAL GREEN TRIBUNAL AND CIVIC AGENCIES

1. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled 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.
2. 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.
3. The contractor shall provide mask to every 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.
4. 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.
5. 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.
6. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010. 10. The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
7. The contractor shall ensure that all DG Sets comply emission norms notified by MoEF.
8. 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.
9. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.
 - The CONTRACTOR would execute these works through their own resources.
 - The CONTRACTOR shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the tenure of AMC. Also, the CONTRACTOR shall be sole responsible for making payment for Out-patient department, Hospitalization, Compensation thereof in case of any accident, injury or death. ID CARD: No contractor will issue any ID cards to their staff on their own.
 - The detailed penalty clause related to employee's ID card shall be as under:
 - a) It is agreed by the vendor that within five (5) days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, the vendor shall be bound to intimate DTU the details of manpower deputed by vendor for the performance of task under this agreement
 - b) It is agreed by the vendor that in case of change of manpower deputed by the vendor under this instant agreement, the vendor shall promptly but not later than twenty four (24) hours of such change intimate DTU in writing about the said change and submit the revised
 - c) It is further agreed by the vendor that it shall promptly but not later than seven (7) working days from the commencement of agreement/ date of award of work order/ date of renewal of agreement, ensure the issuance of the photo identity cards, issued by DTU Security, to all the personnel deputed by the vendor. The ID Cards shall also bear the name of the employer/ vendor, the contact details of the personnel and the employer and shall ensure that all the personnel, during the performance of task under the agreement, shall wear/ display those ID Cards.
 - d) That in addition to the events of default as specified above, it has been agreed by the parties to the agreement that the following events shall also be counted as events of default and the vendor shall ensure not to commit the same: (i) staff found working without valid ID Cards (ID Cards issued by DTU Security) / Not carrying ID cards to the workplace. (ii) Staff carrying validity lapsed (expired) ID Cards as against the number of staff billed for (iii) staff found carrying vendor issued ID Cards, instead of through BRPL Security - Vendors cannot issue ID cards for the manpower deployed on DTU work. That the failure by the vendor in compliance of the terms stated in section above and/ or the commission of defaults as notified above, i.e. non issuance of ID Cards, non-display of ID Cards by the personnel of the vendor and/ or the commission of any of the defaults, shall attract an agreed penalty for the sum of Rs. 100 per person per day and the same shall be deducted from the monthly bill of the vendor without any advance intimation to vendor by DTU. Certification of penalty (defaults and sum penalized) shall be through DTU Security, along with intimation to concerned User Department A notice shall be sent to vendor/ agency.
 - e) That in addition to the penalty as specified above, in case of the occurrence of any blacklisted manpower during enrolment (proposed by vendor, identified by DTU Security or through systembased verification)

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- f) It is further agreed that in case of repeated default as specified above, beyond 6 months, the same, without prejudice to other penalties/ remedies that can be resorted under the terms of this agreement, shall attract the encashment of the 50% of the BG amount of the vendor by DTU as additional penalty. It is agreed by the vendor that the encashment of 50% of the sum is recorded as pre-agreed liquidated damages and the vendor, shall not be having any right to dispute/ deny the same
- h) It is further agreed by the vendor that the imposition of penalty and the quantum thereto shall be the sole jurisdiction of DTU and no claim/ dispute by Vendor, challenging the imposition of penalty and/ or the quantum thereto shall be maintainable. DTU may review/revise ID card Policy including penalty which would be implemented during the tenure of contract. This shall be at the sole discretion of DTU and contractor shall fully comply with this at every stage.
- i) The CONTRACTOR to deploy their skill manpower immediately for carrying out the work as specified above.
- j) The CONTRACTOR should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the CONTRACTOR's employees shall insist upon the DTU for employment, wages, and allowances or any other related matter, payment etc.
- k) The CONTRACTOR shall not deploy the manpower below the age of 18 years or above the age of 60 years. This includes Safety Officer/Supervisors/Fitters/ Wireman and Asst wireman,electrician.
- l) The CONTRACTOR shall not deploy the female manpower between 7 PM to 6 AM.
- m) The CONTRACTOR shall be directly responsible for any / all disputes arising between him and his persons and keep the DTU indemnified against all losses, damages and claims arising thereof. The CONTRACTOR shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower. All safety wears required for the CONTRACTOR's manpower during the execution of work such as safety shoes, safety helmets, hand gloves, safety belt, goggles etc. must be provided by the CONTRACTOR at his own cost and he shall ensure that his employees regularly use such safety gears while executing COMPANY's work, otherwise action will be taken as per BOQ.
- n) The CONTRACTOR shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the COMPANY at site. The COMPANY shall be at liberty to object to the presence of any representative or employees of the CONTRACTOR at the site, if in the opinion of the DTU such manpower has done any act of misconduct or negligence or otherwise undesirable, then the CONTRACTOR shall remove such a person objected to and provide a competent replacement immediately.
- o) The CONTRACTOR shall ensure that he has complied with the following: - has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
- p) Contractor shall disburse the salary of his staff through ECS only. No payment by cheque / cash is acceptable.
- q) Deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.
- r) The DTU reserves the right to demand the CONTRACTOR's services on holidays as well as beyond the normal working hours.
- s) The CONTRACTOR will ensure that none of their person is engaged in any unlawful activities subversive of the DTU interest failing which suitable action may be taken against the CONTRACTOR as per the terms and conditions of this tender.
- t) The CONTRACTOR shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- u) The CONTRACTOR's employees shall not be treated as DTU employees / persons for any purpose whatsoever & facilities/ benefits applicable to the DTU employees shall not be applicable to CONTRACTOR's employees. If due to any reasons whatsoever the DTU is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the CONTRACTOR or from any of the bills payable to him or failing which it shall be recovered as per law. The CONTRACTOR shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE including but not limited to the following acts where special attention of the CONTRACTOR is required to be drawn towards the compliance of provision (along with the latest amendments/additions).
 - v) 1.The Child Labour (Prohibition and Regulation) Act, 1986.
 - w) 2.The Contract Labour (Regulation and Abolition) Act, 1970.
 - x) 3 The Employee's Pension Scheme, 1995.
 - y) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
 - z) The Employees State Insurance Act, 1948.
 - aa) The Industrial Disputes Act, 1947.
 - bb) The Maternity Benefit Act 1961.
 - cc) The Minimum Wages Act, 1948.
 - dd) The Payment of Bonus Act, 1965.
 - ee) The Payment of Gratuity Act, 1972.
 - ff) The payment of Wages Act, 1936.
 - gg) The Delhi Shops & Establishment Act, 1954.

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- hh) The Workmen's Compensation Act. 1923.
- ii) The Employer's Liability Act, 1938.
- jj) Further the contractor shall comply with all the amendments to existing acts, upcoming new comprehensive labour acts related to applicable labour law, wage code etc.

RISK & COST: If the Contractor fails to execute the work as per specification / as per the direction of Engineer's Inchange within the scheduled period and even after the extended period, the contract shall got cancel and company reserves the right to get the work executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

TERMINATION: During the course of the execution, if at any time the DTU observe and forms an opinion that the work under the order is not being performed satisfactory and the performance of the CONTRACTOR not found satisfactory, the DTU reserves its right to cancel/ terminate this Agreement giving 30 days' notice without assigning any reason and the DTU will recover all damages including losses occurred due to loss of time from the CONTRACTOR. On receipt of such notice the CONTRACTOR shall immediately stop all activities related to the work terminated. This is without prejudice to other rights under the terms of contract. The CONTRACTOR shall hand over the DTU all drawing/documents prepared for this contract up to the date of cancellation of order.

WORKMEN COMPENSATION: The Contactor shall take insurance policy at his own cost under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the CONTRACTOR however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the CONTRACTOR, the CONTRACTOR shall certify for the same. The CONTRACTOR shall keep the DTU indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the CONTRACTOR in carrying out the job involved and against costs and expenses, if any, incurred by the DTU in connection therewith and without prejudice to make any recovery. The DTU shall be entitled to deduct from any money due to or to become due to the CONTRACTOR, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the CONTRACTOR shall abide by the decision of the DTU as to the sum payable by the CONTRACTOR under the provisions of this clause.

THIRD PARTY INSURNACE: The Contractor shall, before the commencement of work, take a Third Party Insurance of an adequate value, at his own cost and expenses, securing all the risks/losses/damages which may be caused to any third party and/or DTU and/or its employees/associates, because of the omission/performance of tasks due to default on the part of the contractor under this agreement. The full and final settlement of

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Claims raised by third parties shall be the sole responsibility of the contractor without any liability to BRPL. It is further agreed by the contractor that in case of defect/damage to the system because of default on the part of the contractor, the contractor shall, at its own cost, be liable to replace/rectify the same at the earliest or make good the loss suffered by DTU) ACCIDENTAL INSURANCE POLICY FOR LIFE COVER: Before commencing the execution of the work the CONTRACTOR shall take Group Personal Accidental Insurance Policy for the staff engaged by him for this work to insure against any loss of life / disablement, which may occur during the contract for the work of the DTU The policy shall have GPA coverage of Rs.10 Lacs (Table C- Death cover + Permanent Total Disability + Permanent Partial Disability). Permanent Total Disability coverage shall be 125% of basic sum insured of Rs.10 Lacs. The Contractor shall be responsible for on the spot same day claim settlement with the victim's legal heirs without waiting for settlement by insurance claim without any liability on DTU.

ARBITRATION: To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with the proposed Agreement. If the same remain unresolved, within fifteen (15) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by a sole arbitrator to be appointed by the company. The decision of the arbitrator is final and binding upon both the parties. The arbitration proceeding shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be New Delhi only.

INDEMNIFICATION: Contractor shall indemnify and save harmless DTU against and from any and all liabilities, claims, damages, losses or expenses arising due to or resulting from: a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Work Order. b) Any act or omission of contractor or its employees or agents. c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by DTU. Contractor shall at all times indemnify DTU against all liabilities to other persons, including he employees or agents of DTU or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to DTU by the claims of such person. .

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GOVERNING LAWS AND JURISDICTION: This proposed Agreement shall be construed in accordance with and governed by Laws of India. The courts of Delhi shall have the exclusive jurisdiction in all matters arising under this Agreement.

SAFETY CODE: The Contractor shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the execution of work and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract. The contractor shall observe the safety requirements as laid down in the contract and in case of subcontract (only after written approval of company), it shall be the responsibility of main contractor that all safety requirements are followed by the employees and staff of the sub-contractor.

The contractor employing two hundred employees or more, including contract workers, shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract and a contractor with lesser number of employees, including contract workers, shall nominate one of his employees to act as safety co-ordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site. The contractor shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents. In case of any accident, the contractor shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of properly damage and remedial action taken to prevent recurrence and in addition, the contractor shall submit a monthly statement of the accidents to the owner at the end of each month.

CLEANLINESS & PRECAUTIONS TO BE TAKEN WHILE DOING WORK AT SITE TO PREVENT DUST POLLUTION:

All debris shall be removed and disposed of at assigned areas on daily basis. Surplus excavated earth shall be disposed of in an approved manner. In short, the contractor shall be fully responsible for keeping the work site clean at all times. In case of non-compliance, company shall get the same done at Contractor's risk and costs. While carrying out any civil work including road/pit digging, plinth/ fence making, road restoration etc contractor shall adhere to below mentioned guidelines.

1. No construction material/ debris shall be stored on metalled road.
2. Wind breakers of appropriate height on all sides of ear marked area using CGI sheets shall be raised to ensure that no construction material dust fly outside ear marked area.
3. The construction material i.e. coarse sand, stone aggregates, excavated earth, cement and any other material to and from the site shall be transported under wet and covered condition to ensure their non-slippage en-route to avoid air contamination.
4. The contractor shall provide mask and helmet to every 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. Over loading of vehicles shall be strictly prohibited
6. The construction material at site shall be stored under wet and covered condition.
7. The dumping sites for temporarily storing the excavated earth shall be properly levelled, watered and rehabilitated by plantation to avoid flying of dust.
8. The worker at the site shall be sensitized to adopt / observe the dust controlled measures in true spirit.
9. If any C&D waste is generated at site the same will be transported to the C&D waste site only and the record for the same will be maintained by the agency.
10. Wet jet in grinding and stone cutting is being permitted at site.
11. The necessary record for dust control is being maintained by the department on day to day basis and being monitored regularly. The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines have been viewed very seriously by the authorities. Concerned agency is liable for the penalties / other action by the authorities, The Agency shall indemnify DTU from all liabilities on this account.

GUIDELINES REGARDING INSPECTION & MAINTENANCE OF PITS/ DUG AREA WHILE DOING WORK AT SITE IN DTU CAMPUS The contractor shall ensure strict compliance of the following directions:

- a) The sites of all manholes, pits, holes, tanks or any other opening in the ground of any kinds shall be regularly inspected and maintained.
- b) Schedule and protocols of inspections and maintenance shall be drawn up and notified to DTU.
- c) These sites shall be cordoned off to render them inaccessible to the public.
- d) The existence of these sites shall be clearly & visibly marked by the display of signboards/signage.) If they are required to be covered, it shall be ensured that the covers are in place. The Execution vendors shall be responsible for all the preventive and protective environmental steps as per guidelines. Any violations from the above guidelines has been viewed very seriously by the authorities. Concerned agency is liable for the penalties / other action by the authorities, The Agency shall indemnify DTU from all liabilities on this account.

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- e) NOTICE: All notices required or provided for in this Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due at the address mentioned herein: Office of the CPO, DTU
- f) . PERFORMANCE: The performance of the CONTRACTOR shall be reviewed by the company for the work done by the CONTRACTOR. If the performance of CONTRACTOR not found to be satisfactory, the contract shall be terminated and communicated to all concerned.
- g) . ENTIRE AGREEMENT: This Agreement including all Schedules attached hereto contains the complete understanding between the COMPANY and the CONTRACTOR with respect to the matters contained herein and supersedes all other agreements, whether written or oral with respect to the matters contained herein.
- h) AMENDMENT: Any modification, amendment or other change to this Agreement shall be affected only by a written instrument signed by the authorized representatives of both the DTU and the CONTRACTOR.
- i) EFFECTIVE DATE AND VALIDITY: The award of work shall become effective for all purposes from the date of issuance and shall remain valid for a period of depending upon work. The contract performance shall be reviewed after every 1 year from the date of issuance for continuity of the validity of the contract based on the performance assessment.
- j) **Manpower & Statutory Compliance Related:**
 1. Contractor has to provide resources as per SECTION-IX. All manpower should be trained and has capabilities to carry out the assigned job. In case of separation of vendor employee, replacement of new employee should have qualifications as minimum ITI electrician/wiremen.
 2. Contractor should declare the qualification of all employees at the time of providing Manpower.
 3. Contractor should provide skilled manpower in operation and maintenance of Substation, Transformer, RMU, ACB and Cables.
 4. Contractor must have extra skilled staff in buffer so that substitute staff can be provided when some of them are under training or on leave. In case Bidder win the contract, he has to share list of substitute manpower also.
 5. The list of engineers to be provided in advance so that buyer can test their skill. Engineer and Supervisor should be on contractor roll having at least three year experience.
 6. Behavioral & Domain training will be provided by the contractor as required and mutually agreed.
 7. Contractor will have to give one consolidated PPT every quarter showing progress in the O&M parameters and recommendations for betterment of quality power supply to the consumer.
 8. Contractor has to verify the qualification / experience certificate of manpower deployed by him. This also includes ensuring they all have good character certificate.
 9. DTU has a right, to disallow any manpower proposed by contractor who are not competent enough to handle the assigned job.
 10. Contractor shall execute these works itself without subcontracting or assigning part or entire work.
 11. Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances advances, insurance, safety measures, transportation and all other misc. expenses etc. of their employees/workmen during the currency of this order.
 12. Contractor shall distribute Identity Cards to its employees deployed for execution of the assigned works in various Zones & intimate to DTU In Charge for entry/ authorization of work
 13. The attendance of manpower deployed by contractor will be verified through biometric system for this biometric machine will be provided in all O&M office.
 14. All payment relating to the manpower engaged by the area contractors shall be made on the basis of biometric attendance records.
 15. Contractor shall deploy adequate human resources, plant and machinery, tools and tackles as required for carrying out the work as mentioned in (Scope of Work). DTU shall have the right to seek credentials of personnel as also their qualification details. In cases where a particular personnel deployed by Contractor is not acceptable, Contractor shall arrange for removal and replacement within 24 hours.

At no point of time either during the present contract being in force or expiry of contract, Contractor employees shall press upon DTU for employment, wages, and allowances or any other related matters, demands, payment etc.

 17. Contractor shall ensure that all of their employees who are deployed in DTU carry temporary identity cards with them issued by DTU. Also it will be the responsibility of contractor to return back immediately the I-Cards to BRPL on expiry of the contract/ agreement and on retirement/ resignation/ removal of their employees to whom it was issued. Contractor shall indemnify DTU for any or all losses, costs, damages that may incur due to loss/ misuse of such identity card by contractor employees. DTU being its sole discretion, recover Rs. 100/- (Rs. One hundred only) per I-Card issued as duplicate I-Card to I3A employees. In case any employee of contractor is found missing the I-Card issued, DTU may decide to proceed against Contractor for appropriate action to make good loss of reputation and damages.
 18. Further, DTU reserves the right to engage any other agency or resort to any other suitable means to carry out these jobs in the eventuality of any necessity faced by DTU or in case of Contractor refusing to work, on the onset of any strike or for any other

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reasons likely to lead to loss of productivity. In the event of workmen refusing to work/ disrupting work or being non responsive, DTU reserves the right to make appropriate recoveries from Contractor.

19. With an aim to optimize on the overall cost and resources, DTU reserves the right to bifurcate area Units into multiple units or amalgamate multiple such units to form a single Zone/ Business Unit. In such case, the monthly AMC charges shall be mutually agreed between DTU and Contractor. In the interest of the progress, DTU reserves the right to decide on the vendor allocation of such units based on the capacity/ performance of the vendor.

20. There should be a process in place for provision of superannuation of Vendor employee at the Age of 60 Years

21. Vendor should have reserve manpower of qualified employees as per CEA guidelines. So as to replace any deficient manpower within 7 days on account of long absenteeism, separation, superannuation, etc.

22. Vendor should maintain medical fitness certificate of all employees at his end and should be able to produce whenever asked.

23. There should be a safety officer on vendors role and he need to specifically do works related to Safety only, in close coordination of Safety Dept .

24. In case of Fatal accident for any reasons, DTU can terminate AMC Contract without quoting reasons thereof. DTU decision in this regard shall be final and binding on the contractor.

25. All T&P to be as per specified provisions as mentioned under specific clause.

S. No. Name Father’s Name Address Mobile No. Adhaar No. Health Certificate Date Covid Vaccination

Safety Related: Safety is a prime importance of DTU and our vision is to become zero incident company with zero tolerance on Safety objective. Therefore, Contractor shall provide exactly as specified Personal protective equipment (PPE) like electrical Safety Shoes, Safety Belts, Face Shield, Composite type Rubber hand Gloves etc to each of its employees/workmen deployed at its own cost on individual basis. Contractor shall ensure adequate safety precautions at site as required under the law of land and shall be completely responsible for the complete safety of its workmen as well as other workers, public, equipments, structure at site. Contractor will also be liable for deduction of marks/payment for violation of PTW norms, non usage of PPEs as well as each fatal and non-fatal accident involving human in a zone if the accidents are attributable solely or partly to the negligence of Contractor or its workers. Following points are desired from Contractor:

1. Vendor must have a safety officer who is qualified and certified Safety Officer with 5 years of experience in Power Distribution sector. DTU safety department will verify eligibility and competency of safety supervisor as per the safety norms before their induction in division AMC. As per Regulation 7, the qualification for above Safety Officer is Degree in Electrical/ Mechanical/E&E with 5 yrs experience or Diploma in same discipline with 10 yrs experience. B) Lineman/ Fitter is ITI along with Competency certificate class II.

2. Every substation to be inspected by safety/quality/surveillance officer on quarterly basis and provide "substation health check list" and certification of safety of all electrical equipment’s in the substation as per the safety standard and the defined templates of DTU.

3. Safety meeting to be conducted regularly with their own AMC manpower for ensuring safety guidelines. Records of the meeting are to be maintained and shared with management.

4. The contractor shall provide required T&P as per the list provided by DTU. All the testing instruments shall be properly calibrated and of standard make only. It shall be responsibility of contractors to ensure proper functioning of testing equipment’s & replenish and maintain the T&P on regular basis. Safety officer of the vendor to give quarterly certificate about fitness of equipment’s, training to staff and their competency to work. Bidder to provide list of equipment he has along with make, model and quantity.

5. The contractor shall ensure that safety of all the workers, materials, Installation and equipment’s belonging to him or to others and working at the site is ensured through effective and practicable safety management systems.

6. The contractor shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.

7. The contractors shall comply with all health & safety requirements as deemed necessary by DTU from time to time.

8. Works shall be carried out by the contractor after taking necessary "Permit to work". Also the work shall not be carried out without use of Protective equipment like shoes, safety belts, helmets etc. adhering to safety compliances.

9. Contractor shall ensure no unauthorized occupation of S/Stn and proper locking of sub-stations. Any deviation from this rule shall be reported to the Engineer-in-charge.

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10. Contractor has to ensure the quantity and quality of PPEs and continuous uses of following PPE's by his staff, enclosed as FORMAT 2

There are certain T&P items like LOTO kits, Hot Stick, Helmet with potential sensor, PPE's, Testing Material /Equipment which are already either issued or will be issued time to time or at the beginning of the contract, It will be the responsibility of the vendor to keep them in proper working condition and also to maintain them in perfect condition. In case any attachment requires replacement of battery / cell, vendor need to arrange of his own. Vendor to ensure to return these items for calibration whenever asked for or 2 months before date of expiry of earlier calibration certificate.

12. As per existing structure, one dedicated qualified safety Supervisors per Division (Preferably qualified with safety course) shall regularly remain in touch with CH (Safety) concerned and take instructions in mutual interest for the benefit of public in large

13. To promote and ensure accident free safety culture, DTU would review / revise the existing safety policy / practices. The contractor shall fully comply with all such policies and safety norms which would be implemented during the tenure of contract. This shall also include a) any penalties which will be deducted from the contractor's bills against safety violation that may be decided by BRPL b) The revision of score card to effect such revision of safety policies / practices. This shall be at the sole discretion of BRPL and contractor shall fully comply with this at every stage.

14. To maintain a register of designated person as per Regulation 3 of CEA Regulations 2010.

15. As per "Health& Working Condition Code" the vendor needs to submit the medical report of all staff before joining & need to provide annual health checkup facility to all his employees.

16. To submit a monthly report of the availability and condition of all tool and PPEs (The relevant IS codes are already in the document)

17. Need to submit risk assessment report for the division quarterly. the format of Hazard Identification and Risk Assessment is as per IMS document and attached as annexure B for reference with examples. The same can be modified with time as per the management directive. Evaluation to be made in a scale of 1 to 5 and to be classified accordingly. All T&P and PPE proposed to be provided to Line staff must be of good quality and reputed make, The bidder has to Undertake that he will provide the test certificate for all Tools & Tackles and PPE from an authorized Lab, further he should ensure the recalibration done as and when it is due one month prior to Expiry. In case of expiry of calibration certificate, he has to provide fresh T&P and PPE at no extra cost to Company.

The Bidder has to maintain 10% inventory buffer of Tools and Tackles & PPEs at all time during the currency of Tender. PPE Kits and Tools & Tackles shall be of approved make. The Bidder has to submit Safety competency Plan The Bidder has to submit Job Safety Plan • The Bidder is required to submit detailed site/Job Safety Plan along with Method statement. • How the Bidder plans to execute the job with utmost Safety without compromising on quality. • All the activity plan which are required to be executed. • How he plans to maintain Safety record of all the works completed by him. The Bidder has to give an undertaking that he will ensure training (to be arranged by BRPL) for all line staff for at least One day in a month or 120 Hrs in 1 year whichever is less Contractor has to ensure for proper distribution of required PPE'S among their workers with receiving in BRPL specified format. The entire issuance format duly signed by individual worker and to be verified/ certified by concern Head - Division and the same need to be submitted to Safety Department. "DTU shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the Safety of the persons and / or property, and / or equipments. " Reporting of Near Miss accidents/Aversion of Accidents occurrences in the LT distribution system comprising of various equipments ,lines and feeders, which haced led to accidents being averted & leading to near miss incidents to be reported to the Safety team of BRPL. Prior to recommend workers to wear PPEs, Employers are required to: "Perform hazard assessments, as required, and determine the PPEs needed to protect workers. " Provide training on the proper use of PPEs for working on or near exposed energized parts. " Below discuss PPEs needs during required job briefings. " Inspect and test certain PPE such as insulating (rubber) gloves and sleeves (29 CFR 1910.137) to ensure that they are not damaged or defective, and would provide the needed protection. " PPE IS & Specification is enclosed as FORMAT 3 Safety aspects to be strictly followed by vendor w.r.t maintenance of equipments – 1. Ensuring proper locking of substations, Feeder Pillars, Service Pillars, Bus bars and Distribution Boxes (Lock/ chain) 2. Repairing of Gates/ Doors with installation of Locks and minor repairing of shutters with greasing 3. The contractor will Ensure the existence/installation of M S Sheets (Bakelite Sheet to be made store item) on back side and front side of panel

Minor repairing and re-fixing of existing fencing wherever required excluding material. (Spare part of fencing to be provided by BRPL) Safety aspects to be strictly followed by vendor for cable laying / RR works – 1. Personal protective equipments (PPE) such as safety helmets, jackets, shoes etc. shall be used by workforce during execution of work and first aid box shall be kept at site.

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2. The cable / services shall be laid as per prescribed norms as laid down under road cutting permission.
3. The work shall be carried out in such a manner so as not to affect or disturb any services coming along the work and all barricading shall be visible from a safe distance to alert people well in advance.
4. The agency shall take necessary precautions for safety of traffic by making necessary arrangements of blind barricading up to minimum 2.5 M height to avoid any accident during execution of work specially on main road and with heavy traffic. For any negligence at site of work / remarks from any Civic agency, concerned vendor shall be solely responsible.
5. In all sites where there is possibility of dust pollution due to Sand/ Earth excavation, water sprinkler shall be used to suppress the dust pollution, in order to make more vigil during night hours or in fog LED, blinking lights (Jhalar of good quality/ pipe lights) be used.
6. While making pits for cable Restoration etc. (where work is likely to be completed within 24 hours) a closed barricading/ plastic moulded barricading or expandable / concertina barriers as shown in the Annexure-II
7. In case during fault rectification the digged pit is being left abandoned due to any reason, the same shall be covered temporarily with an iron plate of sufficient strength so as to avoid any untoward incidence.
8. Two persons with Red and Green flag and whistle along with torch battons to be deputed at both end of the barricades / worksite to regulate traffic specially during fog or in darkness.
9. The contractor has to install, from starting point of the work to endpoint, display boards with neon / fluorescent light showing the name of contractor with details.
10. The vendor has to intimate, before the start of work to MTNL, BSNL, GAIL, DOTs, etc so that their services are not affected by our work. Existing services encountered in the cause of the work shall be protected against the damage by the agency. Even if any service is damaged by the agency, vendor shall be fully responsible for making good the same at their own cost.
11. The work shall be carried out without disturbing the normal flow of traffic and the road should not be completely closed without getting prior approval from the department and DCP (Traffic).
12. All dismantled serviceable material shall be stacked properly along the side of Footpath and will become the property of BRPL. All trenches shall be filled by Earth in layers and well rammed and consolidated after the completion of work. Back filling of trench and its surface dressing should be done progressively during the execution of work. Excavated earth should not be dumped on the existing Road. Excess Earth be disposed off away from road within 48 hours of excavation as per direction of Engineer in charge.
13. The vender shall provide temporary information / cautionary boards such as “WORK IN PROGRESS”, “GO SLOW”, “MEN AT WORK”, “INCONVENIENCE REGRETTE” etc.
14. All the norms of CPCB (Central Pollution Control Board) DPCC (Delhi Pollution Control Committee), NGT (National Green Tribunal) shall be adhered to while digging / Road Restoration to control dust pollution.
15. Adequate arrangements for illumination / lighting etc. by providing neon micro reflecting sign boards shall be made during night hours to avoid any un-towards accidents / incident. Vendor shall use “SL reflective tape Yellow & black dot with arrow as well Warning tape/ reflective tape” generously at site.
16. Emergency telephone numbers such as Police, Fire Brigade, Ambulance, Nearest Hospital etc shall be available with the site supervisor.
17. The vendor shall also get the stage inspection done for the ongoing work through Executive Engineer / DGM Concerned. 18. Any other condition as laid down by law of land shall also be followed during execution.
19. All the barricading shall not be removed till the backfilling of trench, pits or completion of R.R. works. Implementation of OHS Appreciation Policy: If the contractor observes all the safety rules and codes, statutory laws and rules during the period of the contract awarded by the BRPL and no accident occurs then BRPL may consider the performance of the contractor and safety score card will be prepared. The best contractor will be appreciated by suitable "SAFETY AWARD" as per scheme as may be announced separately from time to time. Implementation of Safety Motivational Scheme for Contractor Employee: All contractors must reward their employee monthly for best worker in term of complying safety norms. They should honor with a gift of Rs. 500/- (five Hundred) with commendation certificate to motivate others towards safety compliance. The record with photograph should kept with them & also to be submitted to BRPL safety department. Contractor may ask to BRPL safety people for their presence during awarding time. All contractors have to observe safety day/ week on 4th March to 10th march every year with proper planning and record to create safety awareness inside their organization. A detail report of observing the same to be forwarded to safety department every year.

Guidelines for Penalty Policy Implementation: “Total penalty shall be calculated by multiplying the number of safety violations and the penalty amount specified for such violations in Appendix - 1. (Example - If at first offence persons are found working without safety helmet at 3 locations, the penalty would be $3 \times 20 = \text{Rs.}60/-$). “The amount of penalty can be increased or decreased based upon the seriousness of safety violations. The decision of recommending authority shall be final one. Recommending

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authority shall fill the Annexure format based upon his factual observations and shall send it to Division Head and Safety Head who in turn shall either reject or approve it. If approved, he shall send it to Finance & Accounts for execution. Finance Accounts shall execute the penalty and confirm the same in the Annexure & shall send it back to Division Head and Safety Head. Recommending Authority means all Division Head, HODs, Head Safety department, Site Safety officer / Supervisor. "Safety Head may impose penalty for serious violations directly. Penalties shall be imposed directly on the concerned AMC Staff/contractors as decided by the Head (Safety)/Divisional Safety officer. "Safety violations to be considered for Penalty are classified as A, B & C. "Type of Offence.

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LIST OF APPROVED MAKES FOR ELECTRICAL INSTALLATION WORK		
S.No.	Description	Makes
1	MCB / Distribution Boards/ Isolator/ ELCB /RCCB	Legrand/ Schneider/ ABB/ L&T
2	Lighting Conductor/Protection & Earthing System	Dehn/APS/Tercel/South Asian/JMV/ABB /Nimbus
3	LED Light Fixture	Wipro /Philips /Havells
4	LED makes in LED fittings	Wipro /Philips /Havells
5	External lighting Pole	Bajaj/Schneider/Caslec/ Philips/GE
6	High Mast Pole	Phillips/ Bajaj/ BPP /Crompton /Volmount
7	XLPE Aluminium/copper Conductor Armoured LT cables upto 1100 V Grade(ISI Marked }	Havells/Polycab/Grandley/Finolex
8	AL. Conductor XLPE HT Cable (ISI Marked }	Polycab/Havells/Finolex
9	End Termination/ Brass compression gland	Dowell's/Comet/Raychem/Gripwell/ ABB
10	HDPE Pipe (ISI Marked }	Rex/ Duraline/Tirupati/GF
10	Jointing Kit /Cable Gland /Lugs /Thimbles /Compression Glands (HT/LT }	Comet /Dowells/Raychem /Gripwell /ABB/ Jainson/Denson

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Schedule of Work

Name of Work:- Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi

Sl.No	Description of Work / Item(s)	Qty	Units	Rate	Amount	Remarks
1	Supplying and fixing 10 A to 32 A rating, 40/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required					
a)	Single pole 16-32	40	Nos	173	6920	DSR 2016
2	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 kV grade of following size on wall surface as required					
a)	Above 35 sq. mm and upto 95 sq. mm	200	mtrs	72	14400	DSR 2016
3	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 kV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required					
a)	Upto 35 sq. mm	800	mtrs	206	164800	DSR 2016
5	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 kV grade as required					
a)	4 X 25 sq. mm	6	Nos	258	1548	DSR 2016
b)	4 X 50 sq. mm	4	Nos	358	1432	DSR 2016
c)	2 X 10 sq. mm	6	Nos	158	948	DSR 2016
6	Earthing with G.I. earth pipe 4.5 meter long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/coke and salt as required.	4	Nos	3672	14688	DSR 2016
					204736	
	Add cost index 34.96% on DSR 2016				71576	
					276312	
	Less 9.5% on DSR 2016				26250	
	Total of A (in Rs.)				250062	

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7	Supplying, installation, testing & Commissioning of LED Posttop Fitting New generation, IP 65 LED post-top family, energy saving, environmental friendly, long life aesthetically designed with symmetrical light distribution, spun aluminium landscape luminaire with high power LEDs as light source. Clear Cover offers bright illumination for different applications i/c making connection etc. as reqd. Make- Havells/Twinkle/Philips)	25	Each	10688	267200	
8	Fabrication, supply and erection of flange mounted hot dip Galvanized Poles of 4.5 mtr. suitable for post top lantern fittings i/c making connection etc. as reqd.	25	Nos.	8000	200000	
9	Making of foundation for existing 4.0 mtr long pole in cement concrete 1:3:6 (1 cement:3 coarse sand:6 graded stone aggregate 40 mm NS) foundation i/c excavation and refilling and making 0.4 mtr dia and 0.5 mtr height cement concrete collar including plastering, painting the pole with silver paint i/c Supplying and fixing necessary GI reducer and nipple for fixing of fittings etc. complete as reqd.	25	Nos.	2000	50000	
10	Providing and fixing of made out of (SMC) sheet moulded compound dust and weather proofole mounted box (250x200x105mm) size after dismantling existing pole box i/c disconnection the cable wire etc. (Sintex make GSJB-2520)	25	Nos.	1870	46750	
11	Supplying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade etc as required.					
a	2 Core x 10 sqmm	200	Meter	186	37200	
b	4 Core x 25 sqmm	250	Meter	370	92500	
c	4 Core x 50 sqmm	200	Meter	645	129000	
12	Supplying and drawing following sizes of PVC insulated copper conductor multicore cable in the existing poles and bracket from cable termination connector to the fitting i/c providing suitable copper lugs connections etc. as reqd. a) 3 core 2.5 sq.mm	225	Mtr	218.00	49050	
13	Fabrication, installation, testing and commissioning of out door type feeder pillar size 800 x 800x 300 deep made out of 14 CRCA sheet double door with following switch gear i/c painting and pdg. of 40 x40 x 5 mm thick angle iron stand of 1 ft height framed structure of 300 mm wide duly embeded in C-C foundation complete for automation of street lights etc. as reqd.					
a	Angle iron frame 40x 40x 5 mm thick					
b	100 A 25 KA TP MCCB					

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c	ML-4 contactor					
d	Timer 24 hours					
e	Indicating light with HRC fuses	1	Jobs	106534	106534	
	Total of MR (in Rs.)				978234	
	Total Amount (in Rs.) Including GST				1228296	

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LETTER OF TRANSMITTAL

[On the Letterhead paper of the Tenderer, or partner Responsible Including full Postal address, telephone no., fax no. and E-Mail and address]

No.....

Date.....

To,

Chief Project Officer
 Delhi Delhi Technological University
 Shahbad Daulatpur,
 Delhi-110042

Name of Work: - Providing street light luminaries for Parking area, Near Main Gate, Delhi Technological University, Bawana Road, Delhi

Sir,

Having examined the details given in press Notice and bid document for the above work, I/We hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms A,B,C&D (As applicable) and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

I/We submit the requisite certified Net Worth certificate and authorize the **Chief Project Officer**, Delhi Delhi Technological University Shahbad Daulatpur, Delhi to approach the certified CA issuing the Net Worth certificate to confirm the correctness thereof. I/We also authorize **Chief Project Officer**, Delhi Delhi Technological University Shahbad Daulatpur, and Delhi.

3. To approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S.No.	Name of Work	Certificate from

The firm should upload letter of transmittal on separate sheet duly stamped and signed. Incase above space is in sufficient.

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDERS (S)

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FORM 'A'

FINANCIAL INFORMATION

I. Financial Analysis –

(c) Details to be furnished duly supported by figures in balances sheet / profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Year	2020-21	2019-20	2018-19	2017-18	2016-17
Gross Annual turnover on Construction / Maintenance of Road/buildingworks					
Profit / Loss after tax **					

(d) The information supplied shall be the annual turnover on construction work of the bidder in term of the amount billed to client for each year for work in progress or completed.

II. Financial arrangements for carrying out the proposed work.

* Amount to be filled in all columns ** Loss to be shown in with (-) sign

Signature of Bidder (s).

Signature of Chartered Accountant with Seal.

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FORM 'B'

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

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

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

(Signature) For the Bank

NOTE:

- (1) Banker's certificates should be on the letter head of the Bank, address to tendering authority.
(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

OR FORM "B-1"

Form of Certificate of Net Worth from Chartered Accountant

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year the net worth of Shri/M/s (Name & Registered Address of individual/firm/company), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the individual/firm/company has not eroded by more than 30% during the last three years ending on (the relevant date)".

Date and seal

(Signature of Chartered Accountant)
(Name of Chartered Accountant)
Membership No. of ICA

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FORM 'C'**DETAILS OF ELIGIBLE SIMILAR NATURE OF ELECTRICAL WORKS COMPLETED DURING THE YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS**

S. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration cases pending / in progress with details *	Name and address / telephone number of officer to whom reference may be made	Whether similar works have been executed (Yes/No)
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator

SIGNATURE OF BIDDER(S)

Form of Performance Security (Guarantee)

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Bank Guarantee Bond

1. In consideration of the Delhi Technological University (hereinafter called 'The Government) having offered to accept the terms and conditions of the proposed agreement between _____ and (hereinafter called 'the said contractor(s) for the work "as per NIT" (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.(Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We, _____ (hereinafter referred to as "the Bank") hereby undertake (indicate the name of the Bank) to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.

2. We, _____ do hereby undertake to pay the amounts due and payable

Under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding 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(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, _____ further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Contractor (s) from time or to postpone for any time or from time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms & 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 said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the Government in writing.

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8. This guarantee shall be valid upto _____ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs _____ (Rs _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (indicate the name of the Bank)

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