

AMBEDKAR UNIVERSITY DELHI

CONDITIONS FOR CONTRACT OF WORKS



CAMPUS DEVELOPMENT DIVISION

Lothian Road, Kashmere Gate, Delhi-110006

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Ambedkar University Delhi

I.

NOTICE INVITING TENDER

1. Tenders are invited for the work of “Providing overhead cabinets at Karampura Campus of AUD” from tenderers who have carried out one/two/ three ‘similar works’ of minimum 80 % / 50% / 40% value of estimated cost respectively in a single Contract for Central Government, State Government , Semi-Government Organizations or Public Sector Undertakings during the last seven years ending on the last date of the month previous to the date of receipt of tenders for Ambedkar University Delhi (AUD). Tenderers shall have to produce documentary evidence from the appropriate authority which shall be to the satisfaction of AUD of having satisfactorily completed the works of magnitude as stated above at the time of purchase of tender documents. ‘
2. Estimated cost of the work is Rupees 4, 94,400/- (Rs Four Lacs Ninety Four Thousand Four Hundred only) based on market rates. The time allowed for carrying out the work shall be 30 days reckoned from the date of issue of the letter of award/work order.
3. Tender documents may be downloaded from the website www.aud.ac.in from 06/06/2019 to 12/06/2019 and all the downloaded documents shall be submitted to the office of the Director, Campus Development, AUD, Lothian Road, Kashmere Gate, Delhi-110006 from 10.00 am to 3.00 pm on all working days up to 12/06/2019 on payment of Rs. 500/- in demand draft /pay order/banker’s cheque (non refundable) in favor of Registrar, Ambedkar University Delhi.
4. Tenders should be dropped in the tender box in the office of the Director, Campus Development, AUD, Lothian Road, Kashmere Gate, Delhi-110006 up to 3.00 pm on 12/06/2019 in a double sealed cover superscribed with the name of the work, date and time of opening of tender written both on the inner and outer envelopes. Tenders will be opened at 3.30 PM on the same day in presence of the tenderers or their representatives who wish to be present. In case tenders are sent by post these should be sent by registered post / speed post addressed to the Director, Campus Development, AUD, Lothian Road, Kashmere Gate, Delhi-110006. Tenderers should post the tenders well in advance so as to ensure that the tenders reach before the closing time and date.
6. Earnest Money amounting to Rs. 10,000/- .in the form of demand draft /pay order/banker’s cheque/deposit at call receipt drawn in favor of Registrar, Ambedkar University Delhi should accompany the tender. A part of the earnest money is acceptable in the form of a bank guarantee in accordance with the form annexed at Annexure V or fixed deposit receipt pledged in favor of

Registrar, Ambedkar University Delhi. In such cases, fifty percent of the earnest money or Rs. Twenty Lakh, whichever is less, shall be deposited in the shape prescribed above and the balance can be accepted in the form of a bank guarantee or fixed deposit receipt. If the tender of the tenderer who has deposited part of the earnest money as a bank guarantee or fixed deposit receipt which is being considered for acceptance, he shall immediately on receipt of the letter of acceptance extend the validity of these banking instruments to a proper date. Tenders received without earnest money or with insufficient earnest money will be treated as invalid. Earnest money shall be valid for a period of three months.

The Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit fifty percent of the earnest money in case the tenderer makes any modification in the terms and conditions of the tender after submission, which are not acceptable to the Employer, or withdraws the tender before the expiry of the validity period or before the issue of letter of acceptance, whichever is earlier; and forfeit the whole of the earnest money in the case the Contractor fails to submit the performance guarantee within the stipulated period or such extended period as decided by the Employer, or fails to start the work within ten days of the date of commencement of work or five days of the date of handing over of the site whichever is later. Further in case of the forfeiture of earnest money in part or whole, the tenderer shall not be allowed to participate in the retendering process of the work.

7. The Employer does not bind himself to accept the lowest or any of the tenders and reserves the right to reject any or all the tenders without assigning any reason or to accept a part of the tender and the tenderers shall be bound to perform the Contract at the quoted rates. Tenders in which any of the prescribed condition are not fulfilled or any condition, including that of conditional rebate, is put forth by the tenderer, shall be summarily rejected.
8. Canvassing in connection with the tender is prohibited and such tender is liable for rejection.
9. The tenderer shall not be permitted to tender for works in Ambedkar University Delhi if his relative is posted in the grade of Assistant Registrar or above. He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who have relatives as mentioned above.

A person shall be deemed to be a relative of another if they are members of a Hindu Undivided Family, or they are husband and wife or the one is related to the other in the following manner- father, mother (including step mother), son (including step son), son's wife, daughter (including step daughter), father's father, son's son, son's son's wife, son's daughter, son's daughter's husband, daughter's husband, daughter's son, daughter's son's wife, daughter's daughter, daughter's daughter's husband, brother (including step brother), brother's wife, sister (including step sister), sister's husband.

10. Tender submitted shall remain open for acceptance for 60 days from the date of opening of tender. Validity beyond 60 days from the date of opening of tender shall be by mutual consent.
11. The tenderer shall quote rates both in figures and words and shall work out the amount for each item of work in case of item rate tenders and shall quote rates/amounts/percentages in words and figures for other form of tenders. On checking if it is found that there is a difference between the rates quoted in figures and in words or in the amount worked out, the following procedure shall be followed:
- a. When there is a difference between the rate in figures and in words, the rate which corresponds to the amount worked out shall be taken as correct.
 - b. When the amount of an item is not worked out or it does not correspond with the rate written either in figures or in words, the rate quoted in words shall be taken as correct.
 - c. When the rate quoted by the tenderer in figures and in words tallies but the amount does not correspond with the rate, the rate shall be taken as correct.
 - d. When no rate has been quoted for an item, leaving space for quoting rates in figures, words and amount blank, it will be considered that the tenderer has included cost of this item in other items and rate for such item will be considered as zero and work will be required to be executed accordingly
12. Before tendering, the tenderer shall inspect the site to fully acquaint himself with the condition with regard to accessibility of the site, nature and extent of the site, working conditions, conditions with respect to the site and locality including that of stacking of materials installation of plants and equipments, conditions affecting accommodation and movement of labour or any other conditions, etc. for the satisfactory execution of the work.
13. The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the work and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided cover all obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the work.
14. The tenderer shall only write rates in figures and words and amount of item of work and the tenderer shall not write any condition or make any changes, additions, alterations, and modifications in the tender documents. Tender shall not have any covering letter with the tender. Tenderers who wish to offer unconditional rebates may ensure that the same is written, both in figures and words, at an appropriate prominent place.
15. The tenderer whose tender is accepted will be required to furnish a performance guarantee as per Clause 26 of the Agreement in accordance with the form annexed at Annexure III.
16. Only bank instruments of scheduled banks shall be accepted.

17. All blanks in various clauses of the General Condition of Contract have been grouped in this para and are filled in as below:

(a) Clause 2

Specifications to be followed for execution of work- CPWD Manual

(b) Clause 6

The description of materials, issue rate both in figures and words, and place of delivery for the materials proposed to be issued by the Employer – NA

(d) Clause 25

Gross amount of the work done together with net payment/adjustment of advances for materials collected, if any, since last such payment for being eligible for interim payment- 2.5 Lakhs

(e) Clause 26

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

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

(f) Clauses 11, 25, 26 and 28

Whether this Contract is maintenance and operations Contract/ Maintenance Contract / Maintenance work (Write Yes or No in blank space) - No

II. ARTICLES OF AGREEMENT

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

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

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

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

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

1. The Contractor shall upon and subject to the conditions hereinafter contained, execute and complete the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in all respects with the conditions, specifications, designs, drawings and instructions in writing. The time for completion of the work shall be and the date of commencement shall be reckoned from the tenth day of issue of letter of acceptance of the tender.

2. The Employer shall pay to the Contractor such sums as shall become payable at the time and in the manner specified in the said conditions.

3. This Agreement contains the following documents in addition to the articles of Agreement.

- (i) Original Tender documents.
- (ii) Other correspondence leading to the acceptance of tender.
- (iii) Letter of acceptance of tender.

In witness whereof the parties hereto have set their respective hands the day and year herein above written.

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

In the presence of

(1) (2).....

SIGNED BY Contractor

In the presence of

(1) (2).....

III. GENERAL CONDITIONS OF THE CONTRACT

1. INTERPRETATION

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

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

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

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

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

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

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

2. DRAWINGS AND SPECIFICATIONS

- (a) The Contractor shall execute the whole and every part of the work in workmanlike manner as regards materials and otherwise in every respect in accordance with the schedule of quantities, specifications and shall also conform exactly, fully and faithfully to the design, drawings and instructions in respect of the work by the Engineer. The Contractor shall be furnished free of charge one copy of the Contract documents together with specifications, designs, drawings and instructions as are not included in printed publications referred to elsewhere in the Contract. The Contractor shall comply with the provisions of the Contract and execute and maintain the works with care and diligence and shall take full responsibility for adequacy, suitability and safety of all works and methods of construction.
- (b) Except for the items for which particular specifications are given or where it is specifically mentioned otherwise in description of items in the schedule of quantities the work shall be carried out in accordance with specifications specified at Para 17(a) of the Notice Inviting Tender (hereinafter referred as “Prescribed Specifications”). Wherever “Prescribed Specifications” are silent the latest IS codes /specifications’ shall be followed. The Contractor shall keep at his own cost “Prescribed Specifications” and the latest version of IS codes / specifications applicable to the work at site.
- (c) In case of any discrepancy or inadequacy the order of precedence in interpretation shall be as under:
- (i) Description of the items in schedule of quantities.
 - (ii) Drawings if referred in description of the items in schedule of quantities.
 - (iii) General Conditions of Contract and Notice Inviting Tender.
 - (iv) Additional Conditions/Special Conditions/ Other Conditions/ Additional Technical Specifications / Particular Specifications/Any other specifications/conditions attached with the Agreement.
 - (v) Prescribed Specification” referred above.
 - (vi) Latest version of IS codes / specifications.
 - (vii) International codes.
 - (viii) Best engineering practice.
- (d) All drawings shall be properly correlated before executing the work. The drawings and description of item of work in the schedule of quantities shall be properly correlated and in case of any discrepancy between the two the description of the item of work in the schedule of quantities shall prevail unless otherwise given in writing by the Engineer.

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

accident or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the bore wells and shall restore the ground to its original condition after the bore wells are dismantled on completion of the work.

- (d) Subject to availability the Employer may supply electric power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Engineer. If there is any hindrance caused to other works the Contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of electric power consumed by the Contractor shall be payable to the Employer at rates fixed by the Employer, which would be deducted from the running account bills. However the Employer does not guarantee the supply of electric power and no compensation for any failure or short supply of electric power shall be entertained.

4. AUTHORITIES AND NOTICES

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

5. RATES TO INCLUDE ALL TAXES

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

representative of the Employer and further shall furnish such other information and documents as the Employer may require.

- (c) The Contractor shall within a period of thirty days of imposition of any further tax or levy pursuant to the Constitution Forty Sixth Amendment Act 1982, give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.

6. PROVIDING OF MATERIALS

- (a) The Contractor shall, at his own expense, provide all materials, required for works other than those which are stipulated to be supplied by the Employer. All such materials shall be in conformity with specifications laid down or referred to in the Contract. The Contractor shall, if required by the Engineer, furnish proof, to the satisfaction of the Engineer that the materials comply with specifications. The Contractor shall at his own expense and without delay supply to the Engineer samples of material to be used on the work. If required, the Contractor shall forthwith arrange to supply to the Engineer fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Engineer shall be obtained after the test results are received. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- (b) Description of materials, issue rate and place of delivery of the materials specified in para 17(b) of the Notice Inviting Tender shall be issued by the Employer and the Contractor shall procure such materials from the Employer as are from time to time required to be used by him for the purpose of the Contract only and the value of the materials incorporated in the work shall be deducted from any sums due to the Contractor under the Contract. All materials so supplied to the Contractor by the Employer shall remain the property of the Employer and the Contractor shall be the trustee of the materials so supplied and these shall not be removed from the site of the work on any account and shall be at all times open for inspection by the Engineer. The Contractor shall bear all incidental charges for cartage, storage and safe custody of the materials and against damage due to dampness, rain, sun, fire and theft. Any such material unused and in perfectly good condition in the opinion of the Employer on completion of work or termination of the Contract, or earlier shall be returned to the Employer at a place directed by the Engineer at the Contractor's cost and at rates stipulated in Para 17(b) of the Notice Inviting Tender but in case the Employer decides not to take back the materials, the Contractor shall have no claim on

account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.

If for any reason there is delay or non supply of materials as specified in Para 17 (b) of the Notice Inviting Tender, the Contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price between his procurement price and price specified shall be paid to the Contractor.

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

7. TESTING OF MATERIALS

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

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

8. CONTRACTOR'S TECHNICAL STAFF, FOREMEN & WORKMEN

- (a) The Contractor shall give all necessary personal superintendence and employ technical staff and foremen during the execution of the work and with such reduced technical staff and foremen as long thereafter as the Engineer may consider necessary until the expiration of the defects liability period. The number of technical staff, their qualifications and experience, who shall be constantly in attendance of the work while the men are at work has been specified at Para 17 (c) of the Notice Inviting Tender. Any directions, explanations, instructions or notices given by the Engineer to such technical staff or foremen or any other authorized agent shall be held to be given to the Contractor.
- (b) The Contractor shall provide and deploy on site only such technical staff and foremen who are skilled and experienced in their respective fields and who are competent to give proper supervision to the work. The Contractor shall provide and employ skilled, semiskilled and unskilled labor as shall be necessary for proper and timely execution of the work.
- (c) The Engineer shall be at liberty to object to and require the Contractor to remove from the work any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is considered by the Engineer to be undesirable. Such person shall not be employed again at work site without the permission of the Engineer and the person so removed shall be replaced by a competent substitute.
- (d) If the Engineer, whose decision in this respect shall be final and binding on the Contractor, is convinced that technical staff is not effectively appointed as required under clause 8(b) above or is effectively not attending or not fulfilling the provision of this clause, a non-refundable recovery shall be effected from

the Contractor at the rate of Rs Fifteen thousand per month for a graduate engineer (for works above Rs. 5 Lacs) and Rs. Ten thousand per month for a diploma holder (for works upto Rs. 5 Lacs)

9. DISMANTLED MATERIALS:

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

10. ALTERATIONS, SUBSTITUTIONS, DEVIATIONS etc. AND PRICING

(a) The Engineer with the approval of the Employer shall have powers to make any alterations, omissions, additions and substitutions from the original specifications, drawings, designs, and written instructions and such alterations, omissions, additions and substitutions shall not invalidate the Contract and any altered, additional or substituted item of work which the Contractor may be directed to do as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the main work. The rates for such altered, additional or substituted item of work under this clause shall be worked out in accordance with the following provisions in their respective order:

(i) If the rates for the altered, additional, or substituted item of work are specified in the Contract for the work, the Contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the Contract for the work.

(ii) If the rates for the altered, additional, or substituted item of work are not specifically provided in the Contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.

(iii) If the rates for the altered, additional, or substituted item of work cannot be determined in the manner specified in sub-clauses (i) and (ii) above, and in case of items for which the quantity executed exceeds the deviation limits which for building and services work shall be 30% and maintenance works 50%, the Engineer will determine the rates after taking into consideration the rate analysis submitted by the Contractor based on market rates after adding fifteen percent Contractor's profit and overheads except in case of the materials supplied by Employer for which Contractors profit and overheads shall be two and a half percent. The Contractor shall submit the rate analysis of the altered/additional/substituted item of work before the start of such work.

- (b) Under no circumstances, shall the Contractor suspend the work on the plea of non-settlement of rates of items falling under this clause.

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

- (a) If it shall appear to the Employer or Engineer or other officers of the Employer's organization or officers of any organization engaged by the Employer for quality assurance or officers of the Chief Technical Examiner's Organization that materials brought to the site are not in accordance with the specifications or any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided for the execution of the work are unsound or of a quality inferior to that Contracted for or otherwise not in accordance with the Contract, or if any defects, shrinkage or other faults which may have appeared during the period of execution of work or further within the defects liability period which shall be twelve months except the provision in sub-clause (c) mentioned below from the date of completion, the Contractor shall on demand in writing which shall be made during the period of execution of work or until expiration of the defect liability period from the Engineer specifying the work, materials, articles, defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with other materials or articles as the case may be at the risk and cost of the Contractor. Provided always that nothing in this clause shall relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and conditions of the Contract, or from his liability to make good all defects.
- (b) In lieu of rectifying the work not done in accordance with the Contract, the Employer may allow such work to remain and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- (c) Provided that the provision of defects liability period in term of sub-clause (a) shall not be applicable in case of maintenance and operations Contracts /maintenance Contracts / maintenance works (refer Para 17(f) of Notice Inviting Tender).

12. WORKS TO BE OPEN FOR INSPECTION

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

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

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

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

- (a) The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards, speed limit boards, red flags, red lights and provide barriers and shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

- (b) The Contractor shall be responsible for all injury to persons, animals or things, and for all damages, whether such injuries or damages arise from carelessness or accident. This clause shall be held to include inter-alia any damage to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths or bridges. The Contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injuries or damages as aforesaid and also in respect of any award of compensation or damages consequent upon such claim including legal costs.
- (c) The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the work complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (d) The Contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this Contract by an employee or representative of an employee of the Contractor or any subContractors employed by him for any injury to or loss of life of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- (e) The Contractor shall indemnify the Employer against all claims which may be made upon the Employer for acts during execution of the Contract by the Central Government or the State Government or any statutory authorities for non-compliance of any laws or regulations in respect of labour and apprentices directly or indirectly employed in the work under the Contract.
- (f) The Contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Employer.
- (g) The Employer shall be at liberty to deduct the amount of any damages, compensation costs, charges and expenses arising in respect of any such claim as aforesaid from any sums due or to become due to the Contractor or the security deposit.

15. WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

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

16. AUDIT AND TECHNICAL EXAMINATION

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

17. INCASE OF DEATH OF CONTRACTOR

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

18. FACILITIES TO OTHER CONTRACTORS

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

19. COMPLIANCE TO LABOUR LAWS AND APPRENTICE ACT

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

20. COMPENSATION FOR DELAY

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

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

21. DAMAGE TO WORKS IN CONSEQUENCE OF NATURAL CAUSES OR HOSTILITIES OR WAR-LIKE OPERATIONS

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

22. EXTENSION OF TIME

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

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

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

23. WHEN CONTRACT CAN BE DETERMINED

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

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

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

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

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

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

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

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

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

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

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

(a) To determine the Contract as aforesaid of which termination notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination, the earnest money deposit, security deposit already recovered and performance guarantee under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

(b) After giving notice to the Contractor to measure up the work of the Contractor and to take over unexecuted work out of his hand for its completion, the Contractor, whose Contract is determined, shall not be allowed to participate in the tendering process for the balance work.

(c) In the event of above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work

thereof or actually performed under this Contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

24. SECURED ADVANCE AND MOBILIZATION ADVANCE

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

25. CERTIFICATES AND PAYMENTS

- (a) All measurements shall be taken jointly by the Engineer or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed by the Engineer and the Contractor or their representatives in token of its acceptance. If the Contractor objects to any measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended, the Engineer shall not entertain any claim from the Contractor for any loss or damage on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing of three days or fails to countersign or to record objection within a week from the date of the measurements, then such measurements recorded in his absence by the Engineer or his representative shall be deemed to have been accepted by the Contractor.

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

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

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

- (b) No payments shall be made for a work of tendered cost of Rs One Lakh or less till the whole of the work shall have been completed and a certificate of completion given. But in the case of a work of tendered cost of more than Rs One Lakh, the Contractor shall, on submitting of the bill be entitled to receive monthly payment provided the gross amount together with net payment/adjustment of advance for materials collected, if any, since the last payment is not less than the amount specified at Para 17 (d) of Notice Inviting Tender. The certificate of the Engineer, to the sum payable, shall be final and conclusive against the Contractor. The Contractor shall submit bills on the printed bill form, obtainable from the Engineer, for the work done on the basis of measurements recorded as per sub clause (a) above. If the Contractor doesn't submit the bill within the time fixed as aforesaid, the Engineer may cause action to prepare the bill from such measurements. All such intermediate payments shall be

regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer and Engineer under any of the conditions as to the final settlement and adjustment of the accounts or in any other way vary or affect the Contract.

- (c) The rates in the bills shall always be entered at the rates specified in the Agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the Agreement at the rates determined as per Clause 10. However in case of partially executed items of work, the Engineer at his discretion may allow part rates for such items of work whose decision or the rates so payable shall be final and conclusive.
- (d) In the case of maintenance and operations Contract (refer Para 17 (f) of the Notice Inviting Tender), the running payments based on detailed measurements shall be made quarterly and intermediate monthly payments during the quarter shall be paid at the rates worked out on the basis of seventy five percent of the payment based on detailed measurements.
- (e) In the case of likely delay in recording detailed measurements for making running payments, advance payment worked out at seventy five percent of the tendered rates for assessed quantities of work done on the basis of a certificate from the Engineer may be made by the Employer on receipt of an application from the Contractor. The advance payments so allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof.
- (f) Advance payment not exceeding eighty percent of the net amount of the running bill under check in accounts may be made to Contractor against running account bill, on receipt of an application from the Contractor and on giving an undertaking by the Contractor to the effect that should the amount of advance paid to him is subsequently found to be more than the amount of the running account bill in respect of which the advance was paid, the amount overpaid will be refunded by contractor to Employer forthwith. The amount of advance shall be adjusted when payment of the running account bill is made, but no advance payment will be admissible in cases where the amount of advance payable works out to less than Rs. Twenty Thousand.
- (g) The final bill on the basis of detailed measurements shall be submitted by the Contractor within two months of the certificate of completion furnished by the Employer and payment shall be made within

three months if the value of the completed work is up to Rs. Ten Lakh and within six months if the same exceeds Rs. Ten Lakh of the submission of such bill. If there shall be any dispute about any items of the work then the undisputed items only shall be paid within the said period of three months or six months as the case may be.

- (h) Deduction at source from the running/final bills of the contractor in respect of income tax, works contract/sales tax and any other taxes shall be made by the employer as applicable from time to time.

26. PERFORMANCE GAURANTEE AND SECURITY DEPOSIT

- (a) The Contractor shall submit an irrevocable performance guarantee of five percent of the tendered amount in addition to other deposits mentioned elsewhere in the Agreement for his proper performance of the Contract within the period specified in the letter of acceptance. This period can be further extended by the Employer on written request of the Contractor stating the reasons for delay in procuring the performance guarantee to the satisfaction of the Employer. This guarantee shall be in the form of cash in case the guarantee amount is less than Rs. Ten Thousand, deposit at call receipt/ banker's cheque /demand draft /pay order/fixed deposit receipts in case the guarantee amount is less than Rs. One Lakh and deposit at call receipt/ banker's cheque /demand draft/pay order/ fixed deposit receipts/bank guarantee in accordance with the form annexed at Annexure III in case the guarantee amount is Rs One Lakh or more.
- (b) The performance guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets extended, the Contractor shall get the validity of the performance guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the Employer the performance guarantee shall be returned/refunded to the Contractor without any interest.
- (c) The Employer shall not make a claim under the performance guarantee except for amounts to which the Employer is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of (i) failure by the Contractor to extend the validity of the performance guarantee as described hereinabove, in which event the Employer may claim the full amount of the performance guarantee and (ii) failure by the Contractor to pay Employer any amount due, either as agreed by the Contractor or determined under any of the clauses/conditions of the Agreement, within thirty days of the service of notice to this effect by Employer.

- (d) Contractor shall permit Employer at the time of making any payment to him for work done under the Contract to deduct a sum at the rate of five percent of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of five percent of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by Employer by way of security deposit unless the Contractor has deposited the amount of security deposit at the rate mentioned above in cash or in the form of fixed deposit receipts or in the form of bank guarantee. The security deposit of the Contractor shall be held by the Employer until twelve months (six months in the case of works costing Rs Ten Lakh and below) after the date of completion of work or till the final bill has been prepared and passed whichever is later.
- (e) In case the final bill is not settled within twelve months (six months in the case of works costing Rs Ten Lakh and below) and the Employer is satisfied that the security deposit is not required for adjustment of Employer's dues or whatsoever dues either in this or any other Contract then this security deposit either in full or in part could be refunded at the discretion of the Employer. In case of maintenance and operations Contracts/ maintenance Contracts/maintenance works (refer Para 17 (f) of the Notice Inviting Tender), the security deposit shall be held until the date of payment of final bill or one month from the date of completion of the work whichever is later.
- (f) The security deposit as deducted above on request from the Contractor can be released against fixed deposit receipt on accumulation to a minimum amount of Rs One Lakh subject to the condition that amount of such fixed deposit receipts except the last one, shall not be less than Rs One Lakh and can be released against bank guarantee in accordance with the form annexed at Annexure IV, on its accumulation to a minimum of Rs. Five Lakh subject to the condition that the amount of such bank guarantee, except the last one, shall not be less than Rs. Five Lakh provided further that the validity of the fixed deposit receipt or bank guarantee including the one given against the earnest money shall be in conformity with the above provisions.
- (g) In case a fixed deposit receipt/bank guarantee is furnished by the Contractor to the Employer as part of the performance guarantee/security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt/bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional amount to the Employer to make good the deficit of such sum.

All compensations or the other sums of money payable by the Contractor under the terms of this Contract may be deducted from the security deposit or from the interest arising thereon or from any

sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of the security deposit being reduced by reason of any such deductions aforesaid, the Contractor shall within ten days make good in cash or other bank instruments.

- (h) The authority in whose favor the various bank instruments are to be drawn or pledged is specified at Para 17 (e) of the Notice Inviting Tender.

27. COMPLETION CERTIFICATE

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

28. VARIATION IN CONTRACT VALUE DUE TO CHANGE IN PRICES

- (a) If the prices of materials not being supplied by the Employer and of labour required for execution of the work increase or decrease, the Contract value shall be varied for such increase or decrease as per details given below subject to that these provisions shall be only for the work done during the stipulated period of the Contract including such period for which the Contract is validly extended under the provisions of Clause 22 of Contract without levy of compensation under clause 20 of Contract and also subject to the condition that no such variation in Contract value shall be made for work for which the stipulated period of completion is eighteen months or less provided further that these provisions shall not be applicable to maintenance and operations Contract/maintenance Contracts/maintenance works (refer Para 17 (f) of the Notice Inviting Tender)

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

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

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

Variation in Contract value for component of materials

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

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

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

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

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

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

Variation in Contract value for component of labour

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

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

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

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

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

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

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

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

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

29. ARBITRATION

- (a) Except where otherwise provided in the Contract all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or

abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Vice Chancellor, Ambedkar University Delhi or if there is no Vice Chancellor of Ambedkar University Delhi, the administrative head of the Ambedkar University Delhi at the time of such appointment who shall appoint the Arbitrator within thirty days of the receipt of request by either party. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason, the Vice Chancellor, Ambedkar University Delhi or Administrative head as aforesaid at the time of such inability or unwillingness to act shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The Cost of arbitration shall be borne equally by both the parties.

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

1. CONDITIONS FOR PROCUREMENT AND USE OF CEMENT

- (a) Ordinary portland cement of 33 grade (conforming to IS:269-1989) or 43 grade (conforming to IS:8112-1989), as required in the work, shall be procured from reputed manufacturers of cement, having a production capacity of not less than one million MT per annum like ACC, L & T, JP, Rewa, Vikram, Shri Cement, Birla Jute, CCI , Ambuja, UltraTech etc., as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product and whose name shall be got approved from the Engineer. Supply of cement shall be taken in 50 Kg bags bearing the manufacturer's name and ISI marking,
- (b) Cement shall be brought at site in consignments of 50 MT or such size of consignments as decided by the Engineer. Cement godown which shall have double lock provisions and of storage capacity as per decision of the Engineer shall be constructed by the Contractor at site of work at his own cost. Key of one lock shall remain with the Engineer or his authorized representative and key of other lock shall remain with the Contractor. The Contractor shall be responsible for security of the cement godown and shall facilitate the inspection of the cement godown by the Engineer at any time.
- (c) Receipt and consumption of cement on work shall be regulated and proper accounts maintained. Theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 6 of the General Conditions of the Agreement. Cement brought at site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer.

2. CONDITIONS FOR PROCUREMENT AND USE OF STEEL REINFORCEMENT BARS

- (a) The Contractor shall procure steel reinforcement bars conforming to relevant BIS codes produced by the main producer or secondary producers who have valid BIS licenses, each consignment being 10 MT or as decided by the Engineer. The Contractor shall furnish test certificates to the Engineer in respect of all supplies of steel reinforcement bars brought at the site of work.
- (b) Receipt and consumption of steel on work shall be regulated and proper accounts maintained. Theoretical consumption of steel shall be worked out as per procedure in Clause 6 of the General Conditions of the Agreement.

(c) Steel brought at site and steel remaining unused shall not be removed from site without the written permission of the Engineer.

3. HINDRANCE REGISTER

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

Annexure I

Indenture for Secured Advances

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

.....Address.....

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

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

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

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

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

1. That the material detailed in the running account bill which have been offered and all other materials that shall be offered (hereinafter called the said material) and have been accepted or shall be accepted by the Employer as security shall be absolutely the Contractor's property and free from encumbrances and the Contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid or shall be made to him later. The said materials shall be used by the Contractor solely in the execution of the work in the terms of the said Agreement and shall not on any account be removed from the site of work without written permission of the Employer.

2. That the Contractor shall make at his own cost all arrangements for the proper security, safe custody and protection of the said materials and that until used in construction, the said materials shall remain at the site of work in the Contractor's custody and shall at all times be open to inspection by the Employer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the Contractor shall forthwith replace the same with other materials of like quality or repair and make well the same as required by the Employer.
3. That the Employer will be at liberty to make recovery from the Contractor's running account bills deducting therefrom the value of the said materials then actually used in construction at the rates at which amounts of advances have been made.
4. That in the case of determination of Contract the total amount of outstanding advance shall immediately on demand from the Employer be paid by the Contractor to the Employer provided further that if the outstanding advance is not paid by the time stipulated in the demand notice, the Employer may at any time thereafter adopt all or any of the following courses -
 - (a) Seize and utilize the said materials or any part thereof in the completion of the work and debiting the Contractor with the actual cost of effecting such completion plus fifteen percent to account for Contractor's profit and overheads the amount due in respect of advance under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said Agreement. If the balance is against the Contractor, he shall pay the same to the Employer on demand.
 - (b) Seize and sell by public auction the said materials or any part thereof and out of the moneys arising from the sale, retain all the sums payable to the Employer and pay the surplus, if any, to Contractor.
 - (c) Deduct all or any part of the money owing out of any sum due to the Contractor under the said Agreement.
5. That in the event of any conflict between the provisions of these presents and the said Agreement, the former shall prevail and all disputes or differences arising over the effects of these presents shall be settled as per provisions in the said Agreement.

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

SIGNED BY the Contractor

In the presence of

(1) (2).....

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

In the presence of

(1) (2).....

Annexure II

Form for Bank Guarantee for Mobilization Advance

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

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

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

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

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

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

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

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

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

Annexure III

Form of Bank Guarantee for Performance Guarantee

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

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

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

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

Agreement have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.

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

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

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

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

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

Annexure IV

Form for Bank Guarantee towards Security Deposit

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

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

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

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

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

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

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

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

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

Annexure V

Form of Bank Guarantee for Earnest Money

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

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

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

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

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

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

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

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

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

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

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