

fufonk@dkv's ku ds fy, vke=.k

**INVITATION FOR TENDER / QUOTATION**

Telephone : 91-532-227+1122, 1123  
Fax : 0532-2545341, 2545822  
GRAM : MNNIT  
Website : <http://www.mnnit.ac.in>  
Email : spo@mnnit.ac.in,  
fip@mnnit.ac.in



ekrhyky ug: jk"Vh; i ksj kfxdh l LFkku bykgkckn  
इलाहाबाद-211004 (भारत)  
**Motilal Nehru National Institute of Technology Allahabad**  
Allahabad-211004 (India)  
An Institute of National Importance as Declared by NIT Act, GOI, 2007

**TWO BID TENDER**

**For Electrical Wiring, Rewiring and Renovation in Laboratories**

निविदा सं०: 1081

Date: 27.03.2012

Tender No.: 08/MNNIT/SPO/Electrical Wiring, Rewiring and Renovation in Laboratories/AE(M)/  
Open Tender/2012

- निविदा की नियत तिथि : 20.04.2012 को 11.00 बजे तक  
Tender Due on: 20.04.2012 upto 11.00 A.M.
- निविदा प्रपत्र विक्रय आरम्भ होने की तिथि : 28.03.2012  
Date of commencement of sale of Tender Document: 28.03.2012
- निविदा प्रपत्र विक्रय बन्द होने की तिथि : 19.04.2012 को सांय 05.00 बजे तक  
Last date of sale of Tender Document: 19.04.2012 upto 05.00 P.M.

	Date	Time	Venue
Pre-bid conference	10.04.2012	at 11.00 am	Institute Conference Room, MNNIT
Last date of submission of tenders	19.04.2012	upto 05.00 pm	Purchase Office, MNNIT
Opening of Pre-qualification Bid (Part-I)	20.04.2012	at 11.00 am	Institute Conference Room, MNNIT
Opening of Price Bid (Part-II)	26.04.2012	at 11.00 am	Institute Conference Room, MNNIT

निविदा दस्तावेज क्रय अनुभाग, एम0एन0एन0आई0टी0 से प्राप्त किए जा सकते हैं तथा ये संस्थान की वेबसाइट [www.mnnit.ac.in](http://www.mnnit.ac.in) पर भी उपलब्ध है। इच्छुक निविदाकार इसे वेबसाइट से डाउनलोड कर सकते हैं तथा अपने प्रस्ताव रु0 1000/-प्रत्येक (रेखांकित डिमाण्ड ड्राफ्ट के रूप में) के निविदा शुल्क के साथ प्रस्तुत करें। अपना प्रस्ताव प्रस्तुत करते समय लिफाफे के ऊपरी भाग पर निविदा सं० तथा नियत तिथि लिखें। यदि दस्तावेज डाक द्वारा मंगाए जा रहे हैं तो कृपया निम्न बातों का ध्यान रखें:

Tender documents can be bought from the Purchase Section, MNNIT and are also available on Institute Website [www.mnnit.ac.in](http://www.mnnit.ac.in). Interested tenderers may download the same from the website and submit their offer along with Tender fee of **Rs. 1000/- each** (In the form of Crossed Demand Draft). While submitting your offer **mark Tender No., and due date on the envelope**. If the documents are requisitioned by post, kindly consider the following points:

1. निविदा दस्तावेज मंगाने के लिए/भेजे जा रहे निवेदन पत्र पर निविदा संख्या लिखा हो तथा वि० नं० fufonk 'k\|d #0 1000@&i R; d (किसी भी राष्ट्रीयकृत बैंक द्वारा जारी रेखांकित डिमाण्ड ड्राफ्ट के रूप में, निदेशक, मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद के पक्ष में) के साथ संकाय प्रभारी (वस्तु क्रय) मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद-211004 को भेजा जाए।

Request letter shall be sent for requisitioning tender documents indicating tender number together with **non-refundable tender fee Rs. 1000/- each** (In the form of Crossed Demand Draft issued by any Nationalized Bank in favour of Director, MNNIT, Allahabad) to the Faculty in-charge (Purchase), MNNIT, Allahabad-211004.

2. जिस लिफाफे में इस प्रकार का निवेदन भेजा जा रहा हो उसके ऊपर “निविदा दस्तावेजों के लिए अनुरोध” अंकित होना चाहिये।

The Envelope containing such request shall be marked with ‘REQUISITION FOR TENDER DOCUMENTS’.

3. डिमाण्ड ड्राफ्ट विज्ञापन की तिथि से पूर्व तिथि का नहीं होना चाहिए। प्रत्येक निविदा दस्तावेज के लिए अलग निवेदन पत्र एवं अलग डिमाण्ड ड्राफ्ट भेजा जाए।

Demand Draft should not be dated prior to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender document.

4. डिमाण्ड ड्राफ्ट के पीछे विक्रेता का नाम एवं निविदा संख्या दर्ज होनी चाहिए।

Vendor name and tender number shall be indicated on the reverse side of the Demand Draft.

5. फुकुफुणक 'क'द दस इकलर नज लरिप; क इज फोपकज उघा फद; क तक, सका

**Quotations received without tender fee will not be considered.**

6. नियत निविदा तिथि बढ़ाए जाने के निवेदन पर कोई विचार नहीं किया जाएगा।

No request for extension of the due tender date will be considered.

7. अंतिम समय सीमा से पूर्व प्राप्त टेण्डर उपस्थिति निविदाकारों/उनके द्वारा प्राधिकृत प्रतिनिधियों की उपस्थिति में उसी दिन सुबह 11.00 बजे खोली जाएंगी।

Tenders received before the deadline shall be opened in the presence of attending tenderers/their authorized representatives on the same day at 11.00 am.

8. ऊपर निर्दिष्ट तिथि को यदि अवकाश घोषित हो जाता है तो संस्थान का अगला कार्य दिवस निविदाओं की प्राप्ति एवं खोलने के लिए नियत तिथि माना जाएगा।

In the event any date indicated above is declared as holiday, the next working day at Institute shall be considered as the due date for receiving & opening of tenders.

9. विलम्ब/देरी से प्राप्त प्रस्ताव स्वीकार नहीं किए जाएंगे।

Late/Delayed offers will not be accepted.

fun's kd  
Director

### **VERY IMPORTANT NOTE**

bl fufonk l s l af/kr l Hkh l q'kkj @' kf) i =@l d kks'ku] ; fn tkjh fd; s tkrs gā rkj fufonk nLrkost dk Hkx@vā k gkx'A l q'kkj @' kf) i =@l d kks'ku dpy , e0, u0, u0vkbDVh0 dh ocl kbV (**www.mnnit.ac.in**) ij gh mi yC/k gkx'A ckyhdkrkvka@fufonknkrkva l s vuj ksk gš fd bl l af/k ea fu; fer : i l s ocl kbV ns[krs j gā rFk fufonk nLrkost ds l q'kkj @' kf) i =@l d kks'ku dks fcuk fd l h =fV ds ukV djā o ml ds vuq kj fufonk tek djā l q'kkj @' kf) i =@l d kks'ku dh vufHkKrk ds fy; s , e0, u0, u0vkbDVh0 ftEenkj ugha gksxkA

**Corrigendum, if issued any for the tender, shall form part of the Tender Document. Corrigendum will be posted on MNNIT website (www.mnnit.ac.in). Bidders/Tenderers are requested to visit MNNIT website regularly and note the corrigendum / amendments to the tender without fail and submit the offer accordingly. MNNIT will not be responsible for ignorance of corrigendum.**

di ; k ; g Hkh ukV djā fd fufonk nLrkost tek djus dh vfire frfk ds mijklr dkbz Hkh vrfje l oky@i'z u xg.k ugha fd; k tk; sxA

**It must be noted that after last date of receipt of Tender Documents, no interim query will be entertained.**



MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY  
ALLAHABAD – 211004 (U.P.) INDIA

#### **NOTICE INVITING TENDER**

Sealed bids are invited from eligible bidders/Agencies for Electrical wiring, Rewiring, and Renovation in Laboratories, with following details:

Tender No.	Description	Estimated Value	Earnest Money
08/MNNIT/SPO/AE (E)/ElectricalWork/ Open Tender/2012 dated: 26.03.2012	Electrical wiring, Rewiring, and Renovation in Laboratories	₹ 64,00,000/-	₹ 2,00,000/-

Tender Due on: **20.04.2012 upto 11.00 A.M.**

Date of start of sale of Tender Document: **28.03.2012**

Last date of sale of Tender Document: **19.04.2012 upto 05.00 P.M.**

Cost of Tender document = ₹ 1,000/-

For details please visit the website:

**<http://www.mnnit.ac.in/tenders.html>**

Director

Telephone : 91-532-227+1122, 1123  
Fax : 0532-2545341, 2545822  
GRAM : MNNIT  
Website : http://www.mnnit.ac.in  
Email : spo@mnnit.ac.in,  
fip@mnnit.ac.in



इलाहाबाद—211004 (भारत)  
**Motilal Nehru National Institute of Technology Allahabad**  
Allahabad-211004 (India)  
An Institute of National Importance as Declared by NIT Act, GOI, 2007

**TWO BID TENDER**  
**For Electrical Wiring, Rewiring and Renovation in Laboratories**

निविदा सं: 1081

Date: 27.03.2012

Tender No.: 08/MNNIT/SPO/Electrical Wiring, Rewiring and Renovation in Laboratories/AE(M)/  
Open Tender/2012

Tender Due on: 20.04.2012 upto 11.00 A.M.

**To,**

(Name & Address of Party to whom Tender sold)

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

**Subject: Tender Document for “Electrical Wiring, Rewiring and Renovation in Laboratories”  
under two bid system.**

**Dear Sir,**

Please submit your sealed quotation, in the Tender Form enclosed here along with the descriptive catalogues/pamphlets/literature, marked with tender no. and due date for the supply of the following items as per the given terms & condition.

Sl.No.	Description of item with Specification	Quantity
1	Electrical Wiring, Rewiring and Renovation in Laboratories	Details available in tender document

**DELIVERY AT:** FOR MNNIT, Allahabad

**INSTRUCATIONS TO TENDERERS:**

1. Please mention Tender No. \_\_\_\_\_ on your quotation and envelop.
2. Please note that this is a Two-Part Tender, send your quotation as per attached instructions only. Quotation not confirming to the instruction will be rejected.
3. Fax quotation will not be accepted.
4. Offers shall be kept open for 120 (one hundred twenty) days.
5. The tenderer must have a valid electrical A-Class contractor license issued by any State Government.
6. Tenderer's must submit documents in support of pre-qualification criteria along with Tenderer's Credential Proforma. No document in support of minimum eligibility criteria will be accepted/entertained after opening of tender.

Issued by

**Registrar, MNNIT, Allahabad**

**INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)**

TWO BID TENDER FOR ELECTRICAL WIRING, REWIRING AND RENOVATION IN LABORATORIES		
TENDER NO.	:	08/MNNIT/SPO/Electrical Wiring, Rewiring and Renovation in Laboratories/AE(M)/ Open Tender/ 2012
COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	28.03.2012
PRE BID CONFERENCE	:	10.04.2012, 11.00 am
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	19.04.2012, up to 05:00 pm
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	19.04.2012, up to 05:00 pm
DATE AND TIME OF OPENING OF TECHNICAL BID (PART-I)	:	20.04.2012, at 11:00 am
DATE AND TIME OF OPENING OF PRICE BID (PART-II)	:	26.04.2012, at 11:00 am
PLACE OF OPENING OF BIDS	:	Institute Conference Room, MNNIT, Allahabad
ADDRESS FOR COMMUNICATION	:	The Faculty In-Charge, Purchase Motilal Nehru National Institute of Technology, Teliarganj, Allahabad-211004

## CONTENT OF BIDDING DOCUMENTS

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into **Six** chapters as under:

### Chapter 1 : Instructions to Bidder/Tenderer (**ITB**)

Tenderer's Credential Proforma for Prequalification of contractor

- (a) Annexure I: Declaration
- (b) Annexure II: General Information
- (c) Annexure III: Organaization Structure of the Firm
- (d) Annexure IV: Details of Projects handled
- (e) Annexure V: Finacial Information
- (f) Annexure VI: Details of completed projects each with an outlay of Rs. 25 lakh or more in the last 5 years.
- (g) Annexure VII: Details Of Ongoing Projects
- (h) Annexure VIII: Information On Works With Existing Commitments
- (i) Annexure IX: Tenders Submitted But Pending Finalisation
- (j) Annexure X: Details Of Machinery, Tools & Equipment/Measuring Equipment Owned.
- (k) Annexure XI: Turn Over For The Last 3 Years
- (l) Annexure XII: Details Of Legal Cases Pending Against The Firm During The Last Five Years
- (m) Annexure XIII: Details Of Key Personnel To be Provided For The Work
- (n) Annexure XIV: Questionnaire
- (o) Annexure XV: Certificate of No Deviation

### Chapter 2 : General Conditions of Contract (**GCC**)

### Chapter 3 : Special Conditions of Contract (**SCC**)

### Chapter 4 : Technical Specifications, Drawings & Special Instructions

### Chapter 5 : Price Bid / Bill of Materials

### Chapter 6 : Standard Forms:

- (a) Annexure A: Articles of agreement
- (b) Annexure B: Performance Bond – Defect Liability
- (c) Annexure C: Maintenance Contract Agreement
- (d) Annexure D: Indenture for Secured Advance

#### **MNNIT's Contact Address Official–Registrar**

**Telephone No.** 0532–2271104, **Fax No.** 0532-2545077

**Email Address:** registrar@mnnit.ac.in

- 1.1 Tenderers are strongly advised to go through all the documents in connection with this contract very carefully.
  - a The Tender documents can be obtained from the office of the **Faculty in-charge (Purchase), MNNIT, Teliyarganj, Allahabad-211004 (India)** on cash payment of Rs.1000/- (non-refundable).
  - b. Bidders are required to submit their price bid in the **given format** only. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
  - c. Clarifications on tender specification if any may be sought by the bidders so as to reach this office at least seven days before the last date for tender submission. MNNIT shall not be responsible for receipt of queries after the due date for seeking of clarification due to postal delay.
  - d. Offers received with any deviation or without relevant information are liable to be rejected.
  - e. The bidder has to quote his Price for **all** individual items in the Rate Schedule of Price Bid. If

the bidder has not quoted the Rate for any item(s), it is considered as **incomplete tender** and tender cannot be accepted.

- f. The tender offer should be kept valid for 120 days from the date of Price bid opening for acceptance by MNNIT. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period. Quoted rate shall be firm throughout the contract period of 120 days months and extended contract period also and no cost escalation is allowed on any account.

OR

Can be downloaded from [www.mnnit.ac.in/tenders.html](http://www.mnnit.ac.in/tenders.html)

However, if tender is downloaded through our website, the same may be submitted directly with demand draft as tender fees of Rs. 1000/- in favour of Director, MNNIT, Allahabad.

## 1.2 **Qualifying Criteria for Bidders:**

The essential qualification requirements of contractor for tender submission shall be as under:

- a. Average annual financial turnover of the Contractor during the last 3 years ending on 31st March 2011, should be **at least Rs. 50 Lakhs** and the bidder should submit copy of the audited Balance Sheet and Profit & Loss Account for the last three years (2008– 09, 2009 –10 & 2010-11), duly certified by chartered accountant / auditor.
- b. Contractors having experience of successfully completed similar works (**Please refer Note below**) during the last 05 years as on 31.03.2011 should be either of the following.
  - i. **Three similar completed works each costing not less than Rs. 25 Lakhs.** OR
  - ii. **Two similar completed works each costing not less than Rs. 30 Lakhs.** OR
  - iii. **One similar completed work costing not less than Rs. 50 Lakhs.**
- c. The bidders to note that possession of Provident Fund (PF) code is not a pre-condition for participation in the tender. However, the successful bidder should ensure to get the PF code No. and the PF amount deducted from their employees are to be deposited in this PF code along with their contribution.
- d. Contractor should have relevant valid **Electrical EB / ES A / EA / ES B grade license** from State Electrical Licensing Board for carrying out this work.

### **Supporting Documents required for pre-qualification criteria :**

The bidders should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory:

- a. Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant) and work orders along with BOQ and completion certificates in support of the qualifying criteria.
- b. Bidder has to submit a copy of registration of PAN No.
- c. Copy of Service Tax Registration certificate.
- d. Copy of PF & ESI registration No (if available)
- e. Copy of **authorization letter / power of attorney of the authorized signatory of the tender document (only in case of owner of the firm is different from authorized signatory).**
- f. **No Deviation Certificate** as per enclosed format.

**NOTE**

1. The meaning of '**similar work**' for this work is "satisfactory execution of one single electrical maintenance / erection works of electrical equipment / cables / panels etc. related to LT & HT installations.
2. The work executed **in the own name of the bidder** only will be considered for similar works executed for meeting the eligibility criteria.
3. JVs / Consortiums / MOUs shall not be considered.
4. Tenderer should submit documents in support of minimum eligibility criteria along with the tender. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.
5. Tender bids not meeting any of the above pre-qualification criteria shall be rejected.

- 1.3 Should be submitted with Sealed Tenders (Pre-qualification cum Techno-commercial bid (Envelop-1) and Price bid (Envelop-2)) superscripted with the tender number and the opening date should be deposited in the office of the **Faculty in-charge (Purchase), MNNIT, Teliyarganj, Allahabad-211004 (India)** on or before scheduled time and date.

**Procedure for submission and opening of tenders.**

Tenderers shall submit their offer in two separate sealed envelopes. **Envelope No.1** to be addressed and superscripted "**Prequalification cum techno-commercial bid**", and containing the pre-qualification documents with the name of work and address of the tenderer in the prescribed form along with supporting documents duly filled in and signed on all pages and the details asked for prequalification and the Main Tender Document, which is the techno-commercial bid.

The E.M.D. + Cost of form (if downloaded) has also to be kept in the same envelope-1.

Letter accompanying the tender with any technical details other than those stipulated in the tender has also to be kept in this envelope.

The contractor has to study the tender and any technical improvement/comments they feel to be incorporated may be specified by the contractor along with the techno-commercial bid in **envelope-1**. Financial implications of conditions (if any) which the contractor has included in the prequalification bid may be loaded with the price quoted for comparison of bids. The decision of MNNIT, Allahabad will be final and binding on the contractor in this respect.

Bidders shall also enclose the following documents in **envelope-1**:

- i. Programme for Completion
- ii. Contractor's proposed site organization chart.

**Envelope No.2** is to be addressed and superscripted "**PRICE BID**" and shall contain the Schedule of items and rates and priced bid duly filled in the manner specified in the tender schedule duly signed on all pages.

Envelope-2 **SHALL NOT** contains any other documents including requests for any change in technical/commercial conditions.

Envelope Nos.1 and 2 shall be put together in envelope No.3 duly **sealed and indicating Tender number, the name and address of the tenderer** and to be addressed and superscribed "**Tender for Electrical Wiring, Rewiring and Renovation in Laboratories at MNNIT, Allahabad,**" and should be deposited in the office of the **Faculty in-charge (Purchase), Motilal Nehru National Institute of Technology, Teliyarganj, Allahabad-211004 (India)**.

- 1.4 Prequalification cum techno-commercial bids will be opened in the presence of contractors or their authorized representatives who are present at **Institute Conference Room, MNNIT**.

The bids of those contractors who have submitted EMD will be considered for further evaluation. These contractors shall have to submit if requested by MNNIT, Allahabad, additional details/clarifications on technical/commercial matters, in order to bring all bids to the same

technically and commercially acceptable level. The priced bids of those contractors who meet the minimum pre-qualification criteria shall be opened on another day as specified in Time Table given.

- 1.5 After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the tenderers and other persons not officially concerned with such process.
- 1.6 Prior to the expiry of the period of validity of the tender, MNNIT Allahabad will notify the successful tenderer in writing by registered letter that his tender has been accepted. This letter (herein after referred as letter of intent) shall name the sum which MNNIT, ALLAHABAD will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the works by the contractor as specified by the contract (herein after called the contract price). This letter of intent will constitute the formation of a contract.
- 2.1 The tender form must be filled in ENGLISH. If any of the documents is missing or unsigned the tender may be considered invalid by MNNIT, Allahabad at its discretion.
- 2.2 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions may be rejected.
- 2.3 Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at MNNIT, Allahabad's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
3. The Tenderers are to quote firm rate in Indian Rupees for supply, installation, testing, commissioning and taking into account all Taxes and expenses for the finished item and including of costs for **the defect liability period of 12 months** from the date of taking over.
4. If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co- partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, 1956, it shall be signed by the Managing Director or by one of the Directors duly authorised on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed envelope.

## **5. EMD / SECURITY DEPOSIT / RETENTION MONEY**

### **5.1 E.M.D**

Earnest Money Deposit is Rs. 2,00,000/- (Rupees Two Lakhs only).

EMD of the unsuccessful tenderers will be refunded without any interest on finalization of contract with the successful tenderer or on the expiry of the validity period whichever is earlier.

E.M.D. may be forfeited,

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

### **5.2 SECURITY DEPOSIT:**

The successful tenderer will deposit initial security deposit, an amount equal to 10% of the awarded contract value including EMD, paid in the form of DD from Nationalized Bank and valid for the entire period of construction plus defect liability period of 12 months within one week of the award of the work.

EMD will be refunded to the contractor after remittance of the security deposit and execution of the agreement.

All the deposits of E.M.D, SECURITY DEPOSIT AND RETENTION MONEY will not bear any interest whatsoever.

- 5.3 **RETENTION MONEY:** at the rate of 10% of the value of work done for each running bill will be deducted from first and following certificates until such time as the cumulative total of such deductions (hereinafter referred to as the Retention money) shall amount to 10% of the contract

price named in the letter of acceptance. Upon completion and issue of certificate of completion of work, 50% of total Retention Money (i.e. 5% of contract price) will be released. The balance of the Retention Money (i.e. 5% of contract price) will be released at the expiry of defects liability period of 24 months provided always that at such time there shall not remain to be executed by the contractor any works ordered during such period pursuant to Conditions of Contract. The owner shall be entitled to withhold the payment until the completion of such work or so much of the balance of rate may as shall in the opinion of the Architect/Consultant represent the cost of the work so remaining to be executed.

5.4. Income tax and surcharge on Income tax at the rate prevailing at the time of payment will be deducted from **each running bill and final bill**.

5.5 All statutory payments in connection with the employment of the Workmen & Employees State Insurance for this work will be borne by the Contractor at the prevailing rates.

The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds/Employees State Insurance, PF, Cess Act 1996 etc.

The contractor will be responsible for the payment of minimum wages and compliance under the various enactments regarding the workers deployed by him.

5.6 Sales tax on work (work contract tax) shall be deducted at the prevailing rates. The deduction towards statutory deductions shall be changed if the government revises the rate. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

5.7 Service tax, at applicable rate shall be reimbursed to the contractor on submission of definite proof of having paid the same to the concerned authorities.

## **6. PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Price Bid. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the "MNNIT, ALLAHABAD" has the liberty to forfeit the Earnest Money Deposit.

## **7. INSPECTION OF SITE**

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions approaches, availability of raw materials, geological and weather conditions etc. before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Registrar, MNNIT, Allahabad.

## **8. QUANTUM OF WORK**

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the "MNNIT, ALLAHABAD" do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions, or additions at the discretion of the "MNNIT, ALLAHABAD" without affecting the terms of the contract. "MNNIT, ALLAHABAD" reserves the right to increase or decrease the quantum of work at site without assigning any reason.

## **9. ALL INCLUSIVE RATES**

The contractor's rate must be firm and include the cost of transportation of material to the site, all taxes such as Sales Tax, Excise and Octroi etc. and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the Contractor shall be firm throughout contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. In addition to the statutory deductions towards Income Tax, work contract tax shall be deducted and paid to state government at the applicable rates. However the rate of deduction towards work contract tax shall be changed if the government revises the rates. Deductions shall also be made towards any other tax imposed by the government prior to the last date for submission of Tender. It should be clearly understood that any claims for Sales Tax, Excise duty, Construction tax or any other tax existing as on the last date for submission of Tender, shall not be entertained in any case what so ever, once the tenders are opened. Also, any claim on account of variation in the rates of taxes prevailing as on the last date for submission of Tender, will not be considered.

## **10. INTERPRETING SPECIFICATIONS**

In interpreting the specifications, the following order of decreasing importance shall be followed:

- a) Schedule of quantities
- b) Special Conditions of Contract
- c) Drawings
- d) Technical specifications
- e) Instructions to Tenderers & General Conditions of Contract

Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the MNNIT, Allahabad shall be final.

11. No alterations shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the contractors, Contract form, Conditions of the Contract, Drawings and Specifications and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.
12. The acceptance of a tender shall rest with the Authorized official / committee of the "MNNIT, ALLAHABAD", who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.
13. The authorized official / committee of the "MNNIT, ALLAHABAD" reserves the right of accepting the whole or any part of the tenders received and the tenderer shall be bound to perform the same at the rate quoted.
14. The work shall be carried out under the direction and supervision of the authorized official / committee of the MNNIT, ALLAHABAD or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.
15. The MNNIT, ALLAHABAD's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by the MNNIT, ALLAHABAD shall be immediately removed by the contractor.

## **16. SUB-LETTING:**

No part of the contract shall be sublet without the written permission and approval of the Director, MNNIT, ALLAHABAD nor shall transfers be made by Power of Attorney authorizing others to carryout the work or receive payment on behalf of the tenderer.

## **17. DEFECTS LIABILITY PERIOD:**

Any defect developed within 'Defect Liability Period' of **12 Months** will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor in time, MNNIT, ALLAHABAD or their representative shall get the work done at the risk and cost of the contractor.

## **18. DELAYS IN COMMENCEMENT**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

## **19. OCCUPATION IN PART**

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

20. The contractor should inspect the source of material, their quality, quantity and availability. The material must strictly comply with the relevant I.S. specifications.
21. The contractor must co-operate and co-ordinate with other contractors involved in other works on the site. The contractor should also note that they shall have to clear the site of vegetation, debris etc. before the commencement of the work and that no extra payment is permissible on this account.

## **22. PERIOD OF CONSTRUCTION**

Time is the essence of the contract. The total work has to be completed within the time stipulated in the Notice Inviting Tender. Commencement of the work shall be considered from the 7<sup>th</sup> day on receipt of work order or the date of handing over the site whichever is later. The contractor shall

draw a detailed schedule of programme in an approved format conforming to the approved Mile stones, within two weeks of date of issue of work order and submit to the Director, MNNIT for their approval.

**23. PENALTY FOR DELAY**

The work as per Mile stone achievement dates has to be completed and handed over within the stipulated time as per tender conditions. If the contractor fails to complete and hand over the work within the specified Mile stone period, penalty shall be charged at **1.00%** of the proportionate contract amount per week of delay till it is handed over or till the penalty reaches **10%** of the contract amount, after which the Owner shall have the right to terminate the contract and the balance work will be arranged at the risk and cost of the contractor unless and until the period of completion is suitably extended by the owner due to valid reasons

**25. CONTRACTOR'S STORE AND SITE OFFICE:**

Suitable area near the location of work to the extent available shall be allotted to the contractor free of cost for storing his tools and plants, materials and for his site office. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property and shall cover his property with requisite insurance against theft, fire etc. The contractor however will have to dismantle the sheds and vacate the land of all debris etc. at his own expense after completion of work.

**26. MOBILISATION ADVANCE:**

No mobilization advance shall be paid for this work.

**27. PROCEDURE FOR PREPARATION AND SUBMISSION OF CONTRACT CERTIFICATES AND OTHER BILLS FOR PAYMENT**

**27.1 Contract Certificate:** When the Contractor has carried out works to such extent to justify calling for an interim contract certificate referred as 'RA Bills' as per the provisions of the contract, he shall proceed to prepare and submit for payment papers in the following manner.

All papers should carry the name of work the date of the measurement recording, the contract no., chronological serial no. of the contract, page numbers should be serially marked.

**27.2 Measurements**

- (a) The measurements shall be recorded by the authorized official of MNNIT, Allahabad jointly with Contractor's authorized representative and record directly in the Measurement Books and shall be signed at the end of each session of measurement or the day's work as the case may be, by these parties. Initials of these Engineers with date should be put on every page.
- (b) Extra or deviated items as claimed by the Contractor shall not be recorded in the M. book until they are approved by the competent authority.
- (c) The Contractor shall then prepare his detailed bill, in quadruplicate in the name of the Director, MNNIT, Allahabad (Original, duplicate, triplicate & quadruplicate) based on the certified measurements, and the accepted rates applicable for each item. There shall be an abstract of the value of works measured for each. The quantities given herein shall be the total up to date quantities. The deduction to be made such as Retention money, Income tax, Sales tax, Labour Welfare Fund, advances already made on earlier bills, cost of materials if any issued etc. will be made and the net amount will be arrived at. These together with copies of accepted 'Measurements' sheets along with the M. book shall be submitted with a covering letter addressed to the Director, MNNIT, Allahabad.
- (d) The MNNIT, Allahabad shall verify the bills and the M. book, incorporate necessary corrections, wherever deemed necessary, get it audited and arrange for the payment. Payment shall be by cheques and pay orders.
- (e) Extra items, which are not ordered in writing by the MNNIT, Allahabad, should not be included in the measurements.

**27.3 Certificate of Payments :**

The contractors shall be paid payment by the MNNIT, Allahabad from time to time by installments under Interim payment certificates to be issued to the contractor on account of the works executed. Retention as per Clause no. 5.3 of the Instruction to the tenderer will be recovered.

- (a) The sum payable as secured advance shall not exceed 75% of the quoted rate for supply and installation of the item. The contractor has to submit indenture for secured advance in the prescribed format. This amount will be recovered on pro rata basis from the subsequent running bill.
- (b) The materials comply with the specifications prescribed.
- (c) The materials are properly stored and protected against loss or damage, to the satisfaction of the owner.
- (d) The contractor shall maintain proper record of order, receipt and consumption of these materials to the satisfaction of the owner.
- (e) The materials are incorporated in the work within a reasonable time from the payment date.
- (f) Ownership of such materials is deemed to rest with the Owner.
- (g) Maximum of one claim per month and minimum value shall be Rupees Ten lakh.
- (h) Secured advance would be given for materials brought to site only on submission of duly filled-in indenture form for secured advance by the contractor.
- (i) The secure advance will be recovered progressively from running bills.
- (j) The MNNIT, Allahabad shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
- (k) The MNNIT, Allahabad shall have power to withhold any Certificate for making any correction in any previous Certificate which shall have been issued by him.
- (l) No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

#### **27.4 Right of Technical Scrutiny:**

The MNNIT, Allahabad shall have a right to cause a technical examination of the works by any of the persons or organizations as appointed by the MNNIT, Allahabad and all the bills of the contractor including all supporting vouchers, abstracts etc. of all bills. If as a result of this examination or otherwise any sum is found to have been over paid or over certified, it shall be lawful for the MNNIT, Allahabad to recover the sum from any payment due to the contractor for this works or any other work or works being carried out by the contractors elsewhere under the MNNIT, Allahabad.

#### **27.5 Abandonment of works:**

If at any time after the acceptance of the tender, the MNNIT, Allahabad shall, for any reasons whatsoever not require the whole or works any part of the works to be carried out, MNNIT, Allahabad shall give notice in writing to the contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

#### **27.6 Return of Surplus materials:**

Notwithstanding anything to the contrary surplus contained in any or all the clause of this materials contract, where any material for the execution of the contract is procured with the assistance of the MNNIT, Allahabad by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the prior written permission of the MNNIT, Allahabad and return it to the MNNIT, Allahabad, if required by the MNNIT, Allahabad, at the price to be determined by the Director, MNNIT having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales-tax, octroi, and other such levies paid by the contractor in respect thereof. In the event of breach of the aforesaid condition, the contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and criminal breach of trust, be liable to honour for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### **27.7 Right of MNNIT, Allahabad to terminate Contract in the event of death of contractor if individual:**

Without prejudice to any of the rights or remedies under this contract, if the contractor, being an individual, dies, MNNIT shall have the option of terminating the contract without incurring any liability for such termination.

**27.8 Payment terms:**

100% payment shall be made for the work completed as per the price schedules against submission of tax invoice. the contractor can raise the bills once in a month or depends upon quantum of work completed.

**28. WATER AND ELECTRICITY:**

The contractor shall make his own arrangement for water and electricity required for the works. The MNNIT, Allahabad will not be responsible for the supply of either electricity or water.

**29. INSURANCE:**

The successful contractor shall take necessary **All Risk Insurance Policy for the full contract value**, jointly in the name of the MNNIT, ALLAHABAD and the contractor, and the original policy shall be deposited with the MNNIT, ALLAHABAD. The policy shall be kept updated until the work is completed.

**30. CHECK LIST FOR TENDER:**

All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by MNNIT.

- **Envelope No. 1:**

Enclosures:

- E M D
- Tender fees (if tender document is downloaded from website)
- Program for Completion
- Contractor's proposed site organization chart
- Letter of Registration/Enlistment with CPWD/PWD/PSU/Indian Railway/Nagar Nigam/RES/Government/Semi-Government undertaking/MNNIT.
- Signature of the contractor on all pages of tender
- Any other Document as specified in the press notice.
- Certificate of Registration for Sales Tax / VAT and service tax.
- List of documents required in support of Tenderer's Credentials.
- Standard Forms enclosure at Annexure-A-Annexure-H

- **Envelope No. 2:** ONLY containing Price Bid / Bill of Materials / Quantities.

**31. TENDERER'S CREDENTIAL PROFORMA FOR PREQUALIFICATION OF CONTRACTORS:**

These Proforma documents (in form of Annexure-I-Annexure-VII) will form part of Pre-qualification bid (Part-I).TENDERER'S must submit documents in support of pre-qualification criteria along with Tenderer's Credential Proforma. No document in support of minimum eligibility criteria will be accepted/entertained after opening of tender.

**TENDERER'S CREDENTIAL PROFORMA FOR**  
**PREQUALIFICATION OF CONTRACTORS**

(TENDERER'S must submit documents in support of pre-qualification criteria along with Tenderer's Credential Proforma. No document in support of minimum eligibility criteria will be accepted/entertained after opening of tender.)

**Annexure-I**

**DECLARATION**

I/We have read and examined the Notice Inviting Tender, Instructions to bidder, and Specifications applicable, Drawings & Designs, General Conditions of Contract, clauses of contract, Special conditions & other documents and rules referred to in the conditions of contract, standard forms, and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified within the time specified in accordance in all respect with the specifications, designs, drawing and instructions in General Rules and Directions and the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

- I/We agree to keep the tender open for 120 days from the date of opening of financial bid and not to make any modification in its terms and conditions.
- I/We are enclosing tender document cost Rs. ....vide demand draft no. .... dated ..... issued by .....
- I/We are enclosing requisite Earnest Money Deposit of Rs. .... vide Demand Draft/Cash receipt/FDR/Bank Guarantee no. .... dated ..... issued by .....
- If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that MNNIT Allahabad shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that MNNIT Allahabad shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise the said performance guarantee shall be retained by MNNIT Allahabad towards security deposit 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 the tender form.
- We have filled and signed the tender documents and the same are enclosed herewith.
- We are hereby returning this copy of DECLARATION duly signed.

**for & on behalf of M/s.** \_\_\_\_\_

**Signature :**

**Name :** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Complete Address:** \_\_\_\_\_

(Seal / Stamp )

**Place :**

**Date :**

**General Information**

- 1) Name of the firm :
- 2) Address :
- 3) Contact person :
  - Phone :
  - Fax :
  - Email :
  - Cell Phone :
- 4) Place and year of Incorporation of the firm :
- 5) Registration No. (Copy to be enclosed) :
- 6) Constitution of the firm (Pvt. Ltd., Public, Proprietary) :
- 7) Name & qualification of the Chief Executive of the firm :

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-III**

**Organization Structure of the Firm**

**Technical Chief of the Organization**

- a. Name :
- b. Designation :
- c. Address :
- d. Telephone :
  - Fax :
  - Email :
  - Cell Phone :
- e. Qualification :
- f. Age :

**Signature (with date) & seal of Bidder/Tenderer**

**Details of Projects handled**

- 1) Details of completed projects each with an outlay of more than Rs.50 lakh the last 5 Years (Furnish in Annexure I )  
(Completion certificates shall be enclosed) :
- 2) Details of ongoing projects  
(Furnish in Annexure II) :
- 3) Information on works for which bids have been submitted and are yet to be completed as on date of this bid.  
(Furnish in Annexure III & IV). :
- 4) Details of Machinery, Tools and Measuring equipment owned (form enclosed  
(Furnish in Annexure V). :
- 5) Details of Key Personnel :

**Signature (with date) & seal of Bidder/Tenderer**

**Financial Information**

- 1) Turn over for the last 3 years  
(Furnish in Annexure VI) :
- 2) Permanent Account No. (IT) :
- 3) Tax Identification No. (TIN) :
- 4) Service Tax Registration No. :
- 5) Audited balance sheet during the last 3 years  
(Enclose copies for the last three years) :
- 6) Income Tax Clearance Certificate  
(Enclose copies for the last five years) :
- 7) Solvency Certificate issued by Nationalized /Scheduled Bank. :
- 8) Whether any legal cases specific for supply, installation, testing and commissioning of Elevators are pending against the firm during the last five years, Please furnish details (Furnish in Annexure VII). :

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-VI**

*(Sample Format)*

**Details of completed projects each with an outlay of Rs. 25 lakh or more in the last 5 Years.**

(Enclose satisfactory completion certificate and date of completion from the concerned Engineer-in-charge not below the rank of Executive Engineer in the case of Govt. or Chief executive in the case of Private Organization. However, in case of certificate obtained from Private Organisation, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

<b>Project name</b>	<b>Name of the client</b>	<b>Description of work (type of Building)</b>	<b>Contract No.</b>	<b>Value of Contract (Rs. in Lakh)</b>	<b>Date of Work Order</b>	<b>Stipulated period of completion</b>	<b>Actual period of completion</b>	<b>Remarks, Explain reasons for delay, if any</b>

**Signature (with date) & seal of Bidder/Tenderer**

*(Sample Format)*

### **Details of Ongoing Projects**

(Enclose a progress certificate from the concerned Engineer-in-Charge not below the rank of Executive Engineer in the case of Govt. or Chief Executive in the case of Private Organization. However, in case of certificate obtained from Private Organisation, Supporting documentary proof such as Payment details, Bank statement, TDS certificate will also be required to be furnished.)

<b>Project name</b>	<b>Name of the client</b>	<b>Description of work</b>	<b>Contract No.</b>	<b>Value of Contract (Rs. in Lakh)</b>	<b>Date of Work Order</b>	<b>Stipulated period of completion</b>	<b>% progress achieved</b>	<b>Remarks</b>

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-VIII**

*(Sample Format)*

**A) INFORMATION ON WORKS WITH EXISTING COMMITMENTS**

Description of Work	Place and State	Name and address of Client	Value of Contract (Rs. in lakh)	Stipulated period of completion	Remarks

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-IX**

*(Sample Format)*

**B) TENDERS SUBMITTED BUT PENDING FINALISATION**

Description of Work	Place and State	Estimated value of works (Rs. in lakh)	Stipulated period of completion	Date when decision is expected	Remarks

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-X**

*(Sample Format)*

**DETAILS OF MACHINERY, TOOLS & EQUIPMENT/MEASURING EQUIPMENT OWNED.**

<b>Name of Equipment</b>	<b>Nos.</b>	<b>Capacity/Size</b>	<b>Age/Condition</b>

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-XI**

*(Sample Format)*

**Turn Over for the last 3 years**

<b>Sl. No.</b>	<b>Year</b>	<b>Turn Over (Rs. in crore)</b>	<b>Remarks</b>
1.	2008-09		
2.	2009-10		
3.	2010-11		

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-XII**

(Sample Format)

**Details of legal cases pending against the firm during the last five years**

<b>SL. NO.</b>	<b>ORGANISATION AGAINST WHOM THE LITIGATION IS INVOLVED</b>	<b>BRIEF DETAILS OF DISPUTE</b>	<b>AMOUNTS INVOLVED (Rs.)</b>	<b>PRESENT STATUS</b>	<b>Remarks</b>

**Signature (with date) & seal of Bidder/Tenderer**

**Annexure-XIII**

(Sample Format)

**Details of Key Personnel to be provided for the work**

<b>Sl. No.</b>	<b>Key Personnel</b>	<b>Name &amp; Qualification</b>	<b>Years of Experience</b>
1.			
2.			
3.			
4.			
5.			

MNNIT, Allahabad shall have the right to demand augmentation of the staff if required.

**Signature (with date) & seal of Bidder/Tenderer**

**QUESTIONNAIRE**

Questionnaire to be answered by the bidder by writing **YES** or **NO** in the box given

<b>Sl. No.</b>	<b>Description</b>	<b>Yes/No</b>
01	Whether the bidder has understood the scope of work and agrees to deploy required man power.	
02	Whether the bidder has agreed to all Terms & Conditions given in the tender.	
03	Whether the bidder has their own code for ESI & PF. (A copy of the certificate to be enclosed).	
04	Whether the bidder has enclosed copy of the present Service / Sales / Works contract sales Tax registration certificates. If a vendor is exempted from the registration under Service / Sales Tax, the reason there of be stated.	
05	Whether the vendor / Contractor is availing service Tax credit / VAT Credit for their inputs.	
06	Whether the vendor will submit Service Tax invoice as per the existing ACT and the rules their under.	
07	Whether the bidder agrees to Pay Wages as per Minimum wages Act, EL Wages, Holiday Wages as per Tamil Nadu Factory rules. (Necessary proof should be submitted while claiming running bill and final bill.)	
08	Whether the PAN Number of the bidder is furnished. If exempted from IT, the exemption certificate shall be enclosed.	
09	Whether the bidder agrees to keep the validity of their offer for <b>120 Days</b> from the date of opening of price bid and keep the prices firm throughout the contract period.	
10	Whether the bidder agrees for the payment terms of MNNIT.	
11	Whether the bidder has agreed to submit EMD of <b>Rs. 2,00,000/-</b> and has submitted the same along with technical bid. (If not enclosed the tender will not be considered).	
12	Whether the bidder has agreed to submit Security Deposit before commencement of the work.	
13	Whether the Bidder has enclosed the list of their clients with addresses & contact persons.	
14	Whether the Bidder has enclosed the list of similar works carried out with supporting documents	
15	Whether the includability / excludability of the taxes and duties in the rates offered has been clearly indicated. If the same is not done, MNNIT will choose to assume the rates are inclusive only.	
16	All payments by MNNIT will be made through e-payment only. The required certificate as enclosed in the tender is submitted by the bidder with Banker's signature. (Submission of e-fund transfer format is not mandatory for submission of bids).	
17	Whether the bidder has submitted the proof of average annual turnover for last 3 years for a value of Rs. 50 lakhs or more.	
18	Whether the bidder has visited the factory and ascertained the working conditions?	
19	Whether the prices against all the schedules in the price bid (Sl. No 1 to 50) prices has been filled up without any blank?	

Note: If any of the question is not applicable, please mention as "Not Applicable (NA)"

**CERTIFICATE OF NO DEVIATION**

I/We ..... of M/s .....

hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am

/We are agreeing to all the terms and conditions mentioned in the Tender Specification.

Date:

**Signature (with date) & seal of Bidder/Tenderer**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) MNNIT means MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY, ALLAHABAD-211004 (INDIA)
- b) ARCHITECT/CONSULTANTS shall be Architect for the time being or from time to time duly appointed by the "MNNIT ALLAHABAD" to act as 'ARCHITECT/CONSULTANTS' for the purpose of the contract appearing in some parts of the document. The word 'consultant' and consulting Engineer shall also mean the said ARCHITECT/CONSULTANTS or consultants representing him.
- c) ENGINEER shall be the person representing "MNNIT ALLAHABAD" supervising the work.
- d) CONTRACTOR shall mean the successful tenderer to whom the contract has been awarded
- e) SUB-CONTRACTOR shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Registrar MNNIT, Allahabad and the legal representatives, successors and assignees of such person.
- f) CONTRACT shall mean and include the following:-  
Notice inviting tender, tender form, General Conditions of Contract, special conditions, Articles of Agreement, Technical Specifications, Bill of Quantities, Drawings, Work Order and/or any other correspondences of negotiations.
- g) SITE shall mean the actual place in, over or under which work is to be done, allotted by the MNNIT ALLAHABAD for Contractor's use.
- h) WORK of the Contractor shall mean and include materials or labour or both.
- i) CONTRACT PRICE shall mean the sums referred to in the formal agreement, if any or the work order.
- j) SCHEDULE OF QUANTITIES is the schedule of approximate quantities of various items of work with specification for unit rate.
- k) SCHEDULE OF RATES is the schedule showing unit rates, against specification of various items of works.
- l) Owner means MNNIT ALLAHABAD.

**2. ASSIGNMENT AND SUB-CONTRACTING**

**2.1 ASSIGNMENT:**

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the Registrar MNNIT, Allahabad.

**2.2 SUB-CONTRACTING:**

The Contractor shall not sub-contract the whole of the contract. The Contractor shall not sub-contract any part of the works without the written consent of the MNNIT ALLAHABAD and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults and neglects of the sub-Contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants, or workmen.

**3. DRAWINGS**

**3.1 ISSUE OF DRAWINGS:**

Drawings approved for construction will be issued to the Contractor progressively during the contract period and the Contractor shall arrange for the execution of the works and the procurement of materials accordingly. The Contractor shall give adequate notice in writing to the Director, MNNIT or his representative of any further drawings or specifications that may be required for the

execution of the works or otherwise under the contract.

### 3.2 COPIES OF DRAWINGS TO BE KEPT AT SITE:

One copy of the drawings furnished to the Contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the "Director, MNNIT" or their representative and by any other person authorized by the " Director, MNNIT " in writing.

### 3.3 ISSUE OF FURTHER DRAWINGS AND INSTRUCTIONS:

The shall have full power and authority to supply to the Contractor from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

### 3.4 OWNERSHIP OF DRAWINGS:

All drawings supplied to the Contractor are deemed to be the property of MNNIT ALLAHABAD. The Contractor agrees not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

### 3.5 EXECUTION AS PER DRAWINGS:

The Contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorized by MNNIT ALLAHABAD.

### 3.6 PLANS AND DRAWINGS TO BE SUBMITTED BY THE CONTRACTOR:

The Contractor shall submit the following information in triplicate to Director, MNNIT, Allahabad for approval within the time stipulated for each item mentioned below: -

- a) A general tentative layout plan of construction plant and equipments for the execution of work within 7 days from the date of receipt of work order.
- b) Shop Drawings or prints showing the location of major equipments, its foundations and other items which he proposes to put up at the site, including any changes in the general layout, at least 7 days prior to the commencement of the respective work.
- c) Layout and details of temporary works that the Contractor wants to carry out to fulfill his obligation under the contract Within 15 days the Director, MNNIT will give their approval/comments sufficient to proceed with the work or objections/instructions to the Contractor based on which the drawings shall be revised and submitted again for approval by the Contractor.

All these plans and drawings submitted by the Contractor and approved by the Director, MNNIT, Allahabad shall become part of the contract.

### 3.7 ROYALTIES AND PATENT RIGHTS

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the contract sum and the Contractor shall indemnify the "MNNIT ALLAHABAD" from and against all claims, proceedings, damages, costs and expenses which may be brought or made against the "MNNIT ALLAHABAD" or to which they may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

## 4. GENERAL OBLIGATIONS

### 4.1 INSPECTION OF SITE etc. BEFORE SUBMISSION OF TENDER:

The Contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the facilities available at site, the accommodation he may require, the nature of works already going on at the site and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender.

### 4.2 SUFFICIENCY OF TENDER:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced bill of

quantities and the schedule of rates and prices, if any, with tender rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

#### 4.3 CLARIFICATION BEFORE SUBMITTING TENDERS:

Should the Contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the "MNNIT ALLAHABAD" and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the "MNNIT ALLAHABAD" shall have the right to ask the Contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.3.1 It is specifically understood that the moment the tender is submitted the contractor shall be deemed to have complied with the conditions in clause 4.1 and 4.3 and has also satisfied himself about the requirement therein.

#### 4.4 RATES QUOTED FOR FINISHED WORK:

The rates quoted in the tender by the Contractor must be for the finished work as per the drawings and specifications. The rate shall remain firm throughout the period of contract, including extended period if any, granted by the owner.

#### 4.5 LOCATION OF WORK:

Unless specifically mentioned in the item, the work described there-in may be at any Institute or location or elevation.

#### 4.6 TENDERS OPEN FOR:

The tender shall remain open for acceptance for a period of 120 days from the date of submission of the tender.

#### 4.7 COMMENCEMENT OF WORK:

The Contractor shall commence the work at site, within 7 days of issue of formal work order or date of handing over of the site whichever is later or being advised by the MNNIT ALLAHABAD unless otherwise specified, and shall proceed with the same with due expedition.

#### 4.8 PROGRAMME OF WORK:

Soon after the award of contract, the Contractor shall submit to the Director, MNNIT for his approval a programme to match with the planned completion of the whole job, confirming to the approved Mile stones showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Director, MNNIT or Director, MNNIT representative, furnish further detailed programme in an approved format and particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works, which the Contractor intends to supply, use or construct as the case may be. The Contractor shall however, taken into consideration the nature and progress of the civil works of which the lift shall form an integral part and incorporate necessary checks and balances so as to synchronize the lift work along with the civil works of the building structure. Submission to and approval, if any, by MNNIT ALLAHABAD or his representative of such programmes or particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

#### 4.9 CONTRACTOR'S EMPLOYEES:

The Contractor shall provide and employ at site in connection with the execution and maintenance works.

- a) Only such technical assistants as are skilled and experienced in their respective fields and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works.

#### 4.10 REMOVAL OF WORKMEN:

The MNNIT ALLAHABAD shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Director, MNNIT misconducts himself or is

incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Director, MNNIT to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the Director, MNNIT.

**4.11 COMMUNICATIONS TO BE IN WRITING:**

All references, communications, correspondences made by MNNIT ALLAHABAD, the Director or the Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

**4.12 OCCUPATION AND USE OF LAND:**

No land, building belonging to or in the possession of MNNIT ALLAHABAD shall be occupied by the Contractor. The Contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works. Under no circumstances, the roads within MNNIT ALLAHABAD campus shall be used for dumping/ collection of materials by the contractor.

**4.13 CONSTRUCTION OF SITE-SHED:**

Any site-shed, proposed to be temporarily constructed by the Contractor for his office work, storage of materials etc., shall conform to the standard sketch, or to the plan approved by the . Permission for the construction of such sheds shall be obtained in writing.

**4.14 MATERIALS, TOOLS AND PLANT:**

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender if any, shall be supplied by the Contractor. Materials so supplied shall have the approval of the Director, MNNIT before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

**4.15 TOLLAGES ETC.:**

The Contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any for getting stone, gravel, sand, clay and all other materials required for the works.

**4.16 SETTING OUT:**

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to do so by the Director, MNNIT or representative of Director, shall at his own cost rectify such error to the satisfaction of the Director, MNNIT or his representative. The checking of any setting out or of any line or level by the Director, MNNIT or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall provide all necessary instruments, appliances and labour required by the Director, MNNIT or his representative for checking, if any, of the setting out. The Contractor shall carefully protect and observe all bench marks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of reference and level pillars and their dismantling, when no longer required.

**4.17 DAMAGE TO PERSONS AND PROPERTY:**

The Contractor shall indemnify and keep indemnified the MNNIT ALLAHABAD against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

**4.18 CO-OPERATION WITH OTHER AGENCIES:**

The Contractor shall co-operate with the work of other agencies or Contractors that may be employed or engaged by the MNNIT ALLAHABAD and as far as it relates to the Contractors' work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

**4.19 BARRICADING AROUND EXCAVATED TRENCHES ETC:**

The Contractor shall at his own cost provide around excavation, temporary barricading with warning signals during day and night and shall maintain it so long as the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structurals, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

#### 4.20 FABRICATION DRAWINGS:

Contractor shall prepare at his own cost all fabrication drawings of all structural steel works and submit them to the Director, MNNIT for their approval at least before 15 days of commencing the fabrication. All the details like sizes, capacities, dimensions, arrangement of fabrication etc. should be clearly indicated on these drawings.

#### 4.21 PROTECTION OF UNDERGROUND SERVICES:

The Contractor must take precautionary measures to protect the underground and other services lines viz. cables, water and sewer lines, etc. and observe any specific instructions which may be given in this regard by the Director, MNNIT.

#### 4.22 DEWATERING TRENCHES AND PITS:

The tendered rates shall always be deemed to have taken into account the cost of removal of silt and materials that may ship in the trenches and pits and de-watering the trenches or pits of water accumulated or collected through seepage or subsoil water or rain water. The Contractor shall in no case be entitled to claim any extra amount for the above work. The Contractor shall remain prepared with necessary pumps and equipment for de- watering the trenches or pits so as to avoid unnecessary delay and possible damage to the property etc.

#### 4.23 WORK IN OR AROUND OPERATING PLANT OR OFFICES ETC:

Where the work is being carried out in or around an operating plant where the plant must run uninterrupted, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and the Director, MNNIT Similar arrangement must be made while executing works inside the offices, buildings etc. without causing disturbance to the office work. For this the work may be required to be done during off-hours and Sundays. No extra payment will be allowed beyond the rates quoted for doing work in the manner described above.

#### 4.24 WORK IN SHIFTS AND ON OFF-DAYS:

The Contractor shall work in one or more shifts as also on Sundays and off days to complete the work on time, if so required by the Director for which the MNNIT ALLAHABAD shall not be liable to pay any extra. If instructed by the Director, MNNIT, the Contractor should carry out the work in the night also.

#### 4.25 SITE ORDER BOOK:

A site order book must be maintained and always be available at site to record the instructions by the Director, MNNIT or his representative. The Contractor must see that the instructions noted therein are properly carried out.

#### 4.26 DELAYS IN OBTAINING MATERIALS SUPPLIED BY THE OWNER:

If MNNIT ALLAHABAD has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the Contractor shall keep himself in touch with day-to day position regarding the supply of materials from the MNNIT ALLAHABAD and so adjust the progress of the works that labour may not remain idle nor there by any other claim due to or arising from delay in obtaining the materials.

#### 4.27 RECORD OF MATERIALS SUPPLIED BY THE OWNER:

The Contractor shall maintain an account of different materials obtained from the MNNIT ALLAHABAD for executing the works under the contract. The Director, MNNIT shall have the right to check the position of materials at all times.

#### 4.28 SAFE STORAGE OF MATERIALS SUPPLIED BY THE OWNER:

The Contractor shall be responsible for the safe storage of materials supplied by the MNNIT ALLAHABAD for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the Contractor shall be charged as specified in the special conditions.

#### 4.29 TRANSPORT OF MATERIALS SUPPLIED BY THE OWNER:

Unless otherwise specified, all the materials supplied by the "MNNIT ALLAHABAD" shall be transported by the Contractor from the "MNNIT ALLAHABAD's" store/ yard, to the site of work at no extra cost.

#### 4.30 SITE TO BE KEPT CLEAN:

The surplus spoil and dismantled debris shall be removed to a place as directed by the Director, MNNIT and stacked, leveled and dressed as directed.

**4.31 CONFLICT IN MEANING BETWEEN SCHEDULE OF RATES AND SPECIFICATIONS:**

The schedule of rates shall be read in conjunction with the specifications, and in the event of conflict in meaning between the two, the corresponding item in the unit rate specification shall always have precedence over the specifications.

**5. LABOUR**

**5.1 LABOUR RULES:**

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matters of liabilities of owners to employees. The rule and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.

**5.2 REPORTING ACCIDENT OF LABOUR:**

The Contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the Director, MNNIT or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

**5.3 PROVISION OF WORKMEN'S COMPENSATION ACT:**

The Contractor shall at all times indemnify and keep indemnified the MNNIT ALLAHABAD against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all cost and expenses or penalties incurred by the MNNIT ALLAHABAD in connection therewith. In any case in which, by virtue of the provision of the said Act, the MNNIT ALLAHABAD is obliged to pay compensation to a workman employed by the Contractor in executing the works, the MNNIT ALLAHABAD shall recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the MNNIT ALLAHABAD under the said Act. The MNNIT ALLAHABAD shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by the MNNIT ALLAHABAD to the Contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to the MNNIT ALLAHABAD in law. The MNNIT ALLAHABAD shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the MNNIT ALLAHABAD full security for all cost for which the MNNIT ALLAHABAD might become liable in consequence of contesting such claim.

**5.4 ACCIDENT OR INJURY TO WORKMEN:**

The MNNIT ALLAHABAD shall not be liable for, in respect, of any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-Contractors, and the Contractor shall indemnify and keep indemnified the MNNIT ALLAHABAD against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**5.5 PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

**5.6 AGE LIMIT OF LABOUR:**

The age limit for employment of labour shall be in strict accordance with the existing labour laws.

**5.7 RETURN OF LABOUR EMPLOYED:**

The Contractor, if required by the Director, MNNIT, shall submit return in detail in such form and at such interval as the Director, MNNIT may prescribe showing number of different classes of labour employed on the works from time to time by the Contractor.

**5.8 OBSERVANCE BY SUB-CONTRACTOR:**

The Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the sub-Contractors employed by him in the execution of the contract.

**6. MATERIAL TESTS AND WORKMANSHIP**

**6.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS:**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Director, MNNIT ALLAHABAD or their representative's instructions and shall be subjected, from time to time, to such tests as the Director, MNNIT or his representative may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Director, MNNIT, Allahabad

**6.2 CONSTRUCTION OF PROTOTYPES OR SAMPLES OF WORK:**

The Contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the Director, MNNIT. Such prototypes or samples of work, after approval by the Director, MNNIT ALLAHABAD, shall serve as the standards to be achieved in the final construction.

**6.3 COST OF SAMPLES:**

All samples shall be supplied by the Contractor at his own cost.

**6.4 COST OF TESTS:**

The cost of making any test as per specifications shall be borne by the Contractor, and the Contractor should arrange for all facilities like testing equipments, meters, instruments as required for carrying out such tests.

**6.5 INSPECTION OF OPERATION:**

The MNNIT ALLAHABAD or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in obtaining the right to such access.

**6.6 EXAMINATION OF WORK BEFORE COVERING UP:**

No work shall be covered up or put out of view without the approval of the Director, MNNIT or his representative and the Contractor shall afford full opportunity to the Director, MNNIT or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Director, MNNIT's representative wherever any such work or foundations is or are ready or about to be ready for examination and the Director, MNNIT's representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

**6.7 UNCOVERING AND MAKING OPENINGS:**

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Director, MNNIT may, from time to time, direct and shall reinstate and make good such part or parts to the satisfaction of the Director, MNNIT. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 6.6 hereof and found to be executed in accordance with the contract, the expenses of uncovering, making in or through, reinstating and making good the same shall be borne by the MNNIT ALLAHABAD, but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the MNNIT ALLAHABAD and deducted by the MNNIT ALLAHABAD from any money due, which may become due to the Contractor, without prejudice to any other remedy that may be available to the MNNIT ALLAHABAD, by law.

#### **6.8 REMOVAL OF IMPROPER WORK AND MATERIALS:**

The Director, MNNIT or his representative shall during the progress of the works have power to order in writing from time to time:

- a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Director, MNNIT or his representative are not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment thereof of a work which in respect of materials or workmanship is not in the opinion of the Director, MNNIT or his representative in accordance with contract.

#### **6.9 SUSPENSION OF WORK:**

The Contractor shall, on the written order by the MNNIT ALLAHABAD suspend the progress of the works or any part thereof for such time or times and in such manner as the Director, MNNIT may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Director, MNNIT.

### **7. TIME OF COMPLETION AND TAKING OVER:**

#### **7.1 POSSESSION OF SITE:**

Save in so far the contract may prescribe, the extent of portions of the site of which the MNNIT ALLAHABAD is to give possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed. MNNIT ALLAHABAD shall give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the Contractor as he will make in writing to the Director, MNNIT and shall, from time to time as the work proceeds give the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposal.

#### **7.2 TIME OF COMPLETION:**

Time is deemed to be the essence of this contract and the works conforming to the approved Mile stones and the whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3.

#### **7.3 EXTENSION OF TIME OF COMPLETION:**

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the works the Director, MNNIT shall recommend the amount of such extension for approval. MNNIT ALLAHABAD shall intimate the Contractor in writing. Provided that the Director, MNNIT is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 28 days after such work has been commenced or such circumstances have arisen, submitted to the Director, MNNIT full and detailed particulars of any request to the extension of time to which he may consider to be justified.

#### **7.4 FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performance under this agreement if the failure/delay is caused by natural calamity, general strike, curfew, riot, war, or any act of god which prevents normal activities or reasons beyond the control of the party. In such cases, the party affected by this clause shall give written notice to the other party with full details, within a week of the occurrence of the cause. If the force majeure condition affects the completion schedule, the time of completion shall be revised to the extent of loss of time caused by force majeure.

#### **7.5 WORK TREATED AS COMPLETE:**

The works shall not be treated as complete until:

- i) The site is clear from all materials, site shed, etc. and the Director, MNNIT is satisfied with the job done by the Contractor
- ii) The Contractor has submitted the reconciliation statement regarding the stores if any, received

from the MNNIT ALLAHABAD, and all the surplus and salvaged materials are returned to the stores.

- iii) All equipment, tools, plant taken from the MNNIT ALLAHABAD has been returned by the Contractor.
- iv) Any other material, taken on loan/transfer from other agency has been returned by the Contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the Contractor.
- vi) Rectifications of any damage done by the Contractor to the work executed have been satisfactorily done by the Contractor.
- vii) The works shall not be considered as completed until the Director, MNNIT has certified in writing that they have been completed and the Defects Liability Period shall commence from the date of such certificate.

#### **7.6 TAKING OVER:**

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify the Director, MNNIT in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Director, MNNIT and occupied or used by the MNNIT ALLAHABAD or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed for the purpose of other relevant clauses hereof unless and until the provisions of clause 7.5. hereof are fully complied with.

#### **7.7 MAINTENANCE:**

For a period of 12 months commencing immediately after taking over of the work by the MNNIT ALLAHABAD, the Contractor's liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop in his own construction or those of his sub-contractors approved by the MNNIT ALLAHABAD (under clause 2.1 and 2.2) arising solely from faulty materials or workmanship.

If it is necessary for the Contractor to rectify/ reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of 12 months, whichever may be later. If any defects be not remedied within a reasonable time the MNNIT ALLAHABAD may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights which the MNNIT ALLAHABAD may have against the Contractor in respect of such defects.

The Contractor shall bear the cost of such repairs/rectifications carried out on his behalf at site. Immediately upon satisfactory completion of the maintenance period, MNNIT ALLAHABAD shall issue a final certificate indicating that the Contractor has completed his obligation under the contract.

### **8. CANCELLATION / TERMINATION OF CONTRACT:**

#### **8.1 TERMINATION OF CONTRACT:**

- (a) If the Contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particular item or items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carry out his obligation under the contract, then it shall be lawful for the MNNIT ALLAHABAD to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expenses. If the Contractor fails to comply with the above instructions immediately, then the MNNIT ALLAHABAD shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slowly on any particular item or items of work, the MNNIT ALLAHABAD shall have the right to execute this item or items through another agency or

agencies, including its own department.

**(b) CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

MNNIT, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued /shall accrue thereafter to MNNIT cancel the contract in any of the following cases and the Contractor shall be liable to make payment to MNNIT for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall

i) Offer or give or agree to give to any person in MNNIT service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for MNNIT service,

OR

ii) Enter in to a contract with MNNIT in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to MNNIT.

OR

iii) Obtain a contract with MNNIT as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to MNNIT.

**(c) CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT**

MNNIT, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to MNNIT, shall cancel the contract in any of the following cases:

If the Contractor,

i) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

ii) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

iii) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the MNNIT.

iv) Whenever MNNIT exercise the authority to cancel the contract under this conditions, MNNIT may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by MNNIT which is final and conclusive) being less than the contract cost, the advantage shall accrue to the MNNIT and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/ M&S , or the same shall be recovered from the Contractor by other means.

v) In case MNNIT carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the MNNIT with an addition of such percentage to cover superintendence and establishment charges as may be decided by the MNNIT, whose decision shall be final and conclusive.

**(d) CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT**

If the Contractor

- i) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from MNNIT.;
- ii) Fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under;
- iii) MNNIT, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to MNNIT CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever MNNIT exercise the authority to cancel the contract as whole or part under this condition MNNIT may complete the work at the contractor's risk and cost (as certified by MNNIT, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the MNNIT. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by MNNIT or the same shall be recovered from the Contractor by other means. In case the MNNIT carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the MNNIT with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/ M&S, whose decision shall be final and conclusive.

**(e) TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated MNNIT shall have the option of terminating the contract without compensation to the Contractor.

**8.2 BACK CHARGING THE CONTRACTOR:**

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department, shall be at Contractor's risk and cost and shall be recovered from any money due or that may become due to the Contractor without prejudice to any other remedy that may be available to the MNNIT ALLAHABAD in law. If there is any savings in cost due to re-arrangement or supplementing through other agencies the original contractor will not have any claim on this.

**9. ALTERATIONS, ADDITIONS AND OMISSIONS:**

**9.1 VARIATION:**

The Director, MNNIT ALLAHABAD shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any portion of work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of works and,
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way vitiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

**9.2 ORDERS FOR VARIATIONS TO BE IN WRITING:**

No variation shall be made by the Contractor without an order in writing of the Director, MNNIT. Provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by the Director, MNNIT at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Director, MNNIT shall consider it desirable to give any such order verbally, the Contractor shall

comply with such order but it must be followed by confirmation in writing of such verbal order given by the , which shall be deemed to be an order in writing within the meaning of this clause.

### 9.3 EXTRA ITEMS:

Extra items will be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work and all extra items are to be approved by MNNIT ALLAHABAD. Rates for authorised extra items, additional, altered or substituted work as may be ordered shall be determined by the Director, MNNIT as follows:

- (a) In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.
- (b) In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the estimated rate shall be applied in deriving the rates for such items.
- (c) In the case of extra items, whether altered or substituted, for which similar items do not exist in the contract, the rates shall be arrived at on the basis of provisions of Standard Data Book and Schedule of Rates 2010 of Central Public Works Department by adding profit of 10% and applying the contractors' quoted percentage above or below.
- (d) In the case of extra items, whether additional, altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from similar items in the contract, and only partly from the CPWD – DSR 2010 rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Director, MNNIT on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including Contractor's profit. This shall be added on to the CPWD – DSR 2010 rates Departmental Rate 2010 (including contractor's profit) for the other part or the items for which the rates can be derived from the schedule of rates of CPWD – DSR 2010 rates, adjusting the percentage quoted for this part alone.
- (e) In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the Contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the MNNIT ALLAHABAD shall determine the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor.

### 9.4 REBATE/EXTRA OVER ORIGINAL ITEM:

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

- (a) For items not covered in the schedule, rebate/extra shall be derived based on observation/analysis of labour and materials involved in such items with the prior approval of the Director, MNNIT Allahabad.

### 9.5 ITEMS OF AD-HOC NATURE:

The Contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Director, MNNIT and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 10% of the cost.

### 9.6 CLAIMS:

The Contractor shall send to the Director, MNNIT's representative an account, giving full and detailed particulars with proper analysis of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra items of work ordered by MNNIT ALLAHABAD, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the MNNIT ALLAHABAD shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the

Contractor has at the earliest practicable opportunity notified the Director, MNNIT in writing that he intends to make a claim for such work.

#### 9.7 VARIATION IN CONTRACT VALUE

The rate quoted shall remain firm for any variation up to  $\pm 50\%$  of the total contract price.

### 10. MEASUREMENTS

#### 10.1 QUANTITIES:

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works, to be executed by the Contractor in fulfillment of his obligations under the contract.

#### 10.2 WORKS TO BE MEASURED:

The Director, MNNIT shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the Contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist the MNNIT ALLAHABAD or their representative in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agents, then the measurement made by the Owner or approved by him, shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by record and drawings, the Director, MNNIT's representative shall prepare records and drawings month by month and the Contractor, as and when called upon to do so in writing, shall within fourteen days, attend to examine and agree such records and drawings with the Director, MNNIT's representative and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Client/ Director, MNNIT representative for decision by the Client/ Director, MNNIT's notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

#### 10.3 METHOD OF MEASUREMENT:

The works shall be measured in accordance to relevant IS codes notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

#### 10.4 PROVISIONAL SUMS:

"Provisional sum" means a sum included in the contract and so designated in the bill of quantities for execution of works or the supply of goods, materials or services or for contingencies, which sum may be used, in whole, or in part, or not at all, at the direction or discretion of the MNNIT. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as the MNNIT shall approve or determine.

The Contractor shall when required by the Director, MNNIT, produce all quotations, invoices, voucher, and accounts or receipts in connection with expenditure in respect of provisional sums.

### 11. SETTLEMENT OF DISPUTES:

#### 11.1 MATTER TO BE SETTLED BY OWNER:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the Contractor to the MNNIT ALLAHABAD and the MNNIT ALLAHABAD shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter, the decision for which is specially provided for by these or other special conditions to be given and made by the MNNIT ALLAHABAD or by the Director, MNNIT on behalf of the MNNIT ALLAHABAD are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Contractor and shall not be set aside on account of nonobservance of any formality, any omission, delay or error in procedure in or about the same, or on any other grounds or for any reason and shall be without Appeal. Dispute if any arising or in anyway connected with this agreement shall be deemed to have arisen in Allahabad and only courts in Allahabad shall have

jurisdiction to determine the same.

## **12. NOTICES**

### **12.1 SERVICE OF NOTICE ON CONTRACTOR:**

All certificates, notices or written orders to be given by MNNIT ALLAHABAD or by the Director, MNNIT to the Contractor under terms of the contract shall be served by sending by post or delivering the same to the Contractor's place of business or such other address as the Contractor shall nominate for this purpose.

### **12.2 SERVICE OF NOTICE ON OWNER:**

All notices to be given to MNNIT ALLAHABAD under the terms of the contract shall be served by sending by post or delivering the same to the MNNIT ALLAHABAD's address.

## **13. SAFETY CODE**

The contractor shall strictly observe the safety codes and labour laws as detailed under:

- (a) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- (b) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- (c) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- (d) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm.(clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- (e) The excavated material shall not be placed within 1.5 metre of the edge of the trench of half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- (f) Workers employed on mixing and handling material such as Rubble, cement mortar or concrete etc shall be provided with protective footwear and rubber hand-gloves.
- (g) Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- (h) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- (i) The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## **14. ACCIDENTS**

- (a) When excavations have been made obstacles have been put in public through fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirements of law on the subject, and shall provide suitable hoarding lighting and watchman as necessary.
- (b) It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and shall indemnify MNNIT ALLAHABAD, against any claims for damages for injury to person or property, resulting from any such accidents and he shall where the provisions of the Workmen's Compensation Act - apply, take steps to properly insure against any claims there under.
- (c) On the occurrence of an accident which results in the death of any of the workmen employed by the contractor which is so serious as to be likely to result in the death of any such workmen the contractor shall within 24 hours of the happening of such accident intimate in writing to the Owner, the fact of such accident. The contractor shall indemnify Owner against all loss or damage sustained by Owner resulting directly or indirectly from his failure to give intimation in the manner aforesaid, including the penalties or fines if any payable by Owner as a consequence of Owner's failure to give notice under the Workmen's Compensation Act or otherwise conform to the said Act in the regard to such accident.
- (d) In the event of an accident in respect of which compensation may become payable under the

Workmen's Compensation Act VIII of 1973 where by the contractor such sum or sums of money as may be, in the opinion of the MNNIT shall be final in regard to all matters arising under this clause.

**15. FAIR WAGE CLAUSE**

- (a) The Contractor shall pay not less than fair wage to labourers engaged by him on the work, as per existing government rules.
- (b) The Contractor shall notwithstanding provisions of any contract to the Contrary cause to be paid fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractor in connection with said work as if labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the Agreement the Contractor shall comply with or cause to be complied with provisions of the Contract Labour (Regulations and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and Any Amendments thereof and all Legislations and Rules of this State and / or Central Govt. or other Local Authority framed by time to time, Governing the protection of Health, Sanitary Arrangements wages, Welfare, Safety Bonus, Retirement benefits, Retrenchment/Layoff, compensations to payment of wages not paid and deduction unauthorized made, maintenance of wage register, other terms of employment, inspection and submission of periodical returns and all wage cards, publications of scale of wage and returns and all other matters of like nature and shall indemnify MNNIT ALLAHABAD from all or any claims coming under the above Acts and Rules.
- (d) The MNNIT shall have the right to deduct from the money due to the Contractor and any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of the works no payment of wages or deductions made from his or their wages which are not justified by the terms of the Contractor of non-observance of the regulations.
- (e) The regulation aforesaid shall be deemed to be a part to this contract.

**16. LABOUR LAWS**

- 16.1 The Contractor shall comply with the provisions of all Labour Legislation including the requirements of:
  - (a) Payment of Wages Act
  - (b) Owner's Liability Act
  - (c) Workman's Compensation Act
  - (d) Contract Labour (Regulation and Abolition) Act 1970 & Central Rules 1 971
  - (e) Apprentice Act, 1961
  - (f) Any other act or enactment relating employment of labour and rules framed there under from time to time.
- 16.2 The Contractor shall keep the Owner saved harmless and indemnified against claims, if any, of his workmen and all costs and expenses as may be incurred by the Owner in connection with any claim that may be made by any workmen.
- 16.3 The Contractor shall have to obtain license under the said Act and rules and comply with all provisions and obligations. The Contractor shall furnish all information required by the Owner and also indemnify the Owner against any penalties / claims arising from any default on his part.
- 16.4 Contractor shall indemnify MNNIT against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 16.5 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to MNNIT.

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**PART A:**

**PART B: Guidelines to Contractors**

**Brief Scope of Work**

1. Concealed Electrical LAN and telephone wirings are to be done.
2. The wiring will be done through separate PVC Pipes. (For the LAN wiring PVC pipe will be used from wall to table only).
3. The electrical wirings are conditioning, power and light circuits and their PVC pipes will be separate.
4. LAN Cables will be laid through PVC Pipe with the walls.
5. Wiring points of electric, telephone and LAN have to be made by the contractor on walls, ceilings and floor as directed the Engineer in-charge/Work-in-charge.
6. Existing wirings have to be dismantled by the contractor.
7. After completion of all above works, contractor should ensure the system functional/operational without any problem.
8. LAN should be in proper function after shifting/alteration of existing racks/termination of optical fiber/CAT 6 cables and mounting of I/O Boxes etc.

**1.0 Observance and adherence to environmental regulations**

**1.1 General**

MNNIT Allahabad has developed an environmental management system and all the contractors / their employees shall abide the requirements of this system. All the processes employed and materials used shall be environment friendly and in conformance with the legal requirements.

The following are the general guidelines that shall be followed in the campus

- a) No plastic waste shall be dumped in the campus.
- b) When uses of plastics are essential for the working it shall be within the legal requirements
- c) No hazardous material shall be used without the written permission of the campus authorities
- d) No hazardous waste shall be dumped in the campus. All the hazardous waste must be taken back and recycled as per the PCB norms
- e) All ozone depleting substances used if any, shall be permissible as per the legal requirements
- f) All the power generating equipments and fossil fuel powered vehicles/ engines shall have emissions and sound level within the within PCB limits.
- g) No vegetation shall be removed without the permission of the authorities and shall be done only when unavoidable for work.
- h) All equipments and lighting used shall be energy efficient.

**2.0 Temporary Fixtures**

- i) Before erecting temporary shelter like sheds or tents anywhere within the MNNIT Allahabad premises, written permission of competent authority.
- ii) Temporary fixtures like sheds, tents. etc. shall be erected in conformity with normal safety standards. Thatched roof to such fixtures will not be permitted.
- iii) Temporary piping, hose connections and electrical wiring must be laid in such a manner that

they may not, cause tripping or hitting hazard.

- iv) All precautions should be taken to ensure that any temporary electrical wiring used within the campus premises will not cause sparks.

### **3.0 Compressed Gas Cylinders**

Compressed gas cylinders shall be used in upright position. They must be firmly located on the ground on a sturdy stand and the cylinder should be chained to prevent accidental fall.

### **4.0 Housekeeping**

Good housekeeping must be practiced by the CONTRACTOR'S personnel at all times while within the Plant. During and after completion of the work, they are to ensure that their work area is kept clean and tidy. Materials and equipments should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passages and approach to fire fighting equipment such as fire hydrants, fire hoses and fire extinguishers or areas where emergency safety showers, electrical switch panels and switch rooms are located.

### **5.0 Personal Protective Equipment**

For the safe conduction of certain work, personal protective equipment will be stipulated by Safety section or by Supervisor of the area concerned. CONTRACTOR shall provide such equipment to their personnel. However, in certain cases, personal protective equipment maintained by the MNNIT ALLAHABAD will be made available for this purpose in which event, such equipment shall be returned to the authorities in good condition. Personnel working in the process area and those engaged in mechanical work should wear helmets. When working at height, they should use safety belt. They should use proper goggles when engaged in welding or gas cutting.

### **6.0 Clothing**

CONTRACTOR'S personnel shall not wear loose dress while working around moving or rotating machinery and equipment.

### **7.0 Unsafe Practices**

Any unsafe practices or disregard of normal safe working practices by CONTRACTOR'S personnel, when pointed out by MNNIT ALLAHABAD personnel shall be immediately corrected.

### **8.0 Personal Conduct**

- i) Working under the influence of alcohol / narcotics:

Entering the campus premises while under the influence of alcohol/narcotics is strictly forbidden.

- ii) Horseplay

The following activities / behaviours on the part of Contractor's personnel are strictly forbidden:

- (a) Fooling on the Work, mock fighting or fighting within the MNNIT ALLAHABAD premises will not be tolerated.
- (b) Gambling within the MNNIT ALLAHABAD premises.
- (c) Entering the campus premises while in possession of weapons such as knives etc.
- (d) CONTRACTOR'S personnel shall not pick up quarrel or get into arguments with MNNIT ALLAHABAD'S personnel or act in any manner subversive of campus discipline. In case of any misunderstanding, such problems should be referred to the concerned campus personnel.

### **9.0 Fire Protection Equipment**

- i) MNNIT Allahabad will provide standby fire protection equipment wherever it is required. The CONTRACTOR'S personnel who are working on such jobs will be instructed by the Safety section, the operation of such standby fire protection equipment. In the Event of an accidental fire, it is expected of such personnel to make efforts to extinguish the fire with the standby

equipment made available. If the fire situation cannot be controlled, then the CONTRACTOR'S personnel should immediately get in touch with any MNNIT ALLAHABAD'S personnel available. In all cases, accidental fire shall be reported to the Supervisor of the area concerned.

- ii) All efforts should be made by the CONTRACTOR'S personnel to prevent occurrence of any unwanted fire. Gasoline driven engines, trucks, tractors etc. shall not be filled with fuel while the motor is still running.
- iii) Gasoline or naphtha must not be used as a cleaning agent or solvent.

#### **10.0 Report On Accidents**

- i) All personal injuries sustained by the CONTRACTOR'S personnel and damages to vehicles and property, no matter how slight they are, shall be promptly reported to the Assignment Inspector at any time.
- ii) Medical treatment for injured CONTRACTOR'S personnel will be entirely the responsibility of the CONTRACTOR. However, if required, emergency first-aid treatment may be given by MNNIT Allahabad's OHC.

#### **11.0 Warning Notices**

Various sign boards indicating Note, Caution, Warning can be seen at various points inside the Campus. These Sign boards indicate:-

**Note:** Highlights on essential element of a procedure to assure corrections.

**Caution:** Indicates a procedure, practice etc., which if not strictly observed, could result in damage or destruction of equipment

**Warning:** Indicates a procedure, practice etc., which could result in personal injury or loss of life if not followed correctly.

All are requested to follow the guidelines given in the signboards wherever it is installed.

#### **12.0 Special Safety Conditions**

The CONTRACTOR shall abide by the Special Safety Conditions given below.

- Contractor shall deploy experienced supervisors and other manpower, who are well conversant with the safety and environmental regulations of the campus.
- The electricians to be deployed on the job should have Wireman License issued by Statutory Authority
- No work shall be carried out in campus premises without proper valid hot work and/ or work permit. Contractor shall comply with the work permit conditions issued by the MNNIT Allahabad for the specific job.
- All injuries sustained by the Contractor personnel and damages to vehicles and property shall be promptly reported to the Assignment Inspector at any time.
- Contractor shall deploy adequate number of supervisors including specific safety supervisor during the period of execution of the contracts awarded to him
- The contractors whose safety records are not satisfactory will be viewed seriously and necessary action (viz., cancellation of registration/ contract) shall be taken against the contractor.
- All supervisors and workmen employed by the contractor must use, during the work, the following Personal Protective Equipment (PPE) without which permission is liable to be denied.
- The contractor must submit a Method statement detailing the significant environmental incidents and risks.
- Contractor must ensure that all his supervisors are properly trained on safety aspects. The Contractor shall maintain proper documentation in respect of all persons regarding the safety training imparted. At the start of each day's work, the contractor's supervisors shall guide the workers specifically on

the safety requirements of the job and work conditions

- Contractor must submit along with his tender the safety, housekeeping, environment control, dust control and quality assurance plans in the prescribed formats who will form part of tender evaluation.
- Contractor must ensure that in his work site:
  - (a) Appropriate display boards are put displaying signs for site safety, potential hazards and precautions required, and
  - (b) Safety performance scoreboards are provided.
- Contractor shall put all efforts to deploy minimum manpower to execute the jobs in stipulated time by using modern techniques & mechanization.
- Quotation must clearly indicate the number of Supervisors and skilled or unskilled workers, which will be deployed for the job, from time to time during execution of contract.
- Upon award of the contract and prior to commencement of job, the Contractor shall furnish bio-data of all their Supervisors & skilled or unskilled workers. All personnel deployed by contractor for the job must have completed safety training in the campus
- The contractor shall maintain a job-wise register at site in which all safety details like accident report, on-site inspections etc. are entered on regular basis. This register shall be offered for inspection on demand by campus officials.
- The contractor shall employ only medically fit personnel for the jobs.

### **13.0 COMPLIANCE OF HEALTH, SAFETY AND ENVIRONMENT PLANS**

The CONTRACTOR shall comply with the following Health, Safety and Environment Plans and also confirm his/its commitment to the same in the prescribed formats.

- (i) Safety Action Plan
- (ii) Housekeeping Plan
- (iii) Environment Control Plan
- (iv) Dust Control Plan and
- (v) Quality Assurance Plan

I/We are committed to all the above plans.

---

**NAME AND STAMP OF AUTHORISED PERSON OF CONTRACTOR**

**TECHNICAL SPECIFICATIONS**

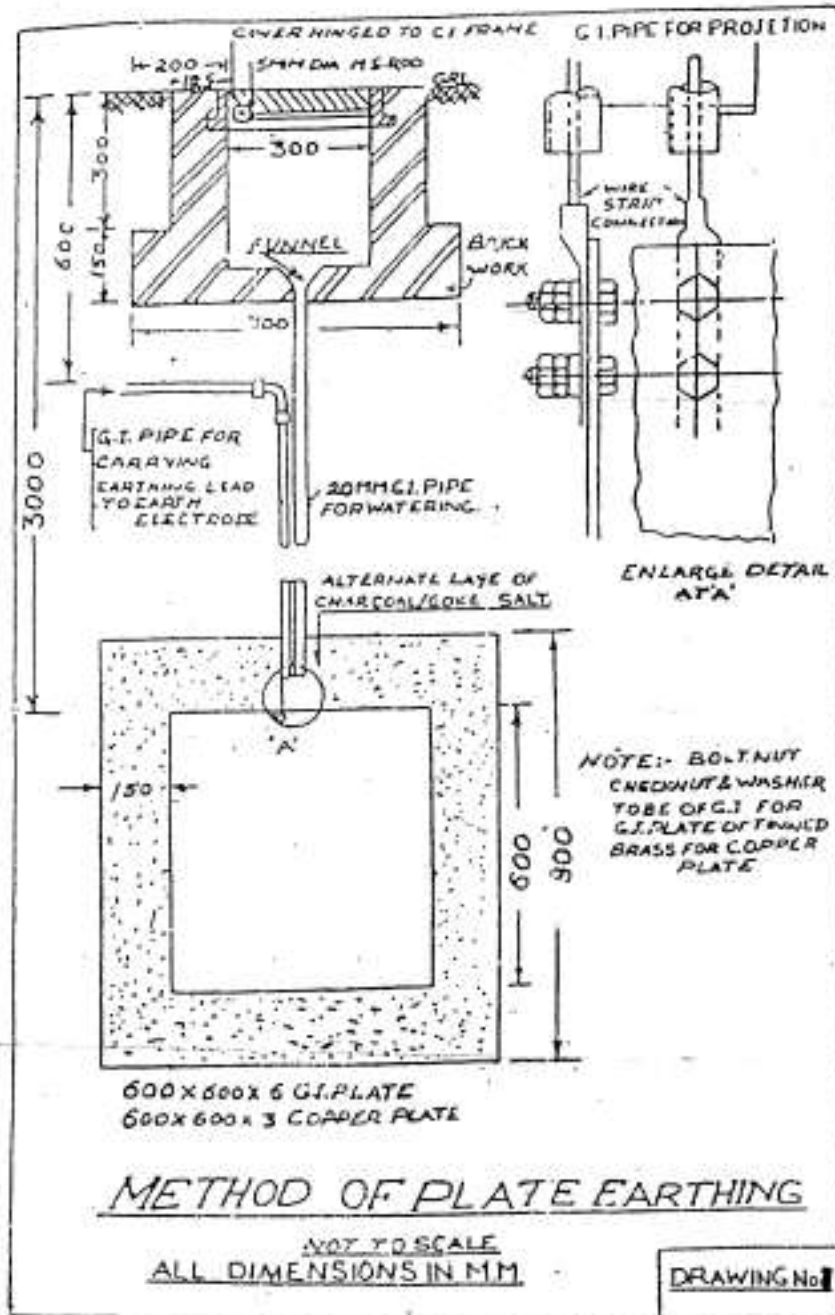
<b>Sl. No.</b>	<b>Description of work</b>	<b>Qty.</b>
1.	Supply and laying of 70 sq mm. x 3 <sup>1/2</sup> core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth 750mm below ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	560 M
2.	Supply and laying of 50 sq mm. x 3 <sup>1/2</sup> core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth 750mm below ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	655 M
3.	Supply and laying of 16 sq mm. x 4 core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth 750mm below ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	230 M
4.	Supply and laying of 25 sq mm. x 3 1/2 core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth 750mm below ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	475 M
5.	Supply and fixing of 70 sq mm. x 3 <sup>1/2</sup> core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	11 Nos
6.	Supply and fixing of 50 sq mm. x 3 <sup>1/2</sup> core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	7 Nos
7.	Supply and fixing of 25 sq mm. x 3 <sup>1/2</sup> core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	32 Nos
8.	Supply and fixing of 16 sq mm. x 4 core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	26 Nos
9.	Supply and fixing of 70 sq mm. x 3 <sup>1/2</sup> core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	52 Nos

Sl. No.	Description of work	Qty.
10.	Supply and fixing of 50 sq mm. x 3 <sup>1/2</sup> core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	48 Nos
11.	Supply and fixing of 25 sq mm. x 3 <sup>1/2</sup> core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	160 Nos
12.	Supply and fixing of 16 sq mm. x 4 core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	160 Nos
13.	Supply and fixing of 200A TPN MCCB 35 KA with MCCB FP Frame enclosure and suitable window, covered with 2mm thick clear acrylic sheet flush in wall on angle iron frame Painting etc. Complete in all respect	29 Nos
14.	Supply and fixing of 4 way (4 + 12) double door three pole and neutral, prewired, sheet steel, MCB Distribution board, 415 volts, on surface/recess, complete with loose wire box,terminal blocks, duly prewired with suitable size FR PVC insulated copper conductor up to terminal blocks, tinned copper busbar, neutral link, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required with 100 A 16 KA, 4 Pole MCCB and 12 Nos 20 to 32 Amp SP MCB C Series. Painting etc. Complete in all respect.	45 Nos
15.	Supply and fixing of 8 way Double Door SP MCB Distribution Board with Single pole and neutral, prewired, sheet steel, 240 Volts on surface/ recess. Complete with loose wire box, terminals blocks, tinned copper busbar, netral link, earth bar, din bar, detachable gland plate, interconnections, including powder coat painting, earthing etc. required and one no. 63A DP MCB 10 KA B/C curve and 6 Nos. MCB (10 to 32A), Painting etc.	35 Nos
16.	Supply and fixing of 4 way MCB Distribution Board with 3 pole and neutral, prewired, sheet steel, 415 Volts on surface/ recess. Complete with loose wire box, terminals blocks, tinned copper busbar, netral link, earth bar, din bar, detachable gland plate, interconnections, including powder coat painting, earthing etc. required and one no. 63A TP MCB 10 KA B/C, Painting etc.	24 Nos.
17.	Supply and wiring of submain with 4x16 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x16 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	40 M
18.	Supply and wiring of submain with 4x10 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x4 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	501 M
19.	Supply and wiring of submain with 4x6 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x4 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	310 M
20.	Supply and wiring of submain with 2x10 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x6 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	600 M
21.	Supply and wiring of submain with 2x6 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x4 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and AC, Painting etc.	2441 M

<b>Sl. No.</b>	<b>Description of work</b>	<b>Qty.</b>
22.	Supply and wiring of submain with 2x2.5 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x1.5 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main. Painting etc.	4388 M
23.	Supply/wiring of Light/Fan point with 2x1.5 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x1.0 sq.mm multistand copper conductor as earth wire with 10A modular switch and ceiling rose/ angle/ batton Holder Painting etc. complete in all respect.	862 Nos
24.	Supply and fixing of Plug point with 2x1.5 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x1.5 sq.mm multistand copper conductor as earth wire with 10/20A modular switch, 6 pin Socket outlet, GI Box, modular Plate Painting etc. complete in all respect.	146 Nos
25.	Supply and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 2 Nos 6 pin 15/16 amps modular socket outlet and 15/16 amps modular switch, connection 3x2.5 SQMM multistand wire, painting etc as required.	394 Nos
26.	Supply burying 600mmx 600 mmx 3 mm Copper plate vertically for earthing with its top at least 3 meter below ground level complete with 20mm dia GI pipe for watering and two no 8 SWG copper in 15 mm dia GI pipe up to switch board,30 cm squired CI frame with hinged cover masonry housing, alternate layers of charcoal/cock and salt at least 150mm thick alround etc complete in all respect.	18 Nos
27.	Supply and fixing of two no. 8 SWG copper wire in 15mmdia G.I. pipe for earthing, laid in ground or in wall duly connected including the cost of cement, sand, labour, T&P other material required for proper completion of the work as directed at site.	395 M
28.	Supply and fixing 20 amps , 240 Volts, SPN industrial type, socket outlet, with 2 pole and earth metal enclosed plug top along with 20 amps “c” series SP MCB, in sheet steel enclosure, on surface or in recess with chained metal cover for the socket outlet and complete with connections, testing and commissioning etc. as required.	125 Nos
29.	Supply and fixing testing of 48" ceiling fan complete with canopy with suitable down rod without regulator complete in all respect.	161 Nos
30.	Supply and fixing of Fan hook with clamp on beam and suitable down rod below false ceiling.	95 Nos
31.	Supply and fixing of modular type Fan regulator	202 Nos
32.	Supply and fixing of factory wired, box/ Channel type T-5 energy saver with powder coated reflector & with end cover for 2 Nos. 28 w T-5 lamp with 2X 28 w T-5 lamp complete in all respect.	293 Nos
33.	Supply and fixing of recess mounting CFL Down light Specially designed for SATIN FINISH aluminium reflector, direct suitable for & with 18/25 watt CFL complete in all respect.	106 Nos
34.	Supply and fixing of Carbon Dioxide Fire Extinguisher capacity 4.5 Kg, ISI Marked.	15 Nos
35.	Dismantling of existing wiring and fixture.	14 Job
36.	Supply and fixing of Rack Mount 24 Port switch with 24 RJ 45 10/100 TX port.	2 Nos
37.	Supply, fixing and Cable Termination of 24 Port Jack Panel.	2 Nos
38.	Supply and fixing of Internet/Outlet Box with cable termination, canceled in wall complete in all respect.	54 Nos
39.	Supply/wiring of Internet point with CAT 6 Internet cable in PVC conduit concealed in wall/casing capping on surface manner, with fixing, Termination and pulling cable etc. complete in all respect.	700 M

Sl. No.	Description of work	Qty.
40.	Supply and fixing of Rack wall Mount	2 Nos
41.	UTP Patch cord 3	54 Nos
42.	UTP Patch cord 7	54 Nos
43.	Supply/wiring of Telephone point with 2 Pair .51mm dia copper Telephone cable in PVC conduit concealed in wall/casing capping on surface manner, with Telephone sockets modular etc. complete in all respect.	22 Nos
44.	Supply and fixing surface / flush mounting 4 ways TPN distribution board with 63 A TPN MCB complete in all respect, as directed at site by engineer in charge	25 Nos
45.	Supply, and fixing in the wall, 380/400 mm, 16" wall mounted Exhaust fan and finishing properly with suitable size rag bolts, nuts, washers etc complete in all respect.	15 Nos
46.	Supply, fixing louvers/shutters complete in all respect.	7 Nos
47.	Supply and fixing of 16 gauge M.S. drum duly painted including making hole in the wall for exhaust fan and finishing properly complete in all respects.	7 Nos
48.	Supply and fixing of factory wired, recess mounting mirror optic fitting for 2X36 watt CFL with electronic ballast & bright anodized aluminium reflector & P5 paralite louvers with 2 Nos., 36 watt CFL complete in all respect.	22 Nos
49.	Supply and Installation of Panel/Feeder Pillar of the following specification: Design, fabrication, commissioning of free standing grouted on a masonry pedestal with arrangement for Incoming and outgoing cable. Feeder Pillar Indoor with double door type and locking arrangement comprising of the following : <b>Incoming :</b> 400 Amp. 3 Pole MCCB, 50KA breaking Capacity. <b>Outgoing:</b> 32Amp 3 Pole MCCB, 15KA – 12 Nos. <b>Bus Bar</b> 3 Phase 4 wire Aluminum strip of suitable for 600A. Enclosure: 2 mm thick Galvanized Sheet.	1 Nos
50	Supply and fixing of 4 way MCB Distribution Board with DP MCB prewired, sheet steel, 230 Volts on surface/ recess. Complete with loose wire box, terminals blocks, tinned copper busbar, netral link, earth bar, din bar, detachable gland plate, interconnections, including powder coat painting, earthing etc. required and one no. 63A DP MCB 10 KA, Painting etc.	6 Nos

## DRAWINGS & SPECIAL INSTRUCTIONS



*AKS*

## SPECIAL INSTRUCTIONS

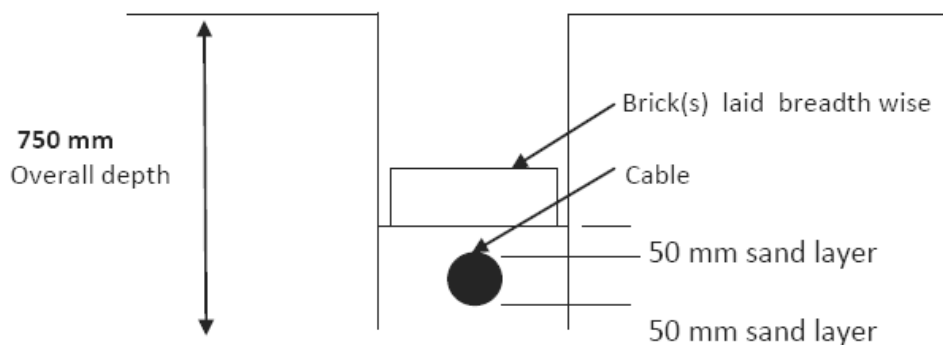
1. Fuse switches / switch fuses shall be of any one of the following make only Gec Alstom, L&T, GEC.
2. The DP switches, SP Switches, plugs and sockets shall be of standard make agreeable to Engineer in charge and should have been certified by ISI.
3. All materials supplied by the contractor should conform to the relevant IS / BS specification.
4. Single core, Single / Multi strand cables shall be of ISI approved make only, The armored cable shall be of ISI approved make only, Test Certificate of cables are to be submitted.
5. The wiring shall conform to IS 732 or any other relevant INDIAN STANDARD SPECIFICATION and INDIAN ELECTRICITY RULES. The installation shall also conform to the regulation for the electrical equipments of building laid down by Insurance Association of India (FIRE SECTION).
6. In case of PVC / steel conduit wiring the switches, plug sockets, regulators and other controls should be mounted on metal boxes. These boxes as well as metal boxes used for street light controls should be fabricated as per IS:5133 ( part – 1 1969 )
7. Final lay out, as well as Electrical drawings etc., should be submitted in advance for BHEL's approval.
8. Preparation of Electrical drawings, submitting the same to CEA / Local TNEB authorities to obtain EB Service connection etc, are under the contractor's scope.
9. The contractor should be present at the time of inspection of the installation by the Electrical Inspector. Any defect pointed out by the Electrical Inspector in the equipments (or) installations supplied by the contractor should be immediately rectified by the contractor free of cost.
10. The 'Completion Report' should be submitted as per Appendix-F of IS 732.
11. Recommended makes of different accessories:

S. No.	Brief Description of item	Ref. and No. of the specifications	Approved source
1.	ACB	IS:13947/Pt. I to Pt. III as applicable.	Jyoti Switchgears, Mysore Electrical, L&T, GEC Alstom, Simens, English Electric, Crompton greaves, Control and Switchgear
2.	SFU/FSU and HRC fuses	IS:13947/Pt. I to Pt. III as applicable.	Standard, Crompton, Siemens, Havells, Control & Switchgear, L&T, GEC, Alstom
3.	Measurement Instrument	IS:1248/IEC-51, IS:IEC-1010, BS-89	AE, Havells, MECO Instrument, Hotwanit, L&T, National Instrument/Kolkota, National Instrument/ Madras
4.	Indication Light	Relevant IS	AE, Siemens, Control & Switchgear
5.	C.T.	IS:2705	AE or reputed make with approval
6.	Selector switch	Relevant IS	AE, L&T Kaycee, English Electric
7.	End Termination	Relevant IS	M/s Yamuna Gases & Chemical Ltd., (Denson) New Delhi, Mahindra Engg. & Chemical Product New Delhi, Raychem RPG Ltd./ New Delhi, Hari Consolidated Pvt. Ltd., New Delhi
8.	RCC Hume Pipe	IS:458 (Latest version)	Reputed make with approval
9.	Earthing with copper and GI plate	Is:3043 (Latest version)	--
10.	MCCB	IS:13947/Pt. II latest version	M/s L&T, Siemens, HPL, Marlin Gerin, Legrand, Schneider

11.	Modular Type switch & sockets	IS:4949/1968 latest version	M/s anchor Roma, SSK, Havelles Crabtree, MK
12.	GI Pipe	IS: 1239/Pt. I/90 latest version	M/s Tata, M/s Jindal & other ISI marks
13.	PVC wire	IS:694 latest version	KEI, RR Kabel, Finolex, Kalinga Premium
14.	Luminaries		Philips, Bajaj, Osram
15.	Ceiling fans		Orient (PSPO), Crompton (Scorpio), Bajaj (Regal)
16.	Switches / Sockets		Anchor Roma, SSK, MK, Havelles, Crabtree
17.	ICDP / ICTPN Switches		L&T, Siemens, HPL, Legrand, Merlin Gerin, Schneider
18.	MCBs /	IS: 8828/78/1996 Latest Version	MDS Loadster, legrand, L&T, Siemens, Merlin Gerin, Schneider, HPL.
19.	Rotary switches		Salzer, Kaycee, Siemens, L&T, HPL (Socomec)
20.	Single core cable		KEI/Glostors/Kalinga Premium
21.	Armored cable		KEI/Glostors/Kalinga Premium
22.	Fuse Distribution Boards		Bosma, Raj, GE, GEM
23.	Exhaust fans		Orient, Crompton, Bajaj, Almonard
24.	Combination Fuse Switches		GEC Alstom make
25.	Metal Clad Sockets		L&T, Siemens, HPL, Legrand, Merlin Gerin, Schneider
26.	Network Switch, Rack, Jack Panel, I/o Box, CAT6 Cable & Patch Cord		AMD, D-link, Cisco

12. **IF CABLE / CABLES HAS TO BE LAID IN GROUND THE FOLLOWING SPECIFICATIONS SHOULD BE FOLLOWED.**

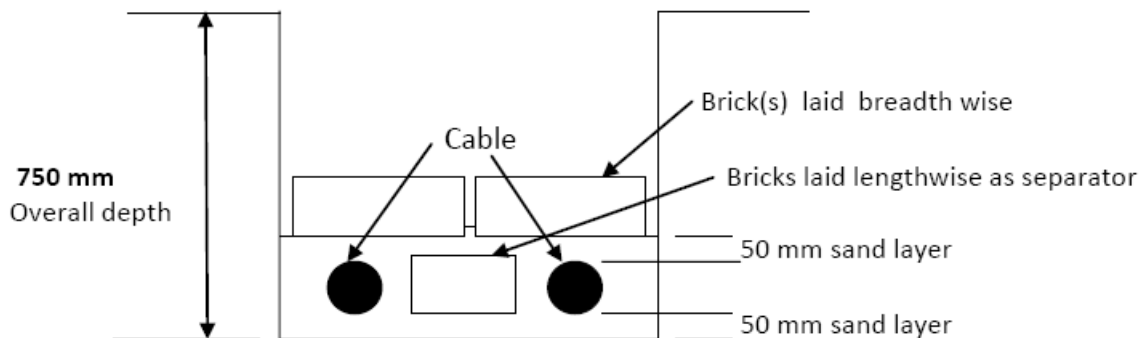
A. **For LOW TENSION cable SINGLE run**



**For ONE run of cable** : The trench should be excavated to a depth, such that the cable will be laid at a **minimum depth of 750 mm** as shown above. Spread 50 mm deep layer of sand below the cable in trench, after laid the cable, also spread 50 mm deep layer of sand above the cable. Lay good quality bricks **breadth wise** only and cover the sand layer all along the cable / trench. Then complete the earth filling. The bricks shall be of good quality with size 100 mm x 75 mm x 225 mm.

B. **If MORE than ONE cable :**

**For LOW TENSION cables DOUBLE run (or) more the** cables shall be laid as shown below:

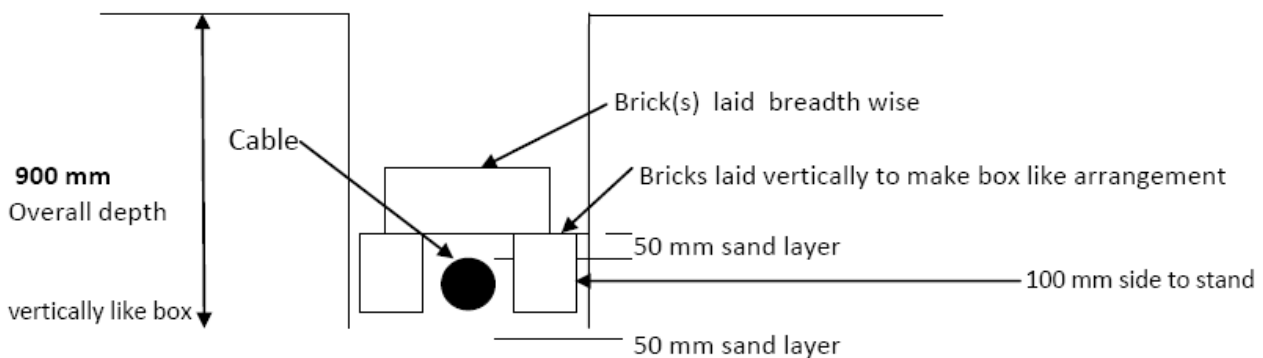


The cables should be laid in horizontal plane. The **trench should be excavated** to a depth and breadth, such that the cables will be laid at a **minimum depth of 750 mm in horizontal plane** as shown above. Spread 50 mm deep layer of sand below the cables. Lay the cables in horizontal plane & place **good quality bricks** in between them **length wise continuously all along the cable / trench**. Further sand filling to be done for 50 mm over the cables.

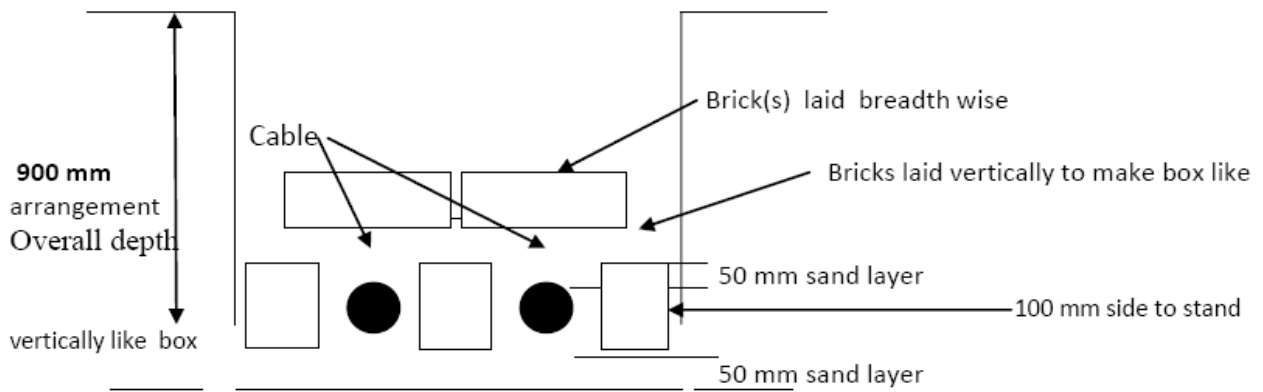
13. Lay **good quality bricks breadth wise only** and cover the sand layer all along the cable / trench. Then complete the earth filling. The bricks shall be of good quality with size 100 mm x 75 mm x 225 mm.

- A. For **HIGH TENSION / 11 KV** cable the **trench should be excavated to a depth**, such that the cable will be laid at **minimum depth of 900 mm**. Spread 50 mm deep layer of sand below the cable in trench. After laid the cable, lay good quality bricks length wise and vertically sideways to make box like arrangement covering both sides of the cable as shown below. Spread 50 mm deep layer of sand above the cable. Lay good quality bricks **breadth wise** only and cover the sand and brick layer all along the cable / trench. Then complete the earth filling. The bricks shall be of good quality with size 100 mm x 75 mm x 225 mm.

**For HIGH TENSION cable SINGLE run**



- B. **For HIGH TENSION cables DOUBLE run (or) more** the cables shall be laid as shown below:



14. In case where cables have to be taken across the road, the pipes have to be laid across the road & the pipes will be supplied by BHEL. However if pipes are already available across the road, the cables have to be taken through that available pipes.  
 Cable 'Route Indicator' / 'Joint indicator' should be provided once in 20 Metre.  
 Cable 'Route Indicator' / 'Joint indicator' has to be supplied by the contractor.
15. In case of cable laying in open trench / wall / column, the cable has to be taken with proper clamping in cable trench / wall / column. The clamps are to be supplied by the contractor.

-----  
 End termination of the cable is inclusive of supply and using of Pin / Eye type, Aluminium / Copper sockets, Glands, MS adopter boxes, Earthing of Glands & adopter boxes with 8 SWG (or) 7/20 GI wire.

**PANELS:**

16. Cubicle / Industrial type panel boards should be manufactured by any of the reputed manufacturers who have sufficient experience in the manufacturing of Electrical panel boards. All sheet steel used in the manufacture of Main Panel boards should not be less than 2 mm thick Ms sheet metal. The Main Panel board has to be approved by BHEL before dispatch to the work spot. For all sheet metal fabrication, pre treatment of all metal with acid and rust preventing chemicals has to be carried. Two coats of red oxide and one coat of recommended color paint has to be applied by spray painting.

**PRICE BID / BILL OF MATERIALS****Tender No. :** \_\_\_\_\_**Name of Work:** \_\_\_\_\_

Sl. No.	Description of Items	Unit	Quantity	Rate		Amount
				In Figures	In Words	
1.	Supply and laying of 70 sq mm. x 3 <sup>1/2</sup> core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth below 750mm ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	Meter	560			
2.	Supply and laying of 50 sq mm. x 3 <sup>1/2</sup> core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth below 750mm ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	Meter	655			
3.	Supply and laying of 16 sq mm. x 4 core cables aluminum conductor XLPE armored served sheathed cable 1100 Volts grade of following sizes at suitable depth below 750mm ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.	Meter	230			
4.	Supply and laying of 25 sq mm. x 3 ½ core cables aluminum conductor XLPE armored served sheathed cable 1100	Meter	475			

Sl. No.	Description of Items	Unit	Quantity	Rate		Amount
				In Figures	In Words	
	Volts grade of following sizes at suitable depth below 750mm ground level over cushion of 75mm thick sand around and protected with well burnt bricks on & along the cable & back filling after digging the soil & its back filling/ On wall/ floor the cable run canceled manner, with cutting and plastering., complete in all respect as per direction of Engineer incharge. The armouring of cable shall be properly connected with the earth terminal of the Pole/ panel and as required lugs, Gland and clamp etc.					
5.	Supply and fixing of 70 sq mm. x 3 <sup>1/2</sup> core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	Nos.	11			
6.	Supply and fixing of 50 sq mm. x 3 <sup>1/2</sup> core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	Nos.	7			
7.	Supply and fixing of 25 sq mm. x 3 <sup>1/2</sup> core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	Nos.	32			
8.	Supply and fixing of 16 sq mm. x 4 core cables brass nickel plated compression gland for PVC insulated and armoured served sheathed cable including rubbering etc. complete.	Nos.	26			
9.	Supply and fixing of 70 sq mm. x 3 <sup>1/2</sup> core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	Nos.	52			
10.	Supply and fixing of 50 sq mm. x 3 <sup>1/2</sup> core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	Nos.	48			
11.	Supply and fixing of 25 sq mm. x 3 <sup>1/2</sup> core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	Nos.	160			
12.	Supply and fixing of 16 sq mm. x 4 core cables plam or pin type brass nickel plated cable lug to the cable leads, insulating with tape and making connection etc. complete in all respects.	Nos.	160			
13.	Supply and fixing of 200A TPN MCCB 35 KA with MCCB FP Frame enclosure and suitable window, covered with 2mm thick clear acrylic sheet flush in wall on angle iron frame, Painting etc. Complete in all respect	Nos.	29			

Sl. No.	Description of Items	Unit	Quantity	Rate		Amount
				In Figures	In Words	
14.	Supply and fixing of 4 way (4 + 12) double door three pole and neutral, prewired, sheet steel, MCB Distribution board, 415 volts, on surface/recess, complete with loose wire box, terminal blocks, duly prewired with suitable size FR PVC insulated copper conductor up to terminal blocks, tinned copper busbar, neutral link, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required with 100 A 16 KA, 4 Pole MCCB and 12 Nos. 20 to 32 Amp SP MCB C Series. Painting etc Complete in all respect.	Nos.	45			
15.	Supply and fixing of 8 way Double Door SP MCB Distribution Board with Single pole and neutral, prewired, sheet steel, 240 Volts on surface/ recess. Complete with loose wire box, terminals blocks, tinned copper busbar, netral link, earth bar, din bar, detachable gland plate, interconnections, including powder coat painting, earthing etc. required and one no. 63A DP MCB 10 KA B/C curve and 6 Nos. MCB (10 to 32A), Painting etc.	Nos.	35			
16.	Supply and fixing of 4 way MCB Distribution Board with 3 pole and neutral, prewired, sheet steel, 415 Volts on surface/ recess. Complete with loose wire box, terminals blocks, tinned copper busbar, netral link, earth bar, din bar, detachable gland plate, interconnections, including powder coat painting, earthing etc. required and one no. 63A TP MCB 10 KA B/C, Painting etc.	Nos.	24			
17.	Supply and wiring of submain with 4x16 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x16 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	Meter	40			
18.	Supply and wiring of submain with 4x10 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x4 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	Meter	501			
19.	Supply and wiring of submain with 4x6 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing caping on surface manner with 1x4 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	Meter	310			

Sl. No.	Description of Items	Unit	Quantity	Rate		Amount
				In Figures	In Words	
20.	Supply and wiring of submain with 2x10 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x6 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main., Painting etc.	Meter	600			
21.	Supply and wiring of submain with 2x6 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x4 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and AC, Painting etc.	Meter	2441			
22.	Supply and wiring of submain with 2x2.5 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x1.5 sq.mm multistand copper wire as earth wire drawn in side. Complete in all respect For Machines wiring and light main. Painting etc.	Meter	4388			
23.	Supply/wiring of Light/Fan point with 2x1.5 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x1.0 sq.mm multistand copper conductor as earth wire with 10A modular switch and ceiling rose/ angle/ batton Holder Painting etc. complete in all respect.	Nos.	862			
24.	Supply and fixing of Plug point with 2x1.5 sq.mm multistand copper conductor cable in PVC conduit concealed in wall/casing capping on surface manner with 1x1.5 sq.mm multistand copper conductor as earth wire with 10/20A modular switch, 6 pin Socket outlet, GI Box, modular Plate Painting etc. complete in all respect.	Nos.	146			
25.	Supply and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 2 Nos 6 pin 15/16 amps modular socket outlet and 15/16 amps modular switch, connection 3x2.5 SQMM multistand wire, painting etc as required.	Nos.	394			
26.	Supply burying 600mmx 600 mmx 3 mm Copper plate vertically for earthing with its top at least 3 meter below ground level complete with 20mm dia GI pipe for watering and two no 8 SWG copper in 15 mm dia GI pipe up to switch board,30 cm squired CI frame with hinged cover masonry housing, alternate layers of charcoal/cock and salt at least 150mm thick alround etc complete in all respect.	Nos.	18			
27.	Supply and fixing of two no. 8 SWG copper wire in 15mmdia G.I. pipe for earthing, laid in ground or in wall duly connected including the cost of cement,	Meter	395			

Sl. No.	Description of Items	Unit	Quantity	Rate		Amount
				In Figures	In Words	
	sand, labour, T&P other material required for proper completion of the work as directed at site.					
28.	Supply and fixing 20 amps , 240 Volts, SPN industrial type, socket outlet, with 2 pole and earth metal enclosed plug top along with 20 amps "c" series SP MCB, in sheet steel enclosure, on surface or in recess with chained metal cover for the socket outlet and complete with connections, testing and commissioning etc. as required.	Nos.	125			
29.	Supply and fixing testing of 48" ceiling fan complete with canopy with suitable down rod without regulator complete in all respect.	Nos.	161			
30.	Supply and fixing of Fan hook with clamp on beam and suitable down rod below false ceiling.	Nos.	95			
31.	Supply and fixing of modular type Fan regulator.	Nos.	202			
32.	Supply and fixing of factory wired, box/ Channel type T-5 energy saver with powder coated reflector & with end cover for 2 Nos. 28 w T-5 lamp with 2X 28 w T-5 lamp complete in all respect.	Nos.	293			
33.	Supply and fixing of recess mounting CFL Down light Specially designed for SATIN FINISH aluminum reflector, direct suitable for & with 18/25 watt CFL complete in all respect.	Nos.	106			
34.	Supply and fixing of Carbon Dioxide Fire Extinguisher capacity 4.5 Kg, ISI Marked.	Nos.	15			
35.	Dismantling of existing wiring and fixture.	Job	14			
36.	Supply and fixing of Rack Mount 24 Port switch with 24 RJ 45 10/100 TX port.	Nos.	2			
37.	Supply, fixing and Cable Termination of 24 Port Jack Panel.	Nos.	2			
38.	Supply and fixing of Internet/Outlet Box with cable termination, canceled in wall complete in all respect.	Nos.	54			
39.	Supply/wiring of Internet point with CAT 6 Internet cable in PVC conduit concealed in wall/casing capping on surface manner, with fixing, Termination and pulling cable etc. complete in all respect.	Meter	700			
40.	Supply and fixing of Rack wall Mount	Nos.	2			
41.	UTP Patch cord 3 feet.	Nos.	54			
42.	UTP Patch cord 7 feet.	Nos.	54			
43.	Supply/wiring of Telephone point with 2 Pair .51mm dia copper Telephone cable in PVC conduit concealed in wall/casing capping on surface manner, with Telephone sockets modular etc. complete in all respect.	Nos.	22			
44.	Supply and fixing surface / flush mounting 4 ways TPN distribution board with 63 A TPN MCB complete in all respect, as directed at site by engineer in charge L&T/	Nos.	25			

Sl. No.	Description of Items	Unit	Quantity	Rate		Amount
				In Figures	In Words	
	Siemens/ABB/HPL/Legrand/Schneider/Merlin Gerin.					
45.	Supply, and fixing in the wall, 380/400 mm, 16" wall mounted Exhaust fan and finishing properly with suitable size of rag bolts, nuts, washers etc complete in all respect.	Nos.	15			
46.	Supply, fixing louvers/shutters complete in all respect.	Nos.	7			
47.	Supply and fixing of 16 gauge M.S. drum duly painted including making hole in the wall for exhaust fan and finishing properly complete in all respects.	Nos.	7			
48.	Supply and fixing of factory wired, recess mounting mirror optic fitting for 2X36 watt CFL with electronic ballast & bright anodized aluminium reflector & P5 paralite louvers with 2 Nos, 36 watt CFL complete in all respect.	Nos.	22			
49.	Supply and Installation of Panel/Feeder Pillar of the following specification: Design, fabrication, commissioning of free standing grouted on a masonry pedestal with arrangement for Incoming and outgoing cable. Feeder Pillar Indoor with double door type and locking arrangement comprising of the following : Incoming : 400 Amp. 3 Pole MCCB, 50KA breaking Capacity. Outgoing: 32Amp 3 Pole MCCB, 15KA – 12 Nos. Bus Bar 3 Phase 4 wire Aluminum strip of suitable for 600A. Enclosure: 2 mm thick Galvanized Sheet.	Nos.	01			
50	Supply and fixing of 4 way MCB Distribution Board with DP MCB prewired, sheet steel, 230 Volts on surface/ recess. Complete with loose wire box, terminals blocks, tinned copper busbar, netral link, earth bar, din bar, detachable gland plate, interconnections, including powder coat painting, earthing etc. required and one no. 63A DP MCB 10 KA, Painting etc.	Nos.	06			

**ARTICLES OF AGREEMENT**

**ARTICLES OF AGREEMENT** made on \_\_\_\_\_ at Allahabad, between **Motilal Nehru National Institute of Technology, Allahabad-211004 (India)** represented by its **Director** hereinafter called '**The Employer**' (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of THE FIRST PART and \_\_\_\_\_' having its Registered Office at, \_\_\_\_\_' hereinafter called the "**Contractor**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors) of THE SECOND PART.

AND WHEREAS the **Employer** is desirous of carrying out Supply, Installation, testing and commissioning of the **Electrical Wiring, Rewiring and Renovation of Laboratories on its Project Site premises at MNNIT Allahabad.** (hereinafter called the "**Work**") AND WHEREAS the Contractor has offered to carry out the work and the **Employer** has agreed to award the work to the Contractor on certain terms and conditions which the parties are desirous of recording.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The **Employer** and the Contractor agree that The Letter of Intent / Work order issued by MNNIT Allahabad and all correspondence between MNNIT Allahabad and the contractor prior to issue of LOI/ Work order along with the Notice Inviting Tender, Instructions to tenderers Tender Form, General Conditions of Contract, Special Conditions, Technical Specifications, Unit Specifications, Detailed Specifications, Schedule/Bill of Quantities and Contract Drawings, etc. defined in greater detail as "**Contract Documents**" in the General Conditions shall form an integral part of this Agreement.
2. For the consideration hereinafter mentioned the Contractor shall, upon and subject to the "**Contract Documents**" annexed hereto carry out the said Work.
3. In consideration of the Contractor carrying out the Work, The **Employer** shall pay to the Contractor a sum of Rs. \_\_\_\_\_ (hereinafter referred to as the "**Contract Sum**") or such other sums as shall be payable hereunder at the times and in the manner specified herein and the General Conditions annexed hereto.
4. The said Contract Documents hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the Contract Documents. The Contractor has no right to assign this agreement without the consent of the **Employer**.
5. The Contract shall be a Lump-sum Contract for each Elevator all inclusive rate. The Contract Sum as stated herein is subject to addition and deduction. The Contract sum payable to the Contractor shall be determined by applying the quoted percentage variation to the total cost of works prepared based on recorded measurements approved by the owner as per the items shown in the schedule of works, in the Schedule/Bills of Quantities attached hereto or such other rates as may be agreed to in writing as variation to the Contract to the as-built quantities measured upon completion of the Work.
6. The Contractor has scrutinized all Drawings, Schedule/Bill of Quantities, Specifications and Conditions of Contract and has visited the site to co-relate the drawings and design intent to the site conditions and Contractor confirms that his prices included in the Schedule/Bill of Quantities have been determined on the basis of such scrutiny of the documents and site conditions.
7. Contractor shall complete the work as per Mile stone achievement dates and hand over within the stipulated time of 4 months from taking over the site as per tender conditions. If the contractor fails to complete and hand over the work within the specified Mile stone period, penalty shall be charged as per tender conditions
8. The quantities of pay items shall be measured net after installation in accordance with the units of measurements indicated against each item irrespective of any local custom or practice to the contrary. The Contractor has allowed for all wastage and additional costs, if any, in his prices.

9. The detailed drawings and item descriptions in the Schedule/Bill of Quantities are not exhaustive. They are indicative of the general design intent. The Contractor's price is inclusive of all component and finishes required to achieve the design intent of each individual item and for co-ordination of details for inter-related items.
10. All disputes arising out of or in any way connected within this agreement shall be deemed to have arisen in Allahabad and only courts in Allahabad shall have jurisdiction to determine the same.

IN WITNESS WHEREOF the **said Employer** has set and subscribed its hands and seals and the Contractor has caused its Common Seal to be affixed hereunto on the Day and Year herein above written.

SIGNED SEALED AND DELIVERED BY : Sri. \_\_\_\_\_,

the duly appointed official for **MNNIT, Allahabad**

Signature of MNNIT official : \_\_\_\_\_

in the presence of : Sri. \_\_\_\_\_

Signature of Witness : \_\_\_\_\_

SIGNED SEALED AND DELIVERED BY : Sri. \_\_\_\_\_

the duly constituted attorney for the Contractor

Signature of Contractor : \_\_\_\_\_

In the presence of : Sri. \_\_\_\_\_

Signature of Witness : \_\_\_\_\_

**PERFORMANCE BOND – DEFECT LIABILITY**

Client : Motilal Nehru National Institute of Technology, Allahabad

Principal (Contractor) : .....

Surety : .....

Name of Work : .....

Contract No. & Date : .....

NOW ALL MEN BY THESE PRESENTS THAT WE, .....  
 ..... having our office at ..... as stated above  
 bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents subject to the provisions of the aforesaid contract on demand and without demur on the claim being made to the Principal.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas .....  
 has executed the said contract as per defined scope of their work and as per terms and conditions of the said order, ..... has to give a guarantee for defect liability period for a period of two years from the date of completion i.e. from ..... to .....

Therefore, ..... do hereby agree and undertake to guarantee the satisfactory performance of the said work during the period of twenty four months i.e. from ..... to ..... and undertake to pay over, make good or reimburse to MNNIT Allahabad for all losses and damages within scope of defined work which the principal may sustain by reason of failure or default on the part of the ..... so to do.

This bond will not cover any accidental damages to the structure, any time after completion of works, which are beyond reasonable control including, but not limited to:-

1. Structure subjected to loads not considered in design.
2. Exterior excavations leading to erosion and under mining of Structures.
3. Failure due to malfunctioning of surface / sub-surface cross drainage works/ utilities / services etc
4. War, invasion act of foreign enemies and rebellion, revolution, Insurrection or military or usurped power of civil war or any other act of sabotage/terrorism.
5. Any disturbances in wall as a result of distresses in adjoining structures.
6. Any modification / alteration carried without the consent of .....

This bond will be in full force and effect during the period of said **Twenty four months** that would be taken for the validity of the said guarantee period and it shall continue to be enforceable till all the claims, if any, of ..... under or by virtue of the contract have been fully paid and certified by ..... In witness whereof the above bond parties have executed this instrument under their seals on the date indicated below and name and seal of each party being hereto fixed and these presents duly signed by its undersigned representatives.

**AUTHORISED SIGNATORY**

Witness By:	Witness By:
Signature	Signature
Name:	Name:
Address:	Address:

**MAINTENANCE CONTRACT AGREEMENT**

Articles of Agreement made the ...th day of ..... 20.... between **Motilal Nehru National Institute of Technology Allahabad-211004 (India)**, (hereinafter called the OWNER) of the one part and ..... having its Head Office at ..... (hereinafter called the CONTRACTOR) on the other part.

WHEREAS the Owner is desirous for Electrical Wiring, Rewiring and Renovation of Laboratories of its campus.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and in the scope of work (all of which are collectively hereinafter referred to as the said conditions) the works described in the said scope of work at the rate shall become payable there under (hereinafter referred to as the said Contract Amount).

**ARTICLES OF AGREEMENT**

**1. GENERAL TERMS AND CONDITIONS:**

- a. The Contractor agrees to carry out annual maintenance of the said Elevators for a total consideration of Rs. .... (Rupees ..... only) inclusive of all taxes per annum. or such other sum payable as per agreed terms and conditions.
- b. The Annual Maintenance Contract service is for a period of three years from ..... to ..... and may be renewed upon mutual consent of both parties.
- c. Contractor's Default and Termination: MNNIT Allahabad's right to terminate the Maintenance agreement will include but not limited to the following:
  1. Contractor's insolvency;
  2. Contractor abandons the work at any time;
  3. Contractor performs or fails to perform the maintenance Services in breach of the maintenance agreement, or any other material breach of the maintenance Agreement, and Contractor fails to cure such breach within a reasonable period of time from the date of notice by MNNIT Allahabad;
  4. Subcontracting by the Contractor in breach of the maintenance agreement;
  5. Any material representation made by Contractor in the maintenance agreement is false or misleading when made and MNNIT Allahabad is materially and adversely affected by its reliance upon such representation;
  6. Failure of Contractor to comply with applicable laws or MNNIT Allahabad's proper instructions;
  7. MNNIT Allahabad transfers beneficial ownership of the installation as a whole to a new owner.
  8. Upon any termination of the Maintenance Agreement for its breach, Contractor, at the request of MNNIT Allahabad and at MNNIT Allahabad's expense, will train the personnel of a replacement Contractor and will cooperate in effecting an orderly transition to such replacement Contractor.
  9. If the Maintenance Agreement is terminated, MNNIT Allahabad will have the right to exercise an assignment of any or all of the material purchase into which Contractor has entered, each of which will be assigned to MNNIT Allahabad.
- d. Subcontracting: Contractor is not allowed to subcontract the services rendered by them without the written permission of MNNIT Allahabad.

- e. Title: Title to all drawings, specifications, reports and documents prepared by the Contractor in connection with the maintenance services belongs to MNNIT Allahabad.
- f. All disputes out of or in any way connected with this Agreement shall be deemed to have arisen at Allahabad and only Courts in Allahabad shall have jurisdiction to determine the same.
- g. Contractor hereby agrees to perform the periodic maintenance and breakdown maintenance activities so as to not unduly interfere with the operations or business of MNNIT Allahabad. Contractor agrees to take all reasonable steps so as to perform the maintenance so as to not adversely affect the safety of MNNIT Allahabad or any other Person adjacent to or in the vicinity of the maintenance site.
- h. Events of Force Majeure: A party claiming an Event of Force Majeure (as defined below) under the Maintenance agreement will be excused from performance there-under to the extent its performance is prevented, hindered or delayed as a result of an Event of Force Majeure; provided, however, that no obligation to pay money will be excused by virtue of an Event of Force Majeure. "Events of Force Majeure" will mean any event, matter or thing, wherever occurring, which (i) is not within the reasonable control of the party affected or claiming to be affected thereby (ii) despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by such affected party, (iii) materially adversely affects (in cost or time) the ability of the affected party to fulfill its obligations under the Maintenance Agreement, (iv) the affected party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the affected party's ability to fulfill its obligations under the Maintenance Agreement and to mitigate the consequences thereof, and (v) is not the result of any failure of such party to perform any of its obligations under the Maintenance Agreement.

IN WITNESS WHEREOF the **MNNIT Allahabad** has set and subscribed its hands and seals and the Contractor has caused its Common Seal to be affixed hereunto on the Day and Year herein above written.

SIGNED SEALED AND DELIVERED BY : Sri. \_\_\_\_\_,

the duly appointed officer for **MNNIT, Allahabad**

Signature of MNNIT official : \_\_\_\_\_

in the presence of : Sri. \_\_\_\_\_

Signature of Witness : \_\_\_\_\_

SIGNED SEALED AND DELIVERED BY : Sri. \_\_\_\_\_

the duly constituted attorney for the Contractor

Signature of Contractor : \_\_\_\_\_

In the presence of : Sri. \_\_\_\_\_

Signature of Witness : \_\_\_\_\_

**INDENTURE FOR SECURED ADVANCE**

This indenture made the ..... day of .....2012 between ..... hereinafter called the Contractor which expression shall where the context to admits or implies be deemed to include his heirs, executors, administrators and permitted assignees) of the one part **and Motilal Nehru National Institute of Technology Allahabad** (hereinafter called the Employer which expression shall include its successors and assignees and Authorized officers of the Institute) of the other part.

WHEREAS by an Agreement dated ..... (hereinafter called the said Agreement) the Contractor has agreed AND WHEREAS Contractor has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges. AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rs..... (Rupees.....) on the security of materials the quantities and other particulars of which are detailed in accounts of secured advances attached to the running account Bill for the said works signed by the Contractor on ..... and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs..... on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor both hereby acknowledge) and of such further advances (if any) as may be made to him aforesaid the Contractor doth hereby covenant and agree with the Employer and declare as follows:-

1. That the said sum of Rs..... advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said account of secured advance which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Employer against all claims to any materials in respect of which advance has been made to him aforesaid.
3. That the materials detailed in the said accounts of secured advances and all other materials on the security of which any further advance may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the term of the said Agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protections against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times to be open to inspection by the Employer or any officer authorized by him. In the even of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good same as required by the Engineer.
5. That the said materials shall not on any account be removed from the site of the said works except the written permission of the employer or any officer authorized by him on that behalf .
6. That the said materials shall be repayable in full when or before the Contractor receives payments from the Employer of the price payable to him for the said works under the terms and provisions of the said Agreement. However if any intermediate payments are made to the Contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each

description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms of provisions of the Agreement of these presents the total amount of the advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to the Employer of the said of Rs..... and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt ail or any of the following courses as he may deem best:-
  - a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said Agreement debiting the contractor with the actual cost of effecting such completion and amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said Agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Employer or demand.
  - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus ( if any) to the Contractor.
  - c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said Agreement.
9. Except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

In witness whereof of the said ..... and .....by the order and under the direction of the Employer have hereunto set their respective hands the day and year first above written.

Signed sealed and delivered by the said Contractor .....

In the Presence of

Signature: .....

Name : .....

Address: .....

Signed By : .....

By the order and direction

of the employer.....

In the presence of

Signature : .....

Name : .....

Address : .....