

Advanced Materials (Defence) Testing Foundation
(A Joint Venture of MIDHANI, HAL, BDL, YIL and PTC Industries)
Registered Address: NH-25A, Sarai Sahjadi Bani, Lucknow- 226401, Uttar Pradesh
CIN: U71200UP2024NPL203979

Email: tender@amdtf.in

Telephone No: 040 -2418

4515

No AMDTF/Civil/1/2025-26

September 27, 2025

Section: I

Notice Inviting Tender (NIT)

Advanced Materials (Defence) Testing Foundation a Joint Venture Company of Mishra Dhatu Nigam Limited; Hindustan Aeronautics Limited; Bharat Dynamics Limited; Yantra India Limited; and PTC Industries Limited invites tenders in two bid system by invitation for engagement of Civil Contractor for setting up a Mechanical and Materials Testing Facility at Bhattgaon, Lucknow (Uttar Pradesh) – Lucknow Node of Uttar Pradesh Defence Industrial Corridor on site of admeasuring 2 Acres.

1.	Title of the Tender	Construction of RCC Building for Setting up Mechanical and Material Testing Facility at Plot A – 1, of Uttar Pradesh Defence Industrial Corridor, Lucknow, Uttar Pradesh.
2.	Estimated Cost of work	Rupees Seven Crore Forty-Six Lakh (Rs. 7.46 Crore) (inclusive of taxes)
3.	Contract Period	Six Month (staggered) from the date of issue of Purchase Order
4.	Earnest Money Deposit	Rs. 10,00,000/- (Rs. Ten Lakh) <i>“In case of MSME unit or having NSIC registration or MSME Unit owned by SC/ST Entrepreneur, latest valid documentary proof to be submitted for availing benefits as per government guidelines”</i>
5.	Document Cost	Nil
6.	Type of Tender	Two Bid Tender (i.e. Technical Bid and Price Bid)
7.	Issue date of Tender and Last date & Time of submission of Tender Document	Issue date: September 27, 2025 Last date of submission of tender: October 13, 2025 (2100 hrs.)
8.	Pre-Bid Meeting:	Interested parties may attend a pre-bid meeting on October 7,2025 at 1500 hrs. through Video Conferencing. Parties who are interested to attend the Meeting can send the request by on or before October 6, 2025 (2100 hrs.) via. e-mail at tender@amdtf.in for obtaining link of VC.
9.	Tender Opening date	October 14, 2025
10.	Mode of receipt of tenders	Through e-mail only at tender@amdtf.in

11. Eligibility Criteria and supporting documents required:

A. Bidder Should have been established and operating for a period of minimum 5 years prior to the date of Tender.

Documents required:

- i. Certificate of Incorporation (OR)
- ii. Certificate of Registration by Registrar of Firm (OR)
- iii. GST Certificate in case of Proprietary Firms

B. PAN Registration No.

C. GST Registration No.

Documents required:

- i. Copy of PAN registration no. in the bidder's / consortium / JV partners name issued by Income Tax Authority
- ii. Copy of GST registration no. in the bidder's / consortium / JV partners name enrolled in any state Govt.

D. Average Annual Turnover during the last 3 financial years should be equal to or more than Rs. 225 Lakh

Documents required:

Audited financial statement of sole bidder / lead partner declaring the annual turnover of last 3 financial years. The balance sheets for the corresponding financial years shall be enclosed.

E. Solvency Certificate

Documents required:

The bidder sole / consortium / JV partners shall submit the following:

a) Audited annual accounts

“OR”

b) latest Bankers Solvency Certificate addressed to AMDTF for Rs 300.00 Lakh issued by Nationalized / Scheduled Bank issued not earlier than 06 months from the date of tender in Original.

“OR”

c) Bidders sole / consortium / JV partners shall have positive net worth in each of the three previous financial years

11. Eligibility Criteria and supporting documents required:

F. Experience of Sole Bidder / Lead partner having successfully completed similar completed works., in the last 7 years from the date of this tender notice.

Documents required:

The detailed work order containing BOQ along with experience certificate shall be enclosed by the bidder. In case of experience in private companies, TDS/26AS for the year of work executed to be submitted. Experience of successfully completed similar works during last 7 years from the date of tender notice should be either of the following:

- i) Three similar completed RCC Building works in each work costing not less than the amount equal to 40% of the estimated value mentioned in the tender notice (min. Rs. 300 Lakhs)

OR

- ii) Two similar completed RCC Building works in each work costing not less than the amount equal to 50% of the estimated value mentioned in the tender notice (min. Rs. 375 Lakhs)

OR

- iii) One similar completed RCC Building works in each work costing not less than the amount equal to 80% of the estimated value mentioned in the tender notice. (min. Rs. 600 Lakhs)

G. Registration of ESI & PF:

Documents required:

A copy of ESI & PF registration details in the name of bidder sole / Consortium / JV partners

H. Unconditional acceptance of all Technical, commercial terms and conditions along with corrigendum's if any.

Documents required:

Self-certified documents by the bidder sole / Consortium /JV partner

12. The eligible bidder shall be selected as per the eligibility criteria mentioned in Sl.No. 11 of NIT & Tender shall be finalized on Overall Lowest L1 bidder from eligible bidders.

13. Guidelines for filling two-part tender:

Part I: Technical Bid – The bidder should submit relevant documents against eligibility criteria specified at Sl.No.11 of NIT. The bidder has to submit technical bid

in the format prescribed under this NIT. The Technical bid would be submitted addressing to CEO – AMDTF via. e-mail on tender@amdtf.in.

Part II: Price Bid –. The bidder has to submit Price bid along with technical bid in format prescribed in this NIT at tender@amdtf.in.

INSTRUCTIONS FOR SUBMITTING TECHNICAL & PRICE BID:

- **The Technical Bid and Price Bid should be duly filled in & signed and to be shared in one go in .pdf format.**

Example: ‘Technical Bid.pdf’ and ‘Price Bid.pdf’ (two separate files in one e-mail)

All the supporting documents should be attached with technical bid and **size of technical and price bid should not exceed 20 MB altogether. Requested to provide the BOQ’s in excel sheet format also along with PDF files.**

THE PRICE BID (in PDF & EXCEL) SHOULD BE PASSWORD PROTECTED AND PASSWORD OF PRICE BID SHOULD NOT BE SHARED BY BIDDER BY ANY MEANS UNLESS ASKED BY AMDTF ON THE DAY OF TENDER OPENING.

THE BIDDER SHOULD KEEP PASSWORD OF PRICE BID HANDY SO THAT IT CAN BE SHARED WITH AMDTF WHEN ASKED UPON.

14. **Price Variation:** The price should be firm for the contract period and there shall be no variation/escalation on any account other than statutory charges & revision of minimum wage rate prescribed by Govt. of India.
15. **Payment terms:** Payment shall be made as per payment schedule specified in this NIT and shall be subject to satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily and submission of bill. Statutory deductions shall be made at source as per rule.
16. The tenderers, at their own cost are advised to inspect and survey the site and its surroundings, specifications & drawings etc. and satisfy themselves before submitting their tender. As to the form and nature of the site, means of access to the site, accommodation that may be required etc. In general, tenderer shall themselves obtain all necessary information as to risk contingencies and other circumstances which may influence or affect their tender. The tenderer shall be

deemed to have full knowledge of the site, specifications & drawings etc, whether he inspects it or not and no extra claims due to any misunderstandings or otherwise shall be allowed.

17. Submission of a tender by a tenderer implies that he has read this notice and all other contract document and has made himself aware of the scope and specifications for the work to be done and conditions of AMDTF and local conditions and other factors bearing on execution of the work. No extra claim will be entertained on account of misunderstandings or what so ever.
18. This is an item rate contract and the bidder has to quote overall price viz price + taxes + GST + Cess. The accuracy shall be up to two decimals for executing works indicated in scope of work, salient features mentioned elsewhere in tender.
19. The item wise payment of the work will be made as indicated elsewhere in this document, quantities in BOQ are indicative; however, payment will be made as per actual work done at site based on the joint measurements.
20. The tenderer shall submit the tender, who satisfies each and every condition laid down in the tender document, failing which; the tender is liable to be rejected.
21. AMDTF reserve to the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates.
22. AMDTF reserves the right to reduce the scope of work without any compensation to contractor and contractor has to work at quoted rates for the reduced scope of work.
23. The rate quoted shall indicate all the levies/taxes, GST or any other tax and duties prevailing at the time of submission of tender in respect of this contract shall be borne by the contractor. AMDTF will not entertain any claim whatever in this respect.
24. The tender submitted shall remain valid for a period of 90 days from the date of opening of the tender. The tenderer shall not be entitled, during the said period of validity, to revoke or cancel his tender or vary the tender given or any item/conditions thereof, failing which the Bid security by the tenderer will be applied by AMDTF.
25. The bidder shall bear all costs associated with preparation and submission of his Bid, and AMDTF will in no case be responsible or liable for those Costs.
26. All documents relating to the Bid shall be in the English language.

27. AMDTF does not bind itself to accept the lowest or any tender or to give any reasons for their decision and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AMDTF's action. This notice inviting tender shall form the part of the contract document.
- 28. The tenderer can attend Pre-bid meeting on October 7, 2025 at 1500 hrs. through Video Conference. The interested tenderers can ask for link on or before October 6, 2025 (by 2100 hrs.) for link of the Meeting via. e-mail at tender@amdtf.in . Also parties can raise query by mails before pre bid meeting.**
29. Before the deadline for submission of bids, AMDTF may modify the bidding documents by issuing addenda
30. Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing by email / fax/post to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to AMDTF.
- 31. All the bidders must check the web site of AMDTF i.e. <https://amdtf.in/> (Tenders Section) for any changes/addendums before the date of submission of the tender. No excuse will be entertained in this regard. Thereafter no extra claim will be entertained on account of misunderstandings or what so ever. Corrigendum will be published only on website.**
32. To give prospective Bidders reasonable time to take an addendum into account in preparing their bids, AMDTF may extend the date for submission of bids, if necessary.
33. For any queries, with respect to commercial or technical aspects kindly reach out to AMDTF via. e-mail at tender@amdtf.in.
34. All documents relating to the bid shall be in the English language. The successful contractor is required to conclude a contract agreement on a non-judicial stamp paper of Rs. 100.00 on award of the contract in the prescribed format approved by AMDTF within 10 days-time from the date of receipt of work order.
- 35. Contractor has to quote price viz price + taxes + GST + Cess for each item. The accuracy shall be up to two decimals.**
36. The tender application and related documents will be assessed to demonstrate convincingly that the applicant possesses the required experience, together with

the technical, administrative, and financial capability to perform the Contract and has good performance record in the relevant area. Applicants will not be considered if they have a poor performance record such as: abandoning of works; not properly completing /defaulting contracts, inordinate delays in completing contracts; litigation history, financial failure, etc. AMDTF reserves the right to approach its previous clients for the purpose of this Contract.

37. This notice inviting tender shall form the part of the contract document.

For Advanced Materials (Defence) Testing Foundation

(B. Saha)
Chief Executive Officer

Section II
General/ Special Terms and Conditions of the Tender

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION AND DEFINITIONS:-

In these General conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

CLAUSE 1:

Singular and Plural

Where the context so requires, words imparting the singular only also include the plural and vice versa.

CLAUSE 2:

Headings and Marginal Notes to Clauses

Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or not be taken into consideration in interpretation or construction thereof or of the contract.

CLAUSE 3:

Definitions:

- a) "CONTRACT" means tender and acceptance thereof, which include the following documents.

a)	Tender Notice
b)	Technical Bid format
c)	Terms of payment
d)	General & Special Conditions of contract
f)	Specification for Civil works.
g)	Price Bid Format
h)	Work Order

- b) "TENDER DOCUMENTS" means the Section I to Section III as aforesaid given to the Tenderers for the purpose of preparing their tenders.

- c) "THE CONTRACT SERVICES" means the services described in the tender documents / contract and any individual work order issued including all modifications, additional services and obligations to be carried out either at site or workplaces or other places as required for the performance of the contract.

- d) The offer should be complete in all respects. Materials/Services should be offered strictly conforming to our specifications. The deviations if any should be clearly indicated in the quotation. Tenderer shall not include any conditions and the quote shall be unconditional failing which tender is liable for rejection.
- e) "THE SITE" means the land and other places on, in or through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.
- f) "ACCEPTING OFFICER" means an authority appointed by Employer empowered to accept or to reject the tender.
- g) 'ENGINEER-IN-CHARGE' means Engineer or assistant of the Employer appointed from time to time by the Employer to perform the duties like watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. Any written instruction or approval given by the Engineer-In-Charge or his Representative to the Contractor in connection with the works shall bind the Contractor as though it had been given by the Employer.
- h) 'EMPLOYER' means the Advanced Materials (Defence) Testing Foundation, incorporated under the Companies Act, 2013 , having its registered office at NH 25 A Sarai Sahjadi Bani, Lucknow – 226401 and includes its successors in office and assigns.
- i) "Market Rate" shall be the rate as decided by the Engineer-In-Charge on the basis of the cost of materials and labour at the Site where the work is to be executed, plus the percentage mentioned in Schedule A to cover all overheads and profit. For material issued by "AMDTF" the overheads and profit percentage shall be allowed @2.5%.
- j) "In writing" or "Written" means writing, typing, printing and lithography and any other mode of representing or reproducing words in a visible form.
- k) "Notice in Writing" or "Written Notice" means a notice is written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post /e-mail / Fax to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- l) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.

**CLAUSE 4:
SCOPE AND PERFORMANCE**

Contract Documents:

- a) The Contractor shall furnish, free of charge, two certified true copies of the Contract Documents and the schedule of quantities and rates and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documentation at the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or by other inspecting Officers.
- b) None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.
- c) The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract maintain confidentiality in all manner and aspects during the execution and after execution of contract.

CLAUSE 5:

Works to be carried out

a) General:

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-In-Charge.

The works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all the cost of all labour, materials, tools, plant and equipment, and transport, handling, re-handling, all taxes etc which may be required in preparation of and for the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held also to include wastage of materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour etc necessary in and for the full and entire execution and completion as aforesaid & in accordance with technical specifications, good engineering practice and recognized principles.

In case of any class of work for which there is no such specifications as referred to above, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case, there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case

there are no such specifications as referred to the above the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

b) Engineering Data

The furnishing of engineering data by the Contractor shall be in accordance with the scope of work and schedule as specified in the technical specifications. The review of these data by the Engineer will cover only general conformance of the data to the specifications and documents. This review and/or approval by the Engineer shall not be construed by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements specified under these specifications and documents.

CLAUSE 6:

Inspection of Site

The Contractor shall inspect and survey the Site and its surrounding and shall satisfy himself before submitting the tender as to the form and nature of the Site, the Bill of quantities, specifications and nature of work and material necessary for the completion of the works and the means of access to the Site. The accommodation he may require, if any, and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

CLAUSE 7:

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 rate and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance (up to defect liability period) of the works.

CLAUSE 8:

Discrepancies and Adjustment of Errors

- a) The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small-scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- b) In the case of discrepancy between Schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:

- i) Description in Schedule of Quantities.
 - ii) Particular Specifications and special Conditions, if any.
 - iii) Drawings
 - iv) General Specifications
 - v) General conditions
- c) If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- d) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the Whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- e) If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary, the same shall be adjusted in accordance with the following rules:-
- i) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - ii) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
 - iii) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - iv) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendering sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off the Quantities or in sections of Schedule of Quantities or in General Summary by the tenderer shall be ignored.
- f) **If the bidder did not quote any rate for any items. The rate of such items will be considered as zero. The bidder is bound to execute the items at a zero price as it will be deemed that the rate /amount have been loaded on the other items.**

CHAPTER – II

1. ASSIGNMENT OR TRANSFER OF CONTRACT:

The contractor shall not without the prior written approval of the Accepting officer, assign or transfer the contract or any part thereof or any share, or interest therein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor unless the prior written approval of the Accepting Officer to the Assignment or transfer is given.

2. SUB – CONTRACT

The contractor shall not sublet or Sub-contract any portion of the contract without the prior written approval of the Accepting Officer.

3. LAW GOVERNING THE CONTRACT:

The Indian laws shall govern this contract for the time being in force and as modified from time to time.

4. SUBMISSION OF AGREEMENTS, BANK GUARANTEES ETC.,

Any agreement, Bank guarantee required to be executed under this contract shall be made at the cost of the contractor with proper stamp duty as per the prescribed formats. However, AMDTF have the right to alter, modify, and delete any materials in such formats as deemed fit.

5. JURISDICTION:

The **contract** and all questions, disputes or differences arising under or in connection with this contract, subject to Arbitration clause, shall be subject to the exclusive Jurisdiction of the courts within the local limits of Lucknow, Uttar Pradesh State, India.

6. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT, TRANSFER OR SUBLETTING OF CONTRACT:

The Accepting Officer may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to AMDTF, shall cancel the contract in any of the following cases:

If the contractor:

- a) Being an individual, or a firm, any partner thereof shall at any time be adjudged bankrupt or have receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation of compensation under Bankruptcy laws for the time being in force or makes any conveyance or assignment of his effects of composition or arrangement for the benefit of his creditors or proposes to do so, or if any application be made under any Bankruptcy laws for the time being in force for the sequestration of his estate or if a trust deed be granted by him or be AMDTF of his creditors or
- b) Being a company, shall pass resolution or the court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the Creditors shall be appointed or circumstances shall arise which entitles the court or Creditor to appoint a receiver or manager or

- c) Assigns, transfers, sublets/Sub-contract or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting officer. Whenever the Accepting Officer exercises his authority to cancel the contract under this conditions, he may complete the work by any means at the completion (as certified by AMDTF which is final and conclusive) being less than the contract cost, the advantage shall accrue to the AMDTF and that if the cost of completion exceeds the money due to the contractor shall either pay the excess amount ordered by the AMDTF or the same shall be recovered from the contractor by other means.

7. Method of measurement

- a) Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in Specifications, notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurement shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed. However in no case whatsoever the bidder can refuge to execute the items including extra/additional items.

b) Payment on Account

Six Running Account (R.A.) Bills and one Final Bill will be paid. Apart from the above 2 material advance bills for reinforcement steel/structural steel @ 75% of bill cost excluding transport & GST will be paid

Interim bill/ RA bill shall be submitted by the Contractor for the work executed on the basis of such recorded measurement on the format of "AMDTF" at intervals mentioned in Schedule A on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bill verified. The contractor has to furnish all material bills along with each bill (if any).

- c) Interim bill/ RA bill shall be submitted by the Contractor for the work executed on the basis of such recorded measurement on the format of "AMDTF" at intervals mentioned in Schedule A on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bill verified.
- d) Payment "On Account" for amount admissible shall be made, on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:-
- i. For works: All work executed, after deducting there-from the amounts already paid, the retention money and such other amounts as may be deductible or recoverable in terms of the Contract. The running bills for works will be paid within 15 working days from the date of submission of the verified/certified bills by the Engineer.

- e) Payment of the Contractor's on account bill shall be made by "AMDTF" within 30 days from the date of submission of the bill subject to the acceptance of the same by the Engineer-in-charge.
- f) Any interim bill paid, relating to work done, may be deducted or adjusted in subsequent interim bill or in the final bill. No certificate of the Engineer-in-Charge recommending for interim payment shall itself be conclusive evidence that the work or materials to which it relates is/are in accordance with the Contract.
- g) Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of "AMDTF" to take action under the terms of the contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.
- h) **Time Limit for Payment of Running Bill & Final Bill**

R.A Bill / Material advance bill will be paid within 30 days from the date of submission of the verified/certified bills by the Engineer- in- Charge. And that of the final bill shall be submitted by the Contractor within 75 days of physical completion of the works and payment for final bill will be made within 30 working days from the date of certification of Engineer- in - Charge. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-in-Charge, shall be made within the period of Six months specified hereunder. The period shall be reckoned from the date of receipt of the correct bill by the Engineer-in-Charge.

i) Deviations/Variations Extent & Pricing:

To cater for changes required while the work is in progress, either due to technical requirements or due to user's demands, a few items of work not originally included in the tender, where the item of work thus ordered is contingent upon the work already entrusted to the contractor, the same shall be ordered as a 'Deviation' to the contract.

Deviation orders within the limits prescribed in the contract, are binding to the contractor. All deviations should be for the completion of the originally intended work and shall not be to cater to any other new work:

Ordering of deviations is also subject to the following conditions:-

- a) Deviation percentage for all works to be followed as $\pm 20\%$ of contract value.
- b) For individual items, deviations ordered shall not exceed $+50\%$ of quantity.
- c) For new items, deviations ordered shall not exceed $+10\%$ of the contract value.
- d) However, the excavation of soil/ hard rock items are subjected to a deviation of $\pm 100\%$ quantity.
- e) The value of additions of items of Non Tendered Items not already in the contract shall not exceed 10% of the contract value. These items will be called Non Tendered Items and the rates for the same will be approved by AMDTF with financial concurrence. However, the total

value of work including deviation and Non-tendered items shall not exceed the prescribed variation deviation limit.

All Deviation orders shall be technically sanctioned before they are ordered on the contractor. The technical sanction shall also cover the rates for items not included in the contract. All deviation orders will be signed by the Contractor for their acceptance.

Ordering of work on contractor for the deviations shall have to be through an amendment to the contract agreement.

j) Determination of Rates:

In the case of contract items, substituted items, contract-sub-substituted items, or additional items which exceed the limits laid down above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Scheduled of Quantities or of those derived in accordance with the provisions specified herein by more than five percent, inform the Engineer-In-Charge and the Engineer-In-Charge shall within ninety days of receipt of claim supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities or those derived in accordance with the provisions of clause (i) by more than five percent, the Contractor shall be paid in accordance with the rates so determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-In-Charge within a period of ninety days of receipt of the claim supported by analysis are within 5% of the rates specified in the Schedule of Quantities or of those determined in accordance with the provisions above, the Engineer-In-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under clause (i) for the quantities in excess of the limits laid down.

k) Suspension of Works:

1. The Contractor shall, on receipt of the order in writing of the Engineer-In-Charge suspend the progress of the works or any part thereof for such time, and in such manner as the Engineer-In-Charge may consider necessary for any of the following reasons:
 - I. on account of any default of the Contractor, or
 - II. for proper execution of the works or part thereof for reasons other than the default of the Contractor, or
 - III. for safety of the works or part thereof,
2. If the suspension is ordered for reasons (ii) and (iii) in Sub para (1) above, the Contractor shall be entitled to an extension of the time only equal to the period of every such suspension plus mobilization period.

3. If the works or part thereof is suspended on the orders of the Engineer-In-Charge for more than 90 days at a time, except when suspension is ordered for reason (1) (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-In-Charge requiring permission within fifteen days from receipt by the Engineer-In-Charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by "AMDTF" under paras (j & k) or where it affects the whole of the Works, as an abandonment of the works by "AMDTF" shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to Engineer-In-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by "AMDTF" he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequence and of materials collected which could not be utilized on the works, adding to the total thereof the percentages mentioned in Schedule A to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-In-Charge within 28 days of the expiry of the period of 90 days.

8. Over payments & under payments

- a) Wherever any claim for the payment of a sum of money to "AMDTF" arises out of or under this Contract against the Contractor, the same may be deducted by "AMDTF" from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with "AMDTF" or from any other sum due to the Contractor from "AMDTF" which may be available with "AMDTF" or from his retention money; or he shall pay the claim on demand.
- b) "AMDTF" reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. "AMDTF" further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- c) If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by "AMDTF" from the Contractor by any or all of the methods prescribed above. If any under-payment is discovered, the amount shall be duly paid to the Contractor by "AMDTF".
- d) Provided that the aforesaid right of "AMDTF" to adjust over payments against amounts due to the Contractor under any other Contract with "AMDTF" shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill

is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

- e) Any amount due to the Contractor under this Contract for under-payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to "AMDTF" on any other Contract or account whatsoever.
- f) The Contractor shall be deemed to have given its consent for adjustment of the dues payable to the contractor in other contracts of "AMDTF", against the liability or outstanding dues in respect of this contract. Similarly, the Contractor gives its consent to adjust/set off the dues payable in this contract against the outstanding dues recoverable by "AMDTF" from the contractor in other contract of "AMDTF".
- g) All sums payable by way of compensation under any of the conditions of contract shall be considered as reasonable compensation to be applied to the use of "AMDTF" without referenced to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- h) The R.A bill will be considered as an advance payment against the final bill. The Engineer will have a right to adjustment of any error, over/under payments in subsequent bills.
- i) A sum of 2.5 % of gross value of work order will be deducted from each running Bill & Final bill .The same will be released after the completion of defect liability period of 12 months and after certification of Engineer-In-Charge. Also, contractor can submit Bank Guarantee for equivalent amount in the prescribed format issued by nationalized or scheduled bank and same shall be valid for defect liability period + 3 months claim period. In case of submission of bank guarantee the retention amount shall be released.

9. **Security Deposit (S.D):**

- a) The successful tenderer has to deposit 2.5% of contract value as Security Deposit within 21 days from the receipt of order, interest @12% p.a. shall be levied for the period of delay in submission of S.D. beyond 21 days. This 2.5% Security Deposit can be submitted ONLINE PAYMENT or can deposit Bank Guarantee from any nationalized bank. The validity of B.G shall be equivalent to contract period plus three months extra. The 2.5% Security Deposit will be released after completion of work, Site clearance and cleaning by the contractor duly certified by Engineer- In- Charge.

Name of Company: Advanced Materials (Defence) Testing Foundation

PAN: ABACA8172D

Bank Name: Punjab National Bank

Branch Address: 10 Ashok Marg, Hazratganj, Lucknow - 226001

Account no.: 7177002100010505

IFSC Code: PUNB0717700

MICR Code: 226024028

Type of Account: Current Account

- j) **Retention Money:** A sum of 2.5% of gross value of work order will be deducted from each running bill and final bill. The same will be released after the completion of defect liability period of 12 months and after certification of Engineer –In- Charge. Also,

contractor can submit Bank Guarantee for equivalent amount in the prescribed format issued by nationalized or scheduled bank and same shall be valid for defect liability period + 3 months claim period. In case of submission of bank guarantee the retention amount shall be released.

10. TIME and Extension for Delay:

Time is essence of contract and as such, the contractor shall strictly adhere to the time schedule specified in the tender documents / work order. Also, the contractor shall provide all documents, working drawings, employing technical experts time to time to keep the progress of work in good process enabling to complete the contract in time. **The entire work of “Construction of RCC Building for AMDTF Lab at Lucknow, Uttar Pradesh” to be completed within 6 Months (staggered) from the date of site handover .**

Time is essence of the contract; contractor has to mobilize materials & labour to complete within stipulated time period.

10.1. The time allowed for execution of the works as specified above or the extended time shall be the essence of the Contract. The execution of the works shall commence from the 10th day after the date on which “AMDTF” issues written orders to commence the work or such time period as mentioned in the Letter of Award or from the date of handing over of site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid; “AMDTF” shall without prejudice to any other right or remedy be at liberty to bring in force BSD.

10.2. As soon as possible after the Contractor is concluded the Engineer-In-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-In-Charge and the Contractor within the limitations of time imposed in the Contract documents. Such defined intermediate milestones will form the basis for monitoring the progress and to initiate such corrective/penal measures as may be decided by the Engineer-In-Charge which shall be final & binding. Further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds 30 days (same for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

10.3. If the work(s) be delayed by:

a. **Force majeure:**

If at any time during the continuance of this Contract, the performance in whole or in part, neither party shall be liable of performance under this Contract, any obligations under the Contract of any party, if such performance is prevented or delayed due to reasons beyond such party's control, including but not limited to acts of God, fire, flood, earthquake other natural catastrophes, any law, order, regulation, direction, action of any civil or military authority, national emergencies, insurrections, riots, war (whether declared or not), hostility, acts of the public or enemy, civil commotion, sabotage, explosion epidemic, quarantine restrictions, strikes

and lock-outs, work stoppage or other labour difficulties, absence of the usual means of communication or transportation (hereinafter referred to as `eventuality`) provided however the party to which the force majeure has happened shall use commercially reasonable efforts to eliminate such an event.

Force majeure shall also be deemed in the event of any regulatory decision or government order requiring the either party to suspend its service(s) or operation(s) for any reasons whatsoever.

Notice of the happening of any such eventuality or force majeure as mentioned herein shall be given by either party to the other within fifteen (15) days from the date of the occurrence thereof along with supporting proof of the occurrence of the Force Majeure event , neither party shall, by reason of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance, or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the Purchaser as to whether the work has been so resumed shall be final and conclusive.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance it prevented, hindered or delayed. The time for completion shall be extended by number of days the party giving notice was prevented from performing his obligation due to Force Majeure, in accordance with Clause 10(g) hereof.

Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months, both the parties shall consult each other regarding the further implementation of the Contract, provided always that, if no mutually agreed arrangement is arrived at within a period within three (3) months from the expiry of the six (6) months referred to above, the Contract shall be deemed to have expired at the end of the said six (6) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have the obligation to reach an agreement regarding the winding up and financial settlement of the Contract.

b. abnormally bad weather, or heavy rains, or

c. serious loss or damage by fire, or

d. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

e. delay on the part of other contractors or tradesmen engaged by "AMDTF" in executing work not forming part of the Contract, or

f. non-availability of stores, which are responsibility of "AMDTF" to supply or

g. any other cause which, in the absolute discretion of the authority mentioned in Schedule A, is beyond the Contractor's control; then, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-In-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-In-Charge to proceed with the works.

- 10.4. Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 10.5. In any such case the authority mentioned in Schedule A may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-In-Charge in writing, within 90 days of the date of receipt of such request, by the Engineer-In-Charge.

11. Liquidated Damages (L.D)

If, in the opinion of the competent authority, there is a delay in completion of work due to the reasons attributable to the contractor or any failure of contractor in any way whatsoever, Liquidated damages at 0.5% per week delay or part thereof up to maximum of 10% of contract sum will be deducted.

However, the competent authority in his opinion felt that the work is delayed due to reasons which is solely attributable to AMDTF and absolutely beyond the control of the contractor, shall grant the fair & reasonable extension of time to the contractor. The decision of the competent authority in this respect will be final & binding on the contractor.

- i. If the Contractor fails to maintain the required progress in terms of Clause 10 or to complete the work and clear the site on or before the Contract or extended date of completion, the Contractor shall, without prejudice to any other right or remedy available under the law to "AMDTF" on account of such breach, pay as agreed compensation amount calculated as stipulated above or such smaller amount as be fixed by the authority mentioned in Schedule 'A' (Whose decision shall be final & binding) on the Contract Value of the work for every week that the progress remains below that specified in Clause 10 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- ii. Provided always that the total amount of damages for delay to be paid under this clause shall not exceed 10% of the total value of the work done or of the Contract Value of the item or group of items of work for which a separate period of completion is specified.
- iii. The amount of compensation may be adjusted or set- off against any sum payable to the Contractor under this or any other contract(s) with "AMDTF" .For the purpose of such adjustment/set off, it shall be deemed that the Contractor has given its free consent.

iv. Reduction of Liquidated Damages:

If before the completion of the whole of the works or any part of the works has been certified by the Engineer- in- Charge as completed as per the time stipulated hereof and occupied or used by the employer, the value of the whole of the works for the purpose of calculating the liquidated damages shall be reduced by the value of the part so certified by the Competent Authority.

12. Defects Liability Period

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-In-Charge, any defect which may develop or may be noticed before the expiry of 12 months from the certified date of completion and intimation of which has been sent to the Contractor within ten days of the expiry of the said period by a letter sent by hand delivery or by registered post.

13. ARBITRATION:

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the EOI/contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the India International Arbitration Centre (IIAC) Arbitration Rules 2016. The authority to appoint the arbitrator(s) shall be the India International Arbitration Centre (IIAC) And will provide administrative services in accordance with India International Arbitration Centre (IIAC) Arbitration Rules 2016. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be **Lucknow, India.**

14. Language shall be English: All documents relating to the bid shall be in the English language

Contract Agreement: The successful contractor is required to conclude a contract agreement on a non-judicial stamp paper of Rs. 100.00 on award of the contract in the prescribed format approved by AMDTF within 10 days time from the date of receipt of work order and submission of Security Deposit.

15. CANCELLATION OF CONTRACT FOR DEFAULT OF THE CONTRACTOR

- a) If the contractor makes default in commencing the service within the time specified, or if; the contractor in the opinion of AMDTF during the current contract makes default in proceeding with the contract services which includes construction for completion of civil construction works of the project or progress of the services is slow, or the services are poor of, if the contractor fails to comply with any of the terms and conditions of the contract, or fails to complete the services in part or full or fails to achieve the progress as set out under the contract or abandons the contracts or otherwise commits any breach of contract, AMDTF will cancel the contract as a whole or in part without any prior notice to the contractor at the sole cost, risk and expense of the contractor and get the balance services/work executed either by AMDTF itself, or by another contractor or through any other agency/agencies as deemed fit. In such an event, the contractor shall be liable to make good and compensate all losses, expenses

whatsoever, incurred or to be incurred by AMDTF besides forfeitureSD / 5% gross value deducted from each running bill.

- b) In the event of cancellation of contract as above and the completion of the contract services either by AMDTF or by another contractor or through any other agency / agencies, if the cost of completion works out less than the cost under this contract, the advantage shall accrue to AMDTF.

16. CANCELLATION OF CONTRACT FOR DEATH ETC.,

Without prejudice to any of the rights or remedies under this contract, if the contractor dies or attains legal disability, AMDTF shall have the option of canceling the contract without any compensation to the contractor or any his legal heirs / successors and without any prior notice.

16.1. SPECIAL POWERS OF CANCELLATION OF CONTRACT / FORECLOSURE OF CONTRACT:

If at any time after acceptance of the tender/ during award of work, during currency of contract, AMDTF feels that for any reasons whatsoever, if the whole or any part of the contract services is not required to be carried out, notice shall be given in writing of the fact to the contractor and upon receipt of such notice the contractor shall stop the execution of such services as indicated in the notice forthwith. The contractor 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 services in full, but which he did not derive in consequence of the foreclosing of the services / contract. Contractor shall be paid at contract rates for the full amount of the work executed including such additional services as may be rendered necessary by said foreclosing.

16.2 In the event of contractor commits any breach of any terms of this contract, AMDTF will terminate the contract and on such termination, the balance work will be got done through other agency at the cost and risk of contractor. Further, any loss occurred due to the above will be recoverable from the contractor.

16.3. The contractor shall further keep indemnified and harmless against any claims or liabilities arising out of eventualities in connection with injuries / death to the workmen or any member engaged by or under the control of contractor. AMDTF will not have any liabilities under the Employee's compensation Act or any other provision of law statutory or otherwise. Any expenditure incurred by AMDTF in this connection shall have to be fully indemnified by the contractor.

16.4. (a) Recoveries shall also be affected from the contractor on account of any over payment detected at any stage as a result of technical examination, audit study, vigilance inspection / investigation.

(b) Recoveries shall be affected from the contractor on account of any losses suffered under the provision of section – 73 of the Indian Contract Act 1982.

(c) The contractor will be liable for debar from the future contracts for a specified number of years or total ban depending on the gravity of the lapses.

17. ORDERS UNDER THE CONTRACT AND COMMUNICATION OF ORDERS:

All orders, notices etc. to be given under the contract shall be in writing and if sent by registered post to the contractor to any of the addresses given by the Tenderer or to the last known address of the Tenderer, shall be deemed to have been served on him. Any communication under this contract on any matter whatsoever under the any signature of officer of AMDTF for such communication shall be deemed to have been issued with the approval of the Accepting officer.

18. DEFECTIVE SERVICE/WORK:

Any defects observed or otherwise brought to the notice of the Engineer-in charge of AMDTF be investigated or caused to be investigated in detail by any of the reputed institutes / specialist organizations approved by the AMDTF at the cost and risk of the contractor. The defective work/services will be rectified by the contractor immediately at his own cost.

It shall be incumbent upon the contractor to propose remedial measures thereof and obtain the acceptance of the reputed approved institute or the specialist organization to such measures before the corrective action is allowed to be undertaken.

19. Quality of materials & Workmanship and Tests

All materials & workmanship shall be of the respective kinds described in the contract & in accordance with the Engineer's-In-Charge (E-I-C's) instructions and shall be subjected from time to time to such tests as E-I-C's or his representative may direct at the place of manufacture or fabrication or on site or at all or any such places/approved laboratories. The entire cost of such tests will be borne by the contractors. For bought out items, the contractor shall produce the manufacturer's certificate or test certificate. The contractor shall provide at his own cost such assistance, instruments, machines, labour and material as are normally required for examining, measuring & testing any work and the quality, weight or quantity of any material used & shall supply samples of materials before incorporation in the works for testing, as may be selected and required by the E-I-C's or his representative.

Cost of Samples

- a) All samples shall be supplied by the Contractor at his own cost.
- b) The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for (as mentioned in code & specification), in the Contract.

20. Labour:

- a) The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age.
- b) The Contractor shall furnish to the Engineer-In-Charge, fortnightly a distribution return of the

number and description by trades of the workers employed on the works.

The Contractor shall also submit on the 4th and 19th of every month to the Engineer-In-Charge a true statement showing in respect of the preceding fortnight, (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

- c) The Contractor shall pay to labour employed by him either directly or through sub-contractors, wages in accordance with the rules, regulations and the law in force relating to the payment of wages for the workers and also to monitor the compliance of rules , statutory payments etc by the sub-contractor.
- d) The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, The Employer's Liability Act, 1938, The Employee's Compensation Act, 1923, The Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, The Factories Act 1948, The Contract Labour (Regulation & Abolition) Act, 1970, or any modification thereof or any other law relating thereto and rules framed there under from time to time.
- e) The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme & Provident Fund in respect of all labour employed by him for the execution of the Contract, in accordance with the provisions of "The Employees State Insurance Act, 1948" and EPF & MP(Employee's Provident Fund & Minimum Provision act of 1952) as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-In-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance & EPF & MP Act.
- f) The Engineer-In-Charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor Labour (Regulation & abolition) Act 1970, have the power to deduct from the moneys due to the Contractor Labour Regulations, have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of worker(s), non-payment of wages or of deductions made from his or their wages which are not justified by the terms, of the Contract or non-observance of the said Contractors Labour Regulations.
- g) In every case in which by virtue of the provisions sub-section(1) of Section 12, of The Workmen's Compensation Act, 1923, "AMDTF" is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, "AMDTF" will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of "AMDTF" under sub-section (2) of Section 12, of the said Act, "AMDTF" shall be at liberty to recover such amount or any part thereof by deducting it from the retention money or from any sum due by "AMDTF" to the Contractor whether under this contract or otherwise. "AMDTF" shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to "AMDTF" full security for all costs for which "AMDTF" might become liable in consequence

of contesting such claim.

h) INSURANCE (General Requirements for Insurances)

- a) **The Contractor shall provide in the joint names of AMDTF and the Contractor, insurance cover from the date of commencement of work to the end of the Defects Liability Period. The Contractor is liable to take Contractor's all risk policy for the whole contract value. The insurance amount shall also cover third party liability to the extent, if any as specified in Schedule A. In addition to this the contractor shall also take Employee Compensation Policy for employees.**
- b) Policies /certificates of insurance shall be delivered in original by the Contractor to the Engineer-incharge before the date of commencement of work. In case of failure by the Contractor, no payment against the running bill shall be released till the submission of the policies / certificates of insurance. All such insurances shall provide for compensation to be payable in the types and proportions for which these policies are intended.
- c) The Contractor shall provide premium receipts to the Engineer-in-Charge from time to time, as a proof that he has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- d) The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractors(if any) and shall be responsible for any claims or losses to AMDTF resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.
- e) Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-charge.
- f) Both parties shall comply with all conditions of the insurance policies.
- g) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the execution of the Contract shall be the responsibility of the Contractor. However this shall not include excepted risks which are not covered under the above said insurance policies. All consequential loss with reference to insurance claims shall be borne by the contractor

21. Compliance and Default

- 1. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor's Labour (Regulation & Abolition) act 1970 as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the Report of the Inspecting Officer as defined in the Contractor Labour (Regulation & abolition) act 1970, the Contractor shall without prejudice to any other liability pay to "AMDTF" a sum not

exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filling, such materially incorrect statement and in the event of the Contractor's default continuing in this respect, the penalty may be enhance to Rs.200/- per day for each day of default subject to a maximum of five percent of the estimated cost of the works put to tender. The Engineer-In-Charge shall deduct such amount from bills or retention money of the Contractor. The decision of the Engineer-In-Charge in this respect shall be final and binding.

2. Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
3. The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions (Safety Code) or as required by the Engineer-In-Charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case, the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
4. Failure to comply with Model Rules for Labour Welfare, Safety Code on the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the "AMDTF" as the penalty an amount not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-In-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor Labour Regulation(RLA) Act 1970 shall be final and binding and deduction(s) for recovery of such penalty may be made from any amount payable to the Contractor.
5. **If the contractor performs any work in a manner contrary to the Contract, without the approval of the Engineer-In-Charge, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to the employer arising there from.**

22. . Vulnerability Atlas of India:

Proposed Clause to be included in Tenders w.r.t, Vulnerability Atlas of India

Clause: Planning and Designing in purview of Vulnerability Atlas of India Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT —wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers. engineers, architects, planners, public etc. to ascertain proneness of any city/location site to multi-hazard which includes earthquakes,

winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

it is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project.

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(ON NON JUDICIAL STAMP PAPER)

(CLAUSE NO. 9)

To,

Advanced Materials (Defence) Testing Foundation
NH-25 A Sarai Sahjadi Bani
Lucknow – 226401 .

In consideration of the Advanced Materials (Defence) Testing Foundation. Having its registered office at NH-25 A Sarai Sahjadi Bani Lucknow – 226401(hereinafter called “AMDTF” which expression shall unless repugnant to the subject or context include its administrations, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing number Dated issued by the AMDTF, which has been unequivocally accepted by the contractor M/s.

.....
..... work (hereinafter called the said contract) to accept a Dead of Guarantee as herein provided for Rs
..... (Rupees Only) from a Nationalized Bank in lieu of the retention money to be made by the contractor or in lieu of the deduction to be made from eh Contractor’s bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said contract.

We, the Bank (hereinafter referred to as “the said Bank” and having our registered office at do hereby undertake and agree to indemnify and keep indemnified “AMDTF” from time to time to the extent of Rs (Rupees only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by “AMDTF” by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by “AMDTF” on demand and without demur to the extent aforesaid.

We Bank, further agree that “AMDTF” shall be the sole judge of and as to whether the said contractor has committed any breach or breaches of

“Refer note at the end of the proforma.

Any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by “AMDTF” on account thereof and the decision of “AMDTF” that the said Contractor has committed the breach or breaches and as to the amount or amounts of loss, or that may be caused to or suffered by “AMDTF” from time to time shall be final and binding on us.

1. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of “AMDTF” under the said Contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till the owner certificate that terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee subject, however, that “AMDTF” shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said contract, i.e. (date) or from the date of cancellation of the said

Employer

29

Contractor

contract as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

2. "AMDTF" shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or to postpone for any time from time to time any of the powers exercisable by its against the said contractor and either to enforce or forbear from enforcing of the terms and conditions governing the said contract or securities available to "AMDTF" and the said bank shall not be released from its liability under liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of "AMDTF" or any indulgence by "AMDTF" to the said contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.

3. It shall not be necessary for "AMDTF" to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which "AMDTF" may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the Previous consent of "AMDTF" in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s on whose behalf this guarantee is issued.

In the presence of

For and on behalf of (the Bank)

WITNESS

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No: _____

Date and Place: _____

Bank's Seal _____

Accepted

(Signature of the Officer)

For and on behalf of

(Advanced Materials (Defence) Testing Foundation.)

SCHEDULE "A"

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Clause	Item	Stipulation
1	Estimated cost of the works	Rs. 746 Lakh
-	EMD of Rs. 10,00,000/-	To be submitted by the bidder
	<u>General Contract Conditions</u>	
	<u>Chapter I</u>	
3(e)	Accepting Authority	CEO, AMDTF
3(h)	Market Rate-percentage addition to cover overheads and profit	10%
	<u>Chapter II</u>	
7(b), 7(c)	6 RA bills and one final bill will be paid. Material advance: 75% for TMT steel and Structural steel (excluding Transport & taxes)	R.A. Bills in 30 days & final bill in 30 days from the date of certification of Engineer – In – Charge. 2.5% of gross value from each running bill will be deducted.
7(i)	Deviations/Variations Extent & Pricing	
K)	Suspension of work	
7(l)(2)(ii)	Percentage payable to cover contractor's indirect expenses for suspension exceeding 30 days and not exceeding 90 days	5% maximum
7(l)(3)	Percentage payable cover contractor's indirect expenses for suspension exceeding 90 days.	5% maximum
9	Security Deposit & Retention Money	2.5% for SD & 2.5% RM
10.1	Time allowed for execution of work or time schedule	6 Months (staggered) from the date of site handover.
10.3(g)	Authority competent to decide if any other cause of delay is beyond contractor's control	CEO
10.5	Authority for granting Extension of Time	CEO
11(v)	Authority competent to reduce compensation amount	CEO
12.0	Defects Liability Period	12 months
	<u>Special Contract Conditions</u>	
3.1	Water charges	Contractor has to arrange with his own expenses
3.2	Electricity Charges	Contractor has to arrange with his own expenses

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

The special contract conditions of contract shall be read in conjunction with the invitation to tender, General Conditions of contract, specification, Drawings and other supplementary documents detailing the work.

Provided that, where any provision of the General Conditions of Contract is repugnant to or at variance, unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract and shall to the extent of such repugnance or variation, prevail.

Site and Local Conditions

2.1 Location and Works Terrain

AMDTF site is located at Plot A 1 of Uttar Pradesh Defence Industrial Corridor located at Bhatgaon\, Sarojini Nagar.

2.2 Climate Conditions

The climatic conditions at the plant are similar to the prevailing at Lucknow city

Earthquake:The plant is situated in Zone 'III' as defined in latest seismic maps.

2.3 Transport Connections:

The plant is well connected by road & railway station and Airport

2.4 Communications:

For commercial clarifications:

Shri B. Saha (CEO) – AMDTF

E-mail: tender@amdtf.in

9154951860

For Technical clarifications

Shri B. Saha (CEO) – AMDTF

E-mail: tender@amdtf.in

9928459713 / 9440559804

The provision of the above information is for the Contractor's general guidance only and does not relieve him of his responsibility under clauses 6 if the General Conditions of Contract to satisfy himself of the site conditions and sufficiency of his tender. No claim whatsoever shall be admissible or any extra shall be allowed on these accounts.

3 Construction Facilities:

3.1 Construction Water:

Water required for the Works to be made available by the contractor with his own expenses and No claim for compensation for any requirement will be admissible.

3.2 Construction Power:

Electric Power to be made available by the contractor with his own expenses and No claim for compensation for any requirement/ failure /short supply of power will be admissible.

3.3 Temporary Roads:

The contractor shall construct and maintain at his own cost all temporary roads at the site for leading his equipment, labour, materials etc. to various places of work or otherwise deemed necessary to execute the works.

4 Time Schedule of Contract:

Time is the essence of the Contract. The Contractor shall complete the whole of works according to the Contract and to the satisfaction of the Engineer – In – Charge **6 Months (staggered) from the date of site handover.**

The working hours for the civil works are 24 hours with special permission and safety precautions as per standing rules of AMDTF.

5 Authorized Agent/ official

5.1 The contractor shall have a duly authorized agent/official at site from the commencement of works to the completion of the works. Such agent/ official shall be authorized, on behalf of the contractor, to accept services of notices under the and to agree to extras, omissions and varied items of works and rates for the same. Such agent/ official shall maintain on his staff qualified engineers and such other personnel as may be required for efficient execution of the works. Any notice under the contract shall be deemed to have been served on the contractor if served upon such agent/ official or sent by registered letter to his address at site. Such agent/ official shall not be changed and shall not leave the site during the duration of the Contract unless the consent of the Engineer – In – Charge shall have been previously obtained. If the Engineer – In – Charge shall require the contractor to carry out any rectifications under the terms of the contract after the works are completed, the contractor shall have the same or another duly authorized agent at site when such rectifications are being carried out.

5.2 The contractor shall send a duly authorized competent representative to meet the Employer at his office at Lucknow whenever called upon in writing to do so by the Employer or the Engineer – In – Charge and any instructions, directions or explanations given by the Engineer – In – Charge to such representative shall be held to have been given to the Contractor.

5.3 One graduate Site engineer with at least 3-6 years practical experience in relevant work to be deployed by the contractor, failing which, a penalty of Rs 20000 per month will be recovered from the bills payable to contractor upon certification of Engineer- In- Charge.

6 Construction Stores:

6.1 Suitable areas at or near site will be allocated free of cost by the Employer at his discretion to the contractor for field offices, storing equipment, plant, materials etc. for the duration of the contract. The contractor will be solely responsible for the watching and guarding of his stores.

6.2 The contractor shall cover all his equipment and materials at site with requisite insurance against theft, larceny, dacoit, fire, tempest, flood, earthquake etc.

7 Accommodation for Labour and Supervisory Staff:

The contractor shall make his own arrangements for the accommodation of his labour and supervisory personnel, for which the Employer will allocate no open land. The contractor shall include in his rates the cost of provision of such accommodation for the laborers and supervisory staff including suitable water supply, electricity and good sanitary arrangements. The sanitary arrangements provided must conform to the rules and regulations of local authorities or public bodies.

8 Compliance with Enactments:

The Contractor shall comply with the provisions of the following Acts and Rules:

- a) The Contract Labour (Regulation & Abolition) Act 1970 or any amendment thereof and Rules made there under and all legislations and rules of the State or Other local Authority framed from time to time. The Rules and other statutory obligations with regard to wages, welfare and safety measures, maintenance of all required registers etc will be deemed to be part of the contract. Such Registers shall be produced by the Contractor for inspection as and when required by AMDTF or Labour Department Authorities or other statutory bodies.
- b) The Contractor must possess valid license obtained for RLC (central) under Contract Labour (R&A) Act and Rules for employing contract labour on the date of the submission of tender form in case of engagement of contract labour. It is mandatory to implement the GOs issued by the Government from time to time on payment of wages.
- c) The Provisions of the Minimum Wages Act 1948 and Payment of Wages Act 1936 as amended from time to time and rules made there under.
- d) Industrial Disputes Act
- e) Employee's Compensation Act 1923 or any other law for the time being in force.

f) Equal Remuneration Act.

g) The Provisions of ESI Act and EPF & MP Act and the rules made there under in respect of the workmen engaged by him.

9 Construction Equipment:

9.1 The contractor shall make his own arrangements to procure all constructional plants and equipments for the work. He shall state in the Appendix II the type and number of different equipment in good working conditions, with their capacities, which he will use on the site to ensure the completion of the works in the specified time.

9.2 All materials, construction plants and equipment etc once brought by the contractor on the site are not to be removed from there without the written authority of the Engineer – In – Charge. Also the contractor shall have adequate stock of spare parts for the equipment on the site and the works shall not be delayed on this account. All temporary works built by the contractor for the main construction undertaken by him are not to be dismantled and removed without written authority of the Engineer – In – Charge.

10 Co-operation with other contractors:

The contractor shall plan and execute his work in a phased manner as directed by the Engineer – In – Charge from time to time and shall fully co-operate with other agencies working at site simultaneously so as not to obstruct or retard the works simultaneously being executed by other agencies in any way. The decision of the Engineer – In – Charge on any point of dispute between the various contractors shall be final and binding on all the parties concerned.

11 Safety Code:

The contractor shall at his own expense, arrange all the requirements including safety gears for the safety provisions as appended to these conditions, or as required by the Engineer – In – Charge in respect of all labour directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make the arrangements and to provide necessary facilities as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the contractor. The contractor will abide all the safety norms of AMDTF & other statutory bodies.

12 Cleaning Site:

The contractor shall clean the site as required of grass, trees, vegetation and debris prior to the start of the work at his own cost.

13 Clearing Site on completion:

On completion of the works, the site shall be cleared by the contractor of all men, materials, temporary sheds, debris, rubbish, plants and equipments belonging to the contractor at his own cost. The site and surroundings shall be handed over in a clean and neat condition as required by the Engineer – In – Charge. In case of failure by the contractor, the Employer will get the site

cleared at the risk and cost of the contractor. The work may not be considered complete till the contractor clears the site in all respect as mentioned above.

14 Coverage of Contract:

14.1 The contract is a complete one including all the cost towards labour, materials, the contractor's overhead and profit, all temporary works & all other provisions, equipments, tools tackles, transportation, handling, all taxes & duties etc.

14.2 Except where it is expressly provided that the cost will be borne by the Employer the various obligations of the contractor under the contract shall be at the cost of the contractor.

15 Transfer of guarantees:

All guarantees such as waterproofing, acid resisting, materials etc for the entire works as obtained from the manufacturer or specialist agencies shall be transferred to the Employer through the Engineer – In – Charge by the contractor prior to the acceptance of such works. The applicator/manufacturer also will remain the co-guarantor.

16 Security Regulations:

The contractor shall abide by all the security regulations promulgated by the Employer & all other statutory authorities from time to time. In order to facilitate the issue of entry/ exit gate permits for materials and equipment to be taken out after completion of the work the contractor shall submit a list of equipment and/or other materials that may be taken inside the protected area from time to time.

17 Miscellaneous:

17.1 Variation Statement:

Quantity variation (up to $\pm 20\%$) statement shall be prepared by the contractor and submitted to Engineer – In – Charge for Employer approval. Such variation statement shall be submitted at the stage when the Running Account Bills value (up to date) exceeds the contract value and also for variations in scope of work.

17.2 Part rates:

The part rates recommended by Engineer – In – Charge in the Running Accounts Bills for the items of works in progress shall be binding on the contractor.

SPECIFICATIONS FOR CIVIL WORKS

PREAMBLE TO SPECIFICATIONS

The conditions of contract and the drawings shall be read in conjunction with the specifications and matters referred to shown or described in one are not necessarily repeated in the other. These specifications are comprehensive and may exceed the requirements of this project. Any ambiguity between the General specifications, the Bill of quantities and contract drawings shall be referred to the Tenderer for clarification not later than 10 days before the date fixed for delivery of Tenders. Any ambiguity may be referred to the Tenderer after signing of the contract and Tenderer shall give a ruling which shall prevail. No claim for additional cost due to above, however, will be entertained.

Notwithstanding the sub-division of the specification into various headings, every part of it is to be deemed supplementary to every other part and is to be read with it, so far as it may be practicable so to do, or when the context so admits.

In this contract, reference is made to the Indian Standards and these references shall be deemed to include the latest editions or issue of standards, specifications or By-Law including all revisions up to the date of invitation of Tenders. The contractor shall ensure that all materials and workmanship in so far as they apply to this contract shall comply in every specifications or any other equivalent or specification approved by the Tenderer.

The Contractor shall keep at site copies of all relevant standards and codes of practice referred in these specifications throughout the period of contract. These shall be the latest editions and shall include all revisions/addendums thereof.

Approved Manufacturers: Name of approved manufacturers is given in the specifications.

Reference in the specifications to approved manufacturers shall be constructed as establishing standard of quality and not as limiting completion.

The Contractor shall include in his prices for supplying the item or materials from the approved manufacturers listed or on approval.

All items or materials shall be delivered to the site in the manufacturers original unopened containers with the manufacturers brand and name clearly marked on.

All items or materials shall be assembled, mixed, fixed, applied or otherwise incorporated in the works in accordance with the printed instructions of the manufacturer of the item or materials.

1.0 GENERAL

1.1 Scope

This specification applies to the CIVIL Engineering and building works to be executed by the Contractor. It is to be read in conjunction with and subjects to the general conditions of contract and in conjunction with the drawings, the schedule of rates and such other documents as may from time to time be agreed upon as comprising part of this contract. Where these specifications are not clear, MES SSR /CPWD specifications shall be followed.

1.2 Clearing

The contractor shall clear the site of all rubbish and old buildings remove all grass and low vegetation and remove all bush wood, trees, stumps of trees and other vegetation only after consultation with the Architects as to which bushes and trees shall be saved. All disused foundations, drains or other obstructions met with during excavation shall be dug out and cleared.

1.3 Site Levels

The contractor shall carry out the survey of the site and shall establish sufficient number of grids and level marks to the satisfaction of the Architects who shall decide on the basis of this information the general level of the plot and the plinth.

1.4 Bench-marks

Prior to commencement of construction the contractor shall in consultation with the Engineer, establish several site datum bench-marks their number depending on the extent of the site. The bench-marks shall be sited and constructed so as to be undisturbed throughout the period of construction.

1.5 Site investigation

The Architects might have got the soil investigation done and if so, the report will be handed over to the contractor for their scrutiny. The contractor shall however inspect the site and study the findings from the trial pits or bores in order to assess the problems involved in and methods to be adopted for excavation and earth work. The contractor shall ascertain for himself all information concerning the sub-soil conditions, Ground water table periods and intensity of rainfall, flooding of the site and all data concerning excavation and earth work.

1.6 Setting out the work

The contractor shall set out the works and during the progress of the building shall amend at his own cost any errors arising from inaccurate setting out.

During the execution of the work contractor must cross check his work with the drawings The contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and / or errors at his own cost failing which the Architect reserves the right to get the same rectified at the risk and cost of the contractor.

1.7 Clearing up and handing over

Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned down in manner which will render the work acceptable to the Architect and Employer. All and an area of up to ten meters on the outer boundaries of the premises will be cleaned by the contractor as a part of the contract. Upon completion of the project, the contractor shall submit to the employer the following.

- a. Written guarantee and certificates.
- b. Maintenance manual, if any and

c. Keys

1.8 Samples

The contractor shall submit to the Architects samples of all materials for approval and no work shall commence before such samples are duly approved. Samples of pre-cast concrete panels, masonry units, building insulation, finished hardware, metal window and door frames, terrazzo flooring, kota stone, marble etc. and every other work requiring samples in the opinion of the Architects shall be supplied to the Architects and these samples will be retained as standards of materials and workmanship. The cost of the samples shall be borne by the contractor.

Throughout this specification, types of material may be specified by manufacturers' name in order to establish standard of quality, price and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the tenderers may assume the price of 'approved equivalent' except that the burden is upon the contractor to prove such equality in writing.

A detailed programme shall be submitted by the contractor for the material approvals, within four weeks of the Architects order to commence. The detailed programme shall include but not be limited to:

Date/s of submitting the various material samples.
Date/s by which the AMDTF's approval is required.
Date/s of placing orders on the Manufacturers/Suppliers.
Date/s of arrival of the approved material/s on to the site.

Date/s of the completion of the 'Mock-ups' wherever required, and the Date/s by which the Architects' inspection of such 'Mock-ups' should be completed and the Date/s by which the Architect should fully approve the said Mock-ups.

1.9 Tests

All materials and methods of tests shall conform to the latest rules, regulation and/or specifications of the following authorities where specified herein as applicable. Bureau of Indian Standards (BIS), British Standards Code of practice (BS) in case no equivalent BIS is available. The Architects will have the option to have any of the materials tested and if the test results show that the materials do not conform to the specifications, such materials shall be rejected. A reasonable number of representative tests will be deemed to be included in the rates tendered.

1.10 Rates

The item rates quoted in schedule of quantities are deemed to be included to execute the complete works/items in strict accordance with the relevant specifications read in conjunction with the appropriate Standard Specifications.

1.11 Mode of Measurements

All measurements will be taken in accordance with IS 1200 latest issue unless otherwise specified.

1.12 Safety Code

- i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foot holds and hand holds shall be provided on the ladder shall be given an inclination not steeper than $\frac{1}{2}$ to 1 (1/2 horizontal) and 1 vertical).
- ii) Scaffolding or staging more than 3 Mtrs. Above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 0.9 Mtrs, high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stair way is more than 3 Mtrs. Above ground level or floor level they should be closely boarded should have adequate width and should be suitably fenced as described in Para (ii) above.
- iv) Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Mtr.
- v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Mtrs. In length while the width between sides rails in rung ladder shall in no case be less than 29 cm for ladder up to and including 3 Mtrs in length. For longer ladders this widths should be increased by at least 6 mm for each additional 30 cm. adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
- vi) Excavation and trenching: All trenches 1 meter or more in depth shall at all times be supplied with at least one ladder for each 30 Mtrs in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Mtr above the surface of the ground. The sides of the trenches which are 1.5 Mtr or more in depths shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapse. The excavated materials shall not be placed within 1.5 Mtrs of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall do from top to bottom. Under no circumstances undermining or undercutting shall be done.
- vii) Before any demolition work is commenced and also during the process of the work:

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected in consultation with the Employer.
- b. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus which is liable to be used by the operator shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

viii) All necessary personal safety equipment as considered adequate by the Architect should be kept available for the use of the person employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a. Workers employed on mixing asphaltic material, cement and lime mortars shall be provided with protective foot wear and protective goggles.
- b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injuries to the eyes shall be provided with welders' protective goggles.
- c. Those engaged in welding work shall be provided with welders protective eyesight lids.
- d. Stone breakers shall be provided with goggles and protective clothing and seated at sufficiently safe intervals.
- e. When workers are employed in sewers and manholes which are in use the contractor shall ensure that the manhole covers are opened and are ventilated at lease for an hour before the workers are allowed to get into the manholes and the manholes so opened shall cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the general public.
- f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken:
 - I. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - II. Suitable face masks should be supplied for use by the worker when paint is applied in the form of spray on a surface or when paint is dry-rubbed and scrapped.
 - III. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painter to wash during the cessation of work.

ix) When the work is done near any place where there is a risk of drowning all necessary equipment(s) should be provided and kept ready for use and all Necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt First Aid treatment of all injuries likely to be sustained during the course of

work.

- x)** Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards of conditions.
 - a. These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good working order.
 - b. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 2.** Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding or to give signals to operator.
- 3.** In case of every hoisting machine and of every chain ring hook, shackle survival and pulley block used in hoisting or as means of suspension of safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 4.** In case of departmental machines the safe working load shall be notified by the Electrical Engineer concerned.
- xi)** Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced when workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and hat as may be necessary should be provided. The workers should not wear rings, watches and carry keys or other materials which are good conductors of electricity.
- xii)** All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- xiii)** The safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- xiv)** To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer – In – Charge or the department or their representatives.
- xv)** Notwithstanding the above Clause from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Note: ALL SPECIFICATIONS AS PER LATEST CPWD FOR ALL DSR ITEMS.

LIST of material to be used in this construction

LIST OF APPROVED MAKES FOR ARCHITECTURE

S.No	Details of Equipment/ Material	Make/Manufacturer
1	TILE	Kajaria Somany Sympolo Orient Bell Granicer
2	GLASS	Saint Gobain JSW Glass Guardian Glass
3	DOOR/WINDOW	Green Fortune UPVC Fenesta UPVC Prominence UPVC
4	Paints	Asian paints Berger paints Dulux (Akzo nobel) Nerolac
5	False ceiling	Gyproc (Saint Gobain) Armstrong Buildwell Shera
6	Wall Putty	Birla White Jk wall putty Asian paint true care putty Dulux Acrylic Putty

LIST OF APPROVED MAKES FOR STRUCTURE

S.No	Details of Equipment/ Material	Make/Manufacturer
1	CEMENT	53 Grade cement: ACC Cement Ambuja Cement Ultratech Cement Dalmia cement
2	STEEL	TATA / JINDAL / JSW /SAIL / VSP

LIST OF APPROVED MAKES FOR ELECTRICAL

S. No	Equipment/Material	Approved Manufacturer Name
1.	LT cum DG changeover Panels / MCC Panels	Advance Panels Neptune Adlec Control System
2.	Air Circuit Breakers / Moulded Case Circuit Breaker / MPCB / Contactors	Schneider Electric L&T Legrand
3.	Sandwich Busduct / Rising Main	Schneider Electric L&T C&S
4.	Final Distribution Boards / MCB/RCCB	Schneider Electric Legrand ABB L&T
5.	Control Transformer / Potential Transformers (Epoxy Cast Resin)	Automatic Electric Gilbert & Maxwell Precise Pragati Matrix
6.	Indicating Lamps LED type and Push Button	Schneider Electric Siemens ABB ESBE
7.	Digital Meters	Siemens Schneider Electric ABB L&T Secure
8.	HT / LT Cables	Polycab KEI Universal Rallison RR Kabel
9.	Termination kits	3M Raychem
10.	Double Compression Cable Glands	Dowells Comet
11.	Bimetallic Cable Lugs	Dowells Comet Cosmos
12.	PVC Insulated Wires	RR Kabel Polycab Rallison KEI
13.	Terminal Blocks	Connect well Wago, Phoenix
14.	Industrial Socket outlets	Siemen Schneider Electric Legrand Hager
15.	Cable Trays & Raceways	Profab Sai Metal Craft Indiana Gratings Advance
16.	Accessories for Supporting system	Hilti Fisher

		Hira
17.	Fire Sealant & Paints	3M Hilti
18.	Insulating Mats	DL Miller & Co Premier Polyfilm Ltd, RMG Polyvinyl India Ltd.
No	Equipment/Material	Approved Manufacturer Name
19.	Earthing & Lightning Protection System	Erico Dehn Obo Betterman LPI
20.	Capacitors & APFC Relay	Schneider Electric Neptune L&T
21.	Metal Conduit & Accessories	BEC AKG NIC
22.	PVC Conduit & Accessories	BEC AKG Polypack Precision
23.	Switch & Sockets (Range as per approved sample only)	Schneider Legrand ABB
35.	Batteries SMF	Exide Amaron Panasonic
36.	Busbar	Hindalco
37.	Weather proof Polycarbonate junction box	Hensel Clipsal Hager
38.	Lighting Poles	Mayfair Bajaj Keselec
39.	Aviation Obstruction Light	Bajaj Binay Actos
40.	OT Isolation Panel	Schneider Electric Bender Pieco
41.	Battery Charger	Exide Nelco Logicstat
42.	FS Cables	Polycab KEI Fusion Polymer FR Teck
43.	UPS	Schneider electric ABB Eaton Delta Riello
44.	Nurse Call System	HEINRICH – UK Honeywell Systemtek Johnson

LIST OF APPROVED MAKES FOR HVAC

S.No	Details of Equipment/ Material	Make/Manufacturer
1	2-Way/ 3-Way Pressure Independent Balancing & Control Valve and Actuator	Danfoss/Belimo/Honeywell/Flowcon
2	Adhesives for Insulation	Pidilite SR- 998/ Paramount Polytreat/ Armacell
3	Adjustable Frequency Drive/ Automatic AFD Bypass/ Pump Controller/ Differential Pressure Sensor/ Transmitter	ABB/Danfoss/L&T
4	Air cooled package units	Danhumbush/York/ Daikin/Trane/ Carrier
5	Air & Dirt Separator/Dirt Separator	Spirotech/ Caleffi/ Optivent /Spirotherm/ Anergy
6	Air Distribution (Ducting) -GI/GSS Sheets	SAIL / TATA Steel/ Jindal
7	Air Handling Units with Coils etc.	VTS/ System Air/ Flaktwood
8	Air Purifier	Daikin/Sharp/Pureair
9	Air washer	VTS/ System Air/ Flaktwood
10	Aluminium Sheet for Ducts	Jindal/ Hindalco/ Balco
11	Automatic Air Vent	Anergy / Rapid Cool/Emerald/CIM
12	Axial Flow Fans	Kruger/ REVO/ Crystal/ Greenheck/ Airflow
13	Balancing Valves (Water Duty)	Advance /Honeywell/Danfoss
14	Ball valves (With & W/o strainers)	Audco /Advance/ L&T
15	Butterfly Valves (Water Duty)	Audco /Advance/ L&T
16	Cable Lugs/Thimbles/Glands	As per Approved Makes of Electrical Works
17	Cable Tray	As per Approved Makes of Electrical Works
18	Centrifugal Fans/Fan section/Plug Fans	Kruger/Nicotra/ Greenheck
19	Check Valve/Foot Valve/Sluice Valve/NRV	Audco /Advance/ L&T
20	Chilled Water Pump (Primary/Secondary)/ Condenser/Hot Water Pumps etc.	Grundfos/Xylem/ Armstrong
21	Control Cables	As per Electrical Makes
22	Cooling Tower	Bell / Paharpur/Advance
23	CO/CO2 Sensor	ELT /Amphenol/harmontronics
24	CPRX Compound/Tar felt	Shalimar tar product / Asian / Pidilite
25	DRY Scrubber	Crystal/ Trion/ Airwave
26	Duct Dampers/Grills/Diffuser/ VCD/ Collar Damper etc.	Caryaire / Systemair/Airtrack Concept/ Mapro
27	DX Coils Air Cooled	Zeco/ VTS/Flaktwod/Crystal
28	Dehumidifier a) Portable Type	Sharp/Honeywell/aprilaire
29	b)Centralised Dehumidifier	Bryair/Casilica/origincorp
30	Electric Motor	ABB/ Siemens/ Crompton Greaves / Havells-Lafert

31	Electric motor (Fire Rated)	Marathon/ Havells-Lafert
32	Expansion Tank (closed type)	Xylem/ Armstrong/ Grundfos
33	Factory Fabricated Duct & Flanges	Crystal/ Zeco / Ductofab / Technofab/ GPS Spiro
34	Fan Coil Units with Fans	REVO/ Crystal/ Balance Air/ Edgetech/ Zeco
35	Fasteners-Dash	HILTI / Fischer / Cannon / Wurth
36	FCU Copper Connection Set/ FCU Link	ATS/ Oventrop/ CSI
37	Filters -Pre/ Fine/ Hepa& BIBO	Thermadyne / Spectrum/ Camfil
38	Fire Damper Actuator	Belimo/Siemens/Honeywell
39	Fire Dampers / Smoke Dampers	Trox/ Greenheck/Ruskin Titus/Systemair
40	Flexible Duct Connection	Airflow/ Pyroguard / Rolastar/ UP Twiga
41	Flexible Pipe Connection	Resistoflex/ Easyflex/ Diamond/ Dunlop
42	FRP lining for condenser piping	Owen-corning/UP Twiga/Binani
43	GI/ MS Piping (chilled/condenser/drain/hot)	Jindal-Hissar/TATA/SAIL
44	Globe/Gate Valve	Audco / Advance /L&T
45	Heat Recovery Exchanger/ Ventilator/ Wheel	Ostberg/DRI / Flaktwoods/ BryAir
46	Hot Water Generators	KEPL / Rapid cool /Enmax
47	Humidifier	KEPL / Rapid cool /Enmax
48	Inline Fans	Kruger / Nicotra/ Greenheck/ Ostberg/Caryaire
49	Insulation material	
50	a) Fiber Glass – Aluminium faced Insulation	UP Twiga / Owens Corning/Kimmco
51	b) Polyurethane Foam (PUF) Insulation	Styrene Packaging & Insulations/Lloyd Insulations
52	c)Nitrile Rubber /EPDM Insulation with antimicrobial	K-Flex/Superlon/Armacell/ Thermobreak
53	d) XLPE Insulation	Supreme/ Trocellene/ Paramount
54	e) Expanded Polystyrene Insulation	Styrene Packing/ Mettur Beardsell/ Toshiba/ Thermobreak
55	Jet Fans	Nicotra/ Greenheck/ Airflow
56	Air Separator	Hydronic Solutions
57	Magnehelic Gauges	Mitbraus Instruments/ Dwyer / Omicron
58	Motorized Butterfly Valve	Honeywell/Belimo/Danfoss/Siemens
59	Paints	As per Civil Works Makes
60	Pre insulated Ducts	UP Twiga/ Asawa
61	Pipe Supports	Easyflex/ Resistoflex/ Diamond
62	Pipe Supports-PUF	Llyod insulation/ Malanpur/ Beardsell
63	Pot Strainer	Sant/ VTM/ Rapid Cool
64	Power Cables	As per Electrical Makes

65	Pressure /Temperature Gauges	H.Guru / Feibig / Warree/H.D/BRC
66	Propeller Fans	System Air/ Crompton/ Khaitan/ Alstom/ Bajaj
67	Thermostat /Humidistat	Honeywell / Johnson / Siemens
68	Purge Valve/ Drain Valve	Anergy/Sant
69	PVC /uPVC pipe	Polypack/ Supreme/Astral/Finolex
70	Red Oxide/ Zinc Chromate Primer	As per Civil Works Makes
71	Refrigerant Copper Pipes	MANDEV Tubes/Rajco Metal/Mehta Tubes (Max Flow)
72	Room Thermostat	Honeywell/ Johnson/ Siemens
73	RP Tissue	UP Twiga/ Styrene Packing or equivalent
74	Pressurised Expansion tank	Hydronic Solutions
75	Split AC Units	Daikin/ Mitsubishi/General
76	Starters/ change over switch/ push buttons/ Indication Lamps/ Rotary switches/ 1-phase preventor/ Soft starter/ MCB/ MCCB/ ACB/ Contactor etc.	As per respective Electrical Makes
77	Strip Heater	Das Pass/ Escorts/KEPL
78	UV & Weather protective Coating	Pidilite/ Foster/ Amicon
79	UVGI System (Ultraviolet Germicidal-Irradiation System)	Ruks/ Trimed/Pure Air/Magneto
80	V Belt	Dunlop/ Fenner/ Hilton
81	Vacuum Degasser	Spirotech/ Optivent/ Caleffi/ Comfort/ Spirotherm
82	Variable Frequency Drive	Siemens/Danfoss/ABB/ L&T
83	VAV Box	Trox/ System Air / Ruskin Titus / Johnson's Control
84	VRV/ VRF Outdoor/ Indoor Units/ Refnet Joints/Remote Controllers	General/ Mitsubishi Electric/ Daikin/ Toshiba
85	Water/Air cooled Screw/Scroll/Centrifugal Water Chillers	Danhumbush/York/ Daikin/Trane/ Carrier
86	Water Flow Switch	Honeywell/ Belimo/ Rapid Cool
87	Welding Rod	Advani/ Vector/Mangalam
88	Y- Strainer	Sant /Emerald/ Rapid cool
89	BMS	Inferrrix/Siemens

LIST OF APPROVED MAKES FOR EQUIPMENT & MATERIAL PLUMBING SYSTEM

S.No.	Details of Materials / Equipment	Manufacturer's Name
1	WC Connectors	Supreme Ashirwad
2.	Floor Drain Fixture, Rain Water Outlets	ACO GMGR Neer
3.	Pre fabricated Car parking / Drain channel	ACO Viega
4.	C.P. Grating for Floor Trap	Chilly GMGR Neer
5.	GI / MS Pipes (IS : 1239 and IS : 3589)	Tata Steel Jindal (Hissar) Surya Parkash
6.	GI pipes fittings	Zoloto M Unik Jainsons
7.	GI pipe sealent	Henkel - LOCTITE 55
8.	Pipe clamp & supports	Chilly Kanwal Mupro Diamond Walvaren
9.	UPVC Pipe & Fittings	Ashirwad Astral Prince AKG
10.	PP Pipes & fittings	Poloplast Hullot Astral Wavin
11.	PEX pipes	Viega VSH Henco Geberit
12.	CPVC Pipe	Prince Ashirwad Astral
13.	RCC Pipe	K K Pranali Pragati

14.	Stoneware Pipes, Gully Traps	Perfect Potteries, Jabalpur Rajura Anand
15.	Forged Brass	Sant Zoloto SKS RB
16.	Butterfly Valve	Advance Zoloto Sant SKS
17.	Check Valve – WaferType	Advance Zoloto Sant SKS
18.	Check Valve – Dual Plate	Advance Zoloto Sant SKS
19.	Check Valve Forged Screwed	Sant Zoloto CIM RB
20.	Pressure Reducing Valve	Sant Zoloto CIM RB
21.	Solenoid Valve	Avcon Zoloto Sant CIM
22.	Thermostatic valve	Oventrop
23.	Air Release Valve	Sant Zoloto CIM RB
24.	Ball Float Valve	Esseti HBD SKS
25.	Water Meter (Mechanical Type)	Actaris Capstan Kaycee Kranti
26.	Electronic Flow Meter	Krohne (Forbes Marshall) Rockwin Cirrus Engineering Zest
27.	Paints	Asian Paints Berger ICI
28.	MH / Water Tank Plastic Steps	KGM Patel Pranali Industries

29.	Insulation for Hot Water Pipes	Armacell – Armaflex Eurobatex – Union Foam K-Flex Thermaflex
30.	Welding Rods	ADOR Esab
31.	Fastner	Fisher Hilti Mupro
32.	U.V. Sterlizer	ALFA Pentair Eureka Forbes
33.	Pipe Protection Wrapping	IWL - Pypkote Rustech – Coatek STP
34	Fastners	Hilti Fischer Wurth
35	Welding Rods	ESAB Advani
36	Temperature Sensor / Gauge	Forbes Marshall Danfoss Wika
37	D. I. Pipes	NECO Electrosteel
38	Grease Traps	ACO Kessel
39.	Y Strainer CI	Zoloto Emerald Sant SKS
40	Storm Water Drainage & Sewage Sump Pumps (Submersible)	Grundfos Willo – Mather & Platt KSB Lubi Ebara

41.	Transfer Pumps / Hydro-pneumatic	Grundfos Willo – Mather & Platt KSB Lubi Ebara
42.	Self-Priming Pumps	Johnson Kirloskar Crompton
43.	Mechanical Seal	Burgmann Sealol
44.	Couplings	Lovejoy Dunlop
45.	Anti Vibration Mounting & Flexible Connections	Dunlop Flexionics Kanwal Industrial Corporation Resistoflex
46.	Level Controller & Indicator (Water)	Auto Pump Cirrus Engineering Technika Techtrol
47.	Dosing Pumps	LMI Pulser Feeder Toschon Grundfos
48.	Two / Three Way Motorized Valve	Danfoss Honeywell Belimo

LIST OF APPROVED MAKES FOR EQUIPMENT & MATERIALS FIRE FIGHTING SYSTEM

S. No.	Details of Materials / Equipment	Manufacturer's Name
1.	Fire / Sprinkler Main Pump / Jockey	Kirloskar Wilo - Mather & Platt KSB Lubi
2.	Diesel Engine	Cummins Greaves Koel
3.	Motor	ABB Bharat Bijlee Kirloskar Siemens
4.	G.I. / M.S. Pipes (IS : 1239 / IS : 3589)	Jindal (Hissar) Surya Parkash Tata Steel
5.	Standard M.S. Fittings	Seamless Fittings Pipeline Products
6.	DI / CI / Forged Steel Fittings	Jainsons Industries VS BM Fittings
7.	C.I. (Class L.A.) Pipes	Electro Steel Calcutta NECO Kesoram Calcutta
8.	RCC Pipe	K K Pranali Pragati
9.	DI MH Cover & Frame	Kartar Pipe and fittings NECO Raj Iron Foundry, Agra
10.	Paints	Asian Paints Berger ICI Shalimar Paints
11.	Double / Single Headed Landing Valve	Newage Safeguard Lifeguard Kalpex
12.	Fire Hose	Newage Safeguard Lifeguard Kalpex

13.	First Aid Hose Reel (LPCB Approved)	Newage Safeguard Lifeguard Kalpex
14.	Branch Pipe	Newage Safeguard Lifeguard Kalpex
15.	Fireman Axe	Newage Safeguard Lifeguard Kalpex
16.	Installation Control Valve	Victaulic Tyco Viking HD
17.	Sprinkler Heads	Victaulic Tyco Viking Reliable
18.	Flexible Drop Connection (UL Listed)	Victaulic Newage Tyco Viking
19.	Fire Extinguishers	Newage Safeguard Lifeguard Kalpex
20.	Water Flow Switch	Honeywell Potter System Sensor Indfoss
21.	Pipe Protection Wrapping	IWL - Pypkote Rustech – Coatek STP
22.	Pipe clamp & supports	Chilly Diamond Walvaren Kanwal Mupro
23.	GM / Forged Brass Valves	Zoloto SKS Sant RB
24.	Sluice Valves	AIP Kirloskar Kalpana

25.	Butterfly Valve	Zoloto Advance Sant SKS
26.	Check Valve – Wafer Type	Zoloto Advance Sant SKS
27.	Check Valve – Dual Plate	Zoloto Advance Sant SKS
28.	Pressure Reducing Valve (Listed)	Tyco Victaulic
29.	Air Release Valve	CIM Sant Honeywell Zoloto
30.	Ball Float Valve	Esseti HBD Zoloto
31.	Y Strainer	Emerald Sant Zoloto SKS
32.	Hose Reel Drum (ISI marked)	Newage Safeguard Lifeguard Kalpex
33.	Siamese breaching connection/Fire service inlet draw out connection	Newage Safeguard Lifeguard Kalpex
34.	Inspector’s test assembly	Victaulic Giacomini Viking
35.	Fire Buckets	Newage Safeguard Lifeguard Kalpex
36.	Mechanical Seal	Burgmann Sealol

37.	Couplings	Lovejoy Dunlop
38.	Pressure Gauge	Fiebig H Guru
39.	Level Controller & Indicator (Water)	Auto Pump Cirrus Engineering Technika Techtrol
40.	Welding Rods	ADOR Esab
41.	Fastner	Fisher Hilti Würth
42.	Fire Sealant	Birla 3 M Hilti Promat
43.	Tamper switch	Honey well Infoss Potter System Sensor
44.	Foot valve	Kirloskar Normex
45.	DI Grooved Fitting & Coupling	Tyco Victaulic Viking VSH Shurjoint
46.	Gas Supperssion System (Novec 123)	SVS Buildwell Lifeguard Newage Mumbai
47.	Anti Vibration Mounting & Flexible Connections	Cori Flexio nics Kanwal Industrial Corporation Resistoflex
48.	Deluge valve	Victaulic Viking TYCO
49.	Water curtain nozzles	Victaulic Viking Tyco
50.	Controlled Pressure Landing valve	Newage

CHECK LIST OF DOCUMENTS TO BE ENCLOSED BY CONTRACTOR IN TECHNICAL BID for “Construction of RCC Building for AMDTF Lab at Lucknow, Uttar Pradesh”.

SL. NO	DESCRIPTION OF PRE-QUALIFICATION CRITERIA	YES ENCLOSED	NO-NOT ENCLOSED
1.	EMD Rs. 10.00 Lakhs		
2.	Latest bank solvency for Rs 300 lakhs not older than 06 months from the date of tender. Or The bidder shall have positive net worth in each of three previous financial years.		
3.	Details of ESI & PF registration.		
4.	Details of similar completed work of RCC Building works each Experience certificate in the last 7 years along with experience certificates. (Estimated Value Rs 746 lakhs)		
	<p>A) 3 similar completed RCC Building works in each work costing not less than the amount equal to 40% of the estimated cost. (Rs 300.00 lakhs OR</p> <p>B) 2 similar completed RCC Building works. in each work costing not less than the amount equal to 50% of the estimated cost. (Rs 375 lakhs OR</p> <p>C) one similar completed RCC Building works in each work costing not less than the amount equal to 80% of the estimated cost. (Rs 600 lakhs</p> <p>PS: -</p> <ol style="list-style-type: none"> 1. Knowledge/experience in building construction works such as schools, colleges, laboratories, classrooms etc is preferable but not mandatory. 2. Experience certificates shall be duly self attested. Proof of relevant experience having successfully completed similar nature of work as a whole (The work shall be completed as a whole. Partial value/partial completion shall not be considered. 3. In case of experience in reputed/ private firm, the same shall be supported with 26AS statement of IT of the relevant period. 4. Copy of work order/acceptance letter/agreement/work progress certificate shall not be acceptable as experience. <p>1) All bidders are requested to read the clauses of Eligibility criteria on pg:4 &5 before enclosing the documents against this check list.</p>		

Employer

57

Contractor

5.	Certificate of Incorporation issued by Registrar of Companies (OR) Certificate of registration by registrar of Firms (OR) GST certificate in case of Proprietary firms (For prior to July'2017 period, related Tax registration e.g VAT etc).		
6.	PAN number/ GIR number issued by I.T authority		
7.	GST number		
8.	Average Annual Turnover during the last 3 years should be atleast Rs 225.00 Lakhs		
9.	RTGS details (Bank details for e-payment)		
10	Unconditional acceptance of all Technical, commercial terms and conditions along with corrigendums if any.		

Declaration by contractor

1. I have seen the site and understood the full scope of work viz Specifications, drawings etc.
2. I have noted the changes (if any) as per pre-bid meeting and understood the scope of work and I agree to enclose pre-bid meeting minutes along with technical bid, failing which AMDTF is empowered to reject or consider as per decision of AMDTF Management. I shall not claim any extra due to self misunderstanding of drawings, specifications etc, whatsoever.
3. I agree to return all the documents along with this offer.
4. Any information provided in the bid if found to be false, AMDTF is empowered to take action against me as per the AMDTF rules in VOGUE.

CONTRACTOR
SIGNATURE AND SEAL

Note:-The tender application and related documents will be assessed to demonstrate convincingly that the applicant possesses the required experience, together with the technical, administrative, and financial capability to perform the Contract and has good performance record in the relevant area. Applicants will not be considered if they have a poor performance record such as: abandoning of works; not properly completing /defaulting contracts, inordinate delays in completing contracts; litigation history, financial failure, etc. AMDTF reserves the right to approach its previous clients for the purpose of this Contract.

Note to Suppliers regarding Invoice and related payment conditions:

1. The GST invoice to be submitted by supplier shall be in accordance with provisions of Sec 31 of CGST Act, 2017 and shall contain all particulars specified in rule 46 of CGST Rules including HSN/SAC codes.
2. Wherever E-invoice is applicable as per provisions of GST Act and notifications issued from time to time, bills will be processed only on submission of E-invoice (in addition to all other relevant documents). If E-invoice is not applicable, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-A.
3. Further to above, if the aggregate turnover of the supplier exceeds threshold limits as notified by Government of India at any future date, then E-invoice shall be applicable and the bidder has to comply with required provisions of GST Law.
4. Supplier need to give declaration whether he is filing GSTR-1 and GSTR-3B on monthly basis or quarterly basis. If supplier is filing /opted for GSTR-1 and GSTR-3B on Quarterly basis, supplier is requested to submit the declaration on letter head signed by Authorized signatory in the attached format at Annexure-B.
5. If the supplier is filing returns on monthly basis, payment will be made only after filing of GSTR-1 and GSTR-3B of the respective month including availability of invoice in GSTR- 2B(It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act).
6. If supplier is filing / opted for GSTR-1 and GSTR-3B on Quarterly basis, only the base amounts will be paid initially and release of GST amounts will be made only after quarterly filing of GSTR-1, GSTR-3B of corresponding months including availability of invoice in GSTR-2B (It is to be noted that the Invoice will appear in GSTR-2B of corresponding month if the supplier files GSTR-1 within due dates mentioned in the Act). After filing of GSTR-1 and GSTR-3B Supplier has to intimate the same to Purchase Department along with copies of GSTR-1 and GSTR-3B for onward intimation to Finance Department.
7. In case AMDTF is unable to avail GST credit within time limit specified under the GST Act due to delay in filing and /or intimation regarding filing of GST returns by supplier or due to any other fault of supplier, corresponding GST amounts will not be paid to supplier.

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for the previous financial year does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder (“GST Law”).

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice, Debit Note and credit note in compliance with the required provisions of GST Law (E-Invoice).

I/Weacting on behalf of (Company name) in the capacity of (designation) and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to beach on our part of this declaration.

LEGAL NAME :
TRADE NAME :
TAX PAYER TYPE :Regular

Thanking you. Yours Truly,

For M/s.....

Authorized Signatory Name:
Designation:
Stamp:

TO BE PRINTED ON LETTER HEAD

To whomsoever, it may concern.

We M/s. having PAN and GSTIN Registration Number hereby confirm that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) was not more than prescribed limit for Quarterly filing and we are anticipating that turnover for the Current Financial year also will be within the prescribed limit. Hence, we opt to file GSTR-1 and GSTR-3B returns on a Quarterly basis for the Financial year 2020-2021(January 2021 onwards). We are hereby agreeing to file GSTR-1 and GSTR-3B on or before due dates as per provisions of GST Act and Rules thereunder. In case we revise option / required to file GSTR-1 and GSTR-3B on monthly basis, same will be intimated immediately and complied with.

Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall file returns compliance with the provisions of GST Act or rules made thereunder.

I/Weacting on behalf of (Company name) in the capacity of (designation)..... and keep it indemnified against any losses, damages (or) costs which it suffers (or) incurs due to breach on our part of this declaration.

LEGAL NAME :

TRADE NAME :

Thanking you.

Yours Truly,
For M/s.....

(Authorized Signatory)

Name:
Designation:
Stamp: