

National Law University, Delhi

Sector-14, Dwarka, New Delhi – 110078

N.I.T. No.: 02/2024 – 25

Name of Work: A/R and M/O – Misc. Repairing Works at NLU, Delhi at Sector-14, Dwarka, New Delhi.

ESTIMATED COST

PUT TO TENDER : 4,56,640.00

EARNEST MONEY: 9,133.00

TIME ALLOWED : 20 Days

This N.I.T. is approved for Rs.4,56,640.00 (Rupees Four Lakh Fifty Six Thousand Six Hundred Forty Only)

**The Registrar
National Law University, Delhi**

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NOTICE INVITING TENDERS

The Registrar, National Law University, Delhi invites **Percentage Rate Tender** from the eligible and enlisted contractors of appropriate class of CPWD, MES, Railways and other experienced contractors who satisfy the criteria of execution of similar works i.e. 3 no. works each of value not less than 40% of estimated cost put to Tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. work of value not less than 80% of the estimated cost put to tender in the last 7 years ending previous month.

S.No.	N.I.T No.	Name of Work & Location	Estimated Cost put to Tender	Earnest Money	Period of Completion	Last date and time of submission of Tender	Last date and time of Opening of Tender
1	01	A/R and M/O - Misc. Repairing Works at NLU, Delhi at Sector-14, Dwarka, New Delhi	Rs.4,56,640.00	Rs. 9,133.00	20 Days	25.06.2024 1:00 pm	25.06.2024 3:00 pm

Interested bidders may download the tender from www.nludelhi.ac.in and e-procurement www.delhigovtprocurement.com on free of cost.

The Tender Box is available at the main reception of the University, where Tenders are to be submitted.

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CHECK LIST FOR BIDDERS FOR SUBMISSION OF BIDS

1. The bidder should read all the instructions, items & conditions, contract clauses, nomenclature of items, specifications etc., contained in the bid document very carefully, before quoting the rates.
2. The bidder should also read the General Conditions of Contract for CPWD works 2014, published by DG (W), CPWD, Nirman Bhawan, New Delhi which will be a part of the Agreement with up to date amendments upto the date of receipt of tenders.
3. Rates must be filled both in words and figures. Amount should be worked out for all the items.
4. The bidder shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions etc. and nothing extra shall be payable unless otherwise specified.
5. The bidder shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and fro between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers at project site. Any decision in this regard shall rest with the Consultant (Technical) and the contractor shall have no claim on this account.
6. The bidder shall quote his rebate if required, mentioning specifically on what component it is applicable otherwise it shall be considered general rebate on total quoted rates.
7. The work required to be executed in occupied block. The bidder shall take precaution to ensure quality of workmanship as well as the progress of the work. He shall regulate the labour accordingly.
8. The bidder shall make arrangement for disposal of dismantle materials from upper floors which are environment friendly.
9. **C.P.W.D Contractor's Labour Regulations:**

Payment of Wages (as per DG, CPWD OM no. DG/SE/CM/CON/283 dated 05.05.2015)

- I. Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- II. The contractor shall obtain from the Consultant (Technical) or any other authorized representative of the University as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form:-

“Certified that the amount shown in column No.....has been paid to the workman concerned through bank account of labour on.....at.....”

10.Modifications as per DG, CPWD OM no. DG/SE/CM/CON/285 dated 21/06/2015:-

- a) The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and program chart(time and progress) within the period specified in schedule ‘F’.
- b) As per recently introduced clause 7A, no running account bill shall be paid for the work till the applicable labour license, registration with EPFO, ESIC and BOCW welfare board whatever applicable are submitted by the contractor to the Engineer-in- charge/ Consultant Technical.
- c) The contractor shall also comply with provision of the interstate migrant workman (regulation of employment) and condition of service at 1979.

CPWD-6

Item Rate bids are invited on behalf of the NLUD from the eligible and enlisted contractor of appropriate class of CPWD, MES, Railways and other experienced contractor who satisfy the criteria of execution of similar i.e.3 no. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1no. Work of value not less than 80% of the estimated cost put to tender during the last 7 years ending previous month.

Similar work means “Building work”.

1. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 print edition 2014 (or other Standard Form as mentioned) with upto date amendments, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. The time allowed for carrying out the work will be **20 Days** from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
3. The site for the work is available.
4. Earnest money in the form of Demand Draft or Pay order or Banker’s Cheque (drawn in favour of “The Registrar, National Law University, Delhi”) must be deposited in the University in a separate envelope. Certified copies of enlistment order, certificate of work experience issued from the Executive Engineer or equivalent officer and other documents as specified in the tender shall be enclosed with the tender submission in a separate envelope.

Bid documents submitted by intending bidders shall be opened only of those bidders, **who has deposited EMD** and other documents submitted, are found in order.

5. The bid submitted shall become invalid if:
 1. The bidder is found ineligible.
 2. **The bidder does not deposit original EMD**
 3. The bidder does not enclose all the documents (including GST registration and copy of pancard) as stipulated in the bid documents.
 4. If any discrepancy is noticed in the submitted documents by the lowest bidder.

5. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/ below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
6. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank.

In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board **including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractors for the said work** and Programme chart (time and progress) within the period specified in Schedule F.

7. **The Description of work is as follows: - A/R and M/O – Misc. Repairing Works at NLU, Delhi at Sector-14, Dwarka, New Delhi.** Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders.
8. The Registrar NLUD does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. The competent authority reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. No. Engineer of Gazette rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing.
11. The bid for the works shall remain open for acceptance for a period of **Fifteen Days (15)** from the date of opening of bids. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is

earlier, or makes any modifications in the terms and conditions tender which are not acceptable to the department, then the NLUD shall, without prejudice to any other right or remedy, be at liberty to **forfeit 50%** of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

12. This Notice inviting bid shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b. Standard **C.P.W.D Form** 7 (or other Standard C.P.W.D. Form as applicable)

**The Registrar
National Law University, Delhi**

List of Documents to be attached with the bid submission in a separate envelope:

- i. Treasury Challan/Demand Draft/Pay order or Banker's Cheque against EMD.
- ii. Enlistment of the contractor or experience certificate issued by Executive Engineer or equivalent officer.
- iii. Certificate of Registration GST and Income Tax PAN CARD.
- iv. Certificate by the agency that "I have inspected the site and rates are quoted accordingly".

Note: No cutting/over writing shall be allowed in Treasury Challan/Demand, Draft/Pay order of Banker's Cheque of any scheduled Bank. If found so, their bid will be rejected.

**The Registrar
National Law University, Delhi**

National Law University, Delhi
Sector-14 Dwarka, New Delhi – 110078

Percentage Rate Tender & Contract for Civil / Electrical Works (Form CPWD – 7)

Tender for the work of:- **A/R and M/O – Misc. Repairing Works at NLU, Delhi at Sector-14, Dwarka, New Delhi**

(i) Tenders to be submitted at the reception of the University.

(ii) To be opened on **25.06.2024 At 03:00 PM in the National Law University, Delhi.**

(TENDER)

I/We have read and examined the notice inviting tender, schedule, F. Specifications applicable. Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the Registrar of NLU Delhi within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Fifteen (15) days** from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of **9,133.00 is here by forwarded in** the form of demand draft/Banker's Cheque of a Scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said competent authority's office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that competent authority's office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance guarantee shall be guarantee to execute all the works referred to in the tenderer documents upon the term and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provisions contained in clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated.....

Signature of Contractor
Postal Address
.....
.....

Witness: #

Address: #

Occupation: #

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the University for a sum of Rs. *(Rupees*)

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

i) *

ii) *

iii) For & on behalf of the University.

Signature.....

Designation: **Registrar**

National Law University, Delhi

Dated *.....

To be filled by the contractor

SCHEDULES FOR CIVIL WORKS

***SCHEDULE 'A'**

Schedule of quantities (Enclosed)

Pages : 40 – 41

***SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the	Place
			Material will be charged to the contractor	
	Issue			
1	2	3	4	5

Nil

(Material required for the work shall be arranged by the Contractor)

**The Registrar
National Law University, Delhi**

***SCHEDULE 'C'**

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
<i>Nil (shall be arranged by the Contractor)</i>			

***SCHEDULE 'D'**

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

1. General Condition and Specifications.

***SCHEDULE 'E'**

1. Reference to General Conditions of Contract: **General Conditions of Contract for CPWD Works 2014 with amendments upto date of receipt of tender shall be read with NIT.**

Name of work: **A/R and M/O – Misc. Repairing Works at NLU, Delhi at Sector-14, Dwarka, New Delhi**

Estimated cost of work : **Rs.4,56,640.00**
(i) Earnest money : **Rs.9,133.00 (To be returned after receiving performance guarantee)**
(ii) Performance guarantee : **5% of tendered Value.**
(iii) Security Deposit: : **2.5% of tendered Value**

***SCHEDULE 'F'**

General Rules & Directions:

Officer inviting tender

**The Registrar,
National Law University, Delhi**

Definitions:

2(v) Engineer-in-Charge : Consultant Technical/Assistant Engineer
2(viii) Accepting Authority : Vice-Chancellor / Registrar,
2(xi) Standard schedule of Rates: Delhi Schedules of rate 2018 with upto date correction slips
2(xii) Department : National Law University, Delhi

Clause 1

- i) Time allowed for submission of Performance Guarantee, 3 Days
Programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof, including Provident Fund code number if applicable from the date of issue of letter of acceptance, in days
ii) Maximum allowable extension with late fee@ 0.1% per day of 2 Days
performance guarantee amount beyond the period provided in (i) above.

Clause 2

Authority for fixing : The Registrar,
compensation under clause 2 : National Law University, Delhi,

Whether Clause 2A shall be applicable : No

Clause 5

Number of days from the date of issue : 3rd day or actual date of PG
of letter of acceptance for reckoning date : deposit with late fee
of start.

Table of Milestones : --As per Table given below

S.No.	Description of Milestone (Financial)	Time Allowed in days (from date of start)	Amount to be withheld in case of non achievement of Milestone
1	NIL	NIL	NIL

Time allowed for execution of work 60 Days

Authority to give fair and reasonable extension of time for completion of work.

- | | |
|---------------------------------|----------------------|
| 1. Without levy of compensation | Consultant Technical |
| 2. With levy of compensation | The Registrar |

Clause 6, 6A

Clause applicable

Clause 6 A

Clause 7A

Whether clause 7A shall be applicable

Yes

Clause 10 A

List of testing equipment to be provided by the contractor at site lab.
As per list enclosed.

Clause 10 B(ii)

Whether Clause 10 B(ii) shall be applicable:

No

Clause 10 C

Component of labour expressed as percentage of total value of work

NA

Clause 10CA -

NA

Clause 10CC-

NA

Schedule of component of other Materials, Labour, POL etc. for price escalation

NA

Specifications to be followed for execution of work

CPWD specification 2009, Volume-I & Volume-II with correction slips issued upto date of receipt of tender

Clause 12

Type of work:- Maintenance work

12.2 & 12.3 Deviation limit beyond which clause 12.2. & 12.3 shall 100%*

12.5	apply for building work (i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except earth work). (ii) Deviation limit for items in earth work subhead of DSR or related items.	50%* 100%
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*These limits can be extended with mutual consent of both parties.

Clause 16

Competent Authority for deciding reduced rates .

The Registrar, NLUJ; upto 5% of the contract value.

Clause 18

Nil

Clause 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Vice-Chancellor

CLAUSE 31:- Water to be arranged by contractor

(Water supply to be arranged by contractor and if water is supplied by department then 1% water charges shall be deducted from gross amount of bill)

CLAUSE 36 (i): -

NA

Clause 42

1)

- a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with uptodate correction slips.

II) Variations Permissible On Theoretical Quantities

- a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs 3% plus/minus.
- for works with estimated cost put to tender more than Rs. 5 lakhs 2 % plus/minus.
- b) Bitumen for all works 2.5% plus only & nil on minus side.
- c) Steel Reinforcement and structural steel sections for each diameter, section and category. 2% plus/minus
- d) All other materials Nil.

GENERAL CONDITIONS AND SPECIFICATIONS

1. In case there is any discrepancy between English Version and corresponding Hindi version, if provided, then the provisions in English Version will prevail.
2. Wherever any reference to any Indian Standard Specifications/ International standard occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
3. Samples for particular items of work shall be prepared, where so specifically desired by Engineer-in- charge, for prior approval of the Consultant (Technical), before taking up the same on mass scale and nothing shall be payable on this account.
4. Wherever desired by Consultant (Technical), the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in- charge & this sample unit shall be got approved from the Consultant (Technical) before mass construction is taken up .No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account .
5. The contractor shall take instructions from the Consultant (Technical) for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls or any other structure are to be constructed.
6. If as per municipal rules, or due to any other restrictions, the huts for labourers are not to be erected at the site of work by the contractors, then the contractors shall provide such accommodation at such locations as are acceptable to local bodies, or contractor shall make his own alternative arrangement for stay of labourers outside the site of work, for which nothing extra shall be payable.
7. If ISI marked products are available, the contractor shall use only ISI marked products with the approval of Consultant (Technical). In other cases, the materials shall conform to CPWD specifications. In case a materials/product is neither covered by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in such case, the decisions of the Consultant (Technical) shall be final & binding. In such cases Consultant (Technical) shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used, unless otherwise specified. All materials not bearing ISI mark shall be tested as per relevant ISI specifications. The Consultant (Technical) may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials, proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Consultant (Technical).
8. Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.

- 9.** Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc., for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to other such agencies without any claim on this account.
- 10.** Any cement slurry, required to be added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
- 11.** Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Consultant (Technical). Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
- 12.** No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 13.**

 - a. The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Consultant (Technical) and nothing extra will be paid on this account.
 - b. The work of water supply, internal sanitary installations and the drainage work etc may required to be carried out as per local Municipal Corporation or such local body-Bylaws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.
- 14.** The contractor shall give a performance test of the entire installation(s), as per standing specifications, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test .
- 15.** Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor at his own cost .
- 16.** Dismantling of cement concrete floors inside the quarters shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to the supporting RCC members.

- 17.** The corrected form CPWD-7/8 is available in office for inspection. The contractors are requested to go through the same. They will be bound by the terms and conditions stated therein.
- 18.** The order of preference in case of any discrepancy as indicated in condition no 8.1 under “Conditions of Contract” given in General conditions of contract for Central P.W.D. works 2014 form may be read as the following:
- i. Description of item Nomenclature in the schedule of quantities.
 - ii. Particular specifications for Repair and Rehabilitation works (if applicable)
 - iii. Particular specifications.
 - iv. Additional and Special conditions.
 - v. Contract Clauses of General conditions of contract for Central P.W.D. works.
 - vi. MORTH specifications for Road & Bridge works with correction slips upto date of receipt of tender.
 - vii. CPWD specifications as mentioned in Schedule ‘F’.
 - viii. Architectural Drawings, if any.
 - ix. Indian Standard Specifications
 - x. Sound Engineering Practice
- 19.** The words “Equivalent”, “Approval” and authorized” in these specifications shall imply and require written approval of the Consultant (Technical).
- 20.** The rates shall include the following:-
- a) All necessary materials, bolts, nuts, fasteners, nails, screws, rawl plugs, etc. as may be necessary to complete the work detailed in the specifications, whether or not specifically mentioned. The tenderer should ensure that he has studied the drawings carefully and should seek any clarifications he may have from the Consultant (Technical) of the work. No extra claims will be entertained later on.
 - b) Cutting, making and repairing of any holes/opening Junction Box for electrical purpose etc. required for any light fittings, loudspeakers, air- conditioning grills etc.
- 21.** The Registrar has got the right to accept or reject the tender as whole or part of it and no claims what so ever will be entertained on this account.
- 22.** No payment will be made to the contractor for damages caused by rains during execution of the works and no claim on this account will be entertained.
- 23.** The dismantling wherever required shall be done in a manner so that no other portion of the building or its fixtures are damaged. If any damages are done to the building it will be made good by the contractor at his own cost and no claim what so ever will be entertained on this account.
- 24.** The rates for all items of work shall (Unless clearly specified) include the cost of all labour, material taxes (i/c GST) and other aspects involved in the execution of work. The rate shall include GST, if any.
- 25.** The contractor shall make his own arrangement for getting the permission (to ply the trucks) from the traffic police.

26. The contractors are advised to get acquainted with the proposed work and its site and also study the specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
27. All dismantled materials/ Building rubbish/ Malba and other such material received and collected by the contractor during the course of execution of work will be removed from the site of work immediately as directed by the Engineer- in-Charge.
28. **GST @ 2%, 1% water charges if water not arranged by contractor, Income tax plus surcharge and Labour Cess as applicable shall be recovered from the gross amount of each Bill.**
29. **Tender with contradictory conditions/ Rebate will be rejected straight away.**
30. The materials shall be issued to the contractor for day to day work, according to the numbers of men employed by him. The unused materials should be returned by him at the end of the day work along with the empty containers etc. The empty containers shall be preserved till the completion of the work and the clearance to remove them is given by the Consultant (Technical) in writing.
31. The sub-standard work shall be rejected outright and shall not be measured and nothing extra shall be paid for it. The decision of the Consultant (Technical) shall be final and binding in this regard.
32. In case material consumed is less than the permissible variation then the work beyond theoretical consumption i/c variation shall be treated as substandard and quantity for payment purpose will be restricted to as per material actually consumed.
33. The material such as paints, varnish distempers, water proofing cement paint and primers etc. as required shall be of approved brand and manufactures, and of required shade and confirming (in all respects) to the relevant I.S. specifications.
34. Scrapping shall be got checked from in charge of the work before carrying out finishing work over it.
35. **No labour huts shall be allowed inside the campus of above said work. The contractor shall arrange for the stay of labour outside the campus including transport and nothing extra shall be payable on the account.**
36. The work if required to be executed in odd hours, the agency shall plan the work to be carried out accordingly. Nothing extra shall be paid on this account.
37. There may be some restrictions on free movement of labourers at site and restriction of working hours and the agency shall consider this fact while quoting the rates and executing the work. Photo passes if any required for worker shall be the responsibility of the contractor.

- 38.** Existing drains, pipes, cables, overheads wires, sewer lines and water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his expenses. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 39.** Malba/building rubbish etc. received from work shall be removed to designated site [fixed by Consultant (Technical)] within the time frame decided by the Engineer-in-charge, otherwise a penalty of Rs. 1500/- shall be imposed on the contractor for each default.
- 40.** Before dismantling the structure / item the contractor shall bring the entire material required for particular job at site after getting the sample approved from the Consultant (Technical).
- 41.** Before starting the work the contractor shall chalk out a programme in consultation with the Consultant (Technical) so as to inform the occupants in advance. The contractor shall have to adhere this programme, failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programme drawn up, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange / employ adequate labour and stick to the programme, the Consultant (Technical) may supplement the labour at the risk and cost of the contractor after issue of one day's notice to the contractor through site order book. No claim for idle labour shall be entertained. The contractor shall put his representative daily on site of work. His name & signature shall be attested by the contractor on the record for the department.
- 42.** The contractor shall prepare one sample of all items which should be got approved from the Consultant (Technical). Only after acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should confirm to the approved samples.
- 43.** The contractor should note that the items of work in any quarter shall be undertaken one at a time, one after the other and to complete at one stretch in reasonable time allotted for the same by Consultant (Technical). Any item left over in any quarter will be got done at his risk and cost without any further notice.
- 44.** No T & P shall be issued by the department.
- 45.** Any damage done to the existing structure shall be made good by the contractor at his own risk and cost.
- 46.** The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.
- 47.** No dismantled material should be thrown out from ground or upper floors of the building. All the dismantled material should be carried out to ground through Chute made of PVC pipe of suitable size & proper clamped only at no extra cost.

48. All the furniture items in the office/quarters shall be shifted safely without any damage to the furniture items, by the contractor before start of work after getting programme from the concerned office staff /officers in charge of the room or allottee of the quarter. After finishing of the work all the furniture items shall be placed in the position and nothing extra on this account shall be paid.

49. **SPECIAL CONDITIONS AS PER NGT GUIDELINES:** The guidelines regarding preventive measures for Air Pollution from demolition & construction activities issued by Delhi Pollution Control Committee vide no. DPCC/EIA/Res- 001 to 172 /NGT-21/2015/225-408 dated 17.04.2015 in compliance of Hon'ble National Green Tribunal directions enclosed herewith are applicable to the contractor. All appropriate protection measures as per NGT & DPCC guidelines shall be taken by the contractor at his own cost. Nothing extra shall be payable to the contractor on this account.

Hon'ble National Green Tribunal in its order dated 04.12.2014 in respect of air pollution from dust resulting from demolition and construction activity inter-alia has directed as follows:

- I. No government, authority, contractor, builders or any person would be permitted to store/dump construction material or debris on metalled road.
- II. Beyond the metalled road the area where such the construction material or debris can be stored shall be physically demarcated by officers of all the concerned Authorities/Corporation ensuring that it would not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.
- III. Every builder, contractor or person shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage. It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all sides of the plot/area using plastic and/or other similar material to ensure that no construction material dust fly outside the plot area and it will be the builder/contractor responsibility to ensure that their activity does not cause any air pollution during course of construction and/ or storage of material or construction activity. This condition shall be strictly adhered to by every builder, contractor, person or authority. In the event of default they shall be liable to be prosecuted under the law in force, as well as for causing environmental pollution and will be liable to pay compensation which would be determined by Tribunal in accordance with law.
- IV. All the trucks or vehicles of any kind which are used for construction purposes/ are carrying construction material like cement, sand and other allied material should be fully covered. The vehicles should be properly cleaned should be dust free and every necessary precautions is to be taken to ensure that enroute their destination, the dust, sand or any other particles are not permitted to be released in air/contaminate air. Any truck not complying with the above directions would not be permitted to enter NCR, Delhi.

Hon'ble National Green Tribunal in order Dated 10.04.2015 inter-alia has directed as follows:

1. Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
2. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
3. All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
4. The dust emissions from the constructions site should be completely controlled and all precautions taken in that behalf.
5. The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
6. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
7. Every owner and or builder shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emissions.
8. It shall be the responsibility of every builder to transport constructions material and debris waste to construction site, dumping site or any other place in accordance with rules and terms of this order.
9. All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.
10. Compulsory use of wet jet in grinding and stone cutting.
11. Wind breaking wall around construction site.
12. All the builders who are building commercial, residential complexes which are covered under the EIA Notification 2006 shall provide green belt around the building that they construct. All authorities shall ensure that such green belts are in existence prior to issuance of occupancy certificate.
13. All builders shall ensure that C&D waste is transported in terms of this order to the C&D waste site only and due record in that behalf shall be maintained by the builders, transporters and NCR of Delhi.

14. Even if constructions have been started after seeking environmental clearance under EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental steps as stated in this order and MoEF guidelines 2010, the State Government, SPCB and any officer of any department as aforesaid shall be entitled to direct stoppage of work.

Environmental Impact Assessment Guidance Manual for Building, Construction, Township and area development Projects of February, 2010 is available on the website of MoEF & CC envisaging the following guidelines for mitigation measures in respect of dust control from Building, Construction Projects:

“Adopting techniques like, air extraction equipment, and covering scaffolding, hosing down road surfaces and cleaning of vehicles can reduce dust and vapour emissions. Measures include appropriate containment around bulk storage tanks and materials stores to prevent spillages entering water courses.

The other measures to reduce the air pollution on site are:-

- Sprinkling of water and fine spray from nozzles to suppress the dust.
- On-Road-Inspection should be done for black smoke generating machinery.
- Promotion of use of cleaner fuel should be done.
- All DG sets should comply emission norms notified by MoEF.
- Vehicles having pollution under control certificate may be allowed to ply.
- use of covering sheet to prevent dust dispersion at buildings and infrastructure sites, which are being constructed.
- Use of covering sheets should be done for trucks to prevent dust dispersion from the trucks, implemented by district offices.
- Paving is a more permanent solution to dust control, suitable for longer duration projects. High cost is the major drawback to paving.
- Reducing the speed of a vehicle to 20kmph can reduce emissions by a large extent.

Speed bumps are commonly used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, it may be necessary to divert traffic to nearby paved areas.

Material storages/ warehouses- Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions. Fabrics and plastics for covering piles of soils and debris is an effective means to reduce fugitive dust.”

By way of these orders/notice you are hereby notified for mandatory strictly adherence to and compliance of the directions contained in the order of Hon'ble Tribunal as well as MoEF guidelines, 2010 in relation to precautions required to be taken while carrying on construction activities.

Copy of NGT orders dated 04.12.2014, 10.04.2015 copy of MoEF guidelines 2010 and copy of notice issued are available at the DPCC website also i.e. “<http://dpcc.delhigovt.nic.in>.”

Please note that the non-compliance of Hon'ble NGT order will make you liable for action as per law including the directions for stoppage of work.

PARTICULAR SPECIFICATIONS & CONDITIONS FOR CIVIL WORKS

1. General.

Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all lifts & all heights, floors including terrace, leads and depths and nothing extra shall be payable on this account.

Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work. In case of non-availability of the brand specified in the contract the Contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non-availability of the specified brand. The necessary cost adjustments (if alternative brand is not equivalent) on account of above change shall be made for the material.

Sampling and Testing

The cost of samples including packing, sealing, transportation and other incidental charges shall be borne by the contractor. In case the tests are conducted at a approved laboratory other than the site laboratory of the contractor, the cost of tests shall be borne by the contractor.

In all cases, cost of samples and to and fro carriage shall be borne by the contractor.

The contractor has to establish field laboratory and skilled manpower for the following tests at his own cost.

- Particle size and shape.
- Ten percent fine value
- Aggregate impact test
- Slump test
- Flakiness and elongation index tests.
- Bulking of sand
- Silt content of sand
- Thermometer with brass protected end (0-1000 C)

Equipment like excavators/Transit mixer etc. shall be allowed to be moved away from the site when, in written opinion of Consultant (Technical), the same are no longer required at site of work.

All the equipment shall be brought, installed and commissioned at site of work at least one week before their actual planned use at site.

All the item of works related to foundation and plinth includes the work of basements also.

To avoid disputes later on, contractor is advised to get the measurement recorded within a week's time and shall submit his bills as per relevant clause of the contract. Any dispute regarding measurement including work done shall be judged within a week's time failing which measurement, certified and recorded shall be entertained.

The work of addition and alterations covered under this contract shall be carried out in piece meal/in parts, and the contractor shall execute the work in the area made available to him and the contractor shall not claim anything extra over agreement rates, due to execution of works in piece meal manner.

The contractor at his own cost shall take all necessary measures for the safety of traffic and workers during execution and provide, erect, and maintain barricades including required marshals, signs, markings, lights etc. necessary all around the site and offices. The manner and the position of boundary where barricading is to be provided shall be decided by the Consultant (Technical) whose decision shall be final and binding. The failure to provide barricades at site in the opinion of Consultant (Technical) shall make contractor liable for penal action as decided by Consultant (Technical). The barricading shall be removed from the site only after approval of Consultant (Technical).

Keeping in view exigency/urgency, the work shall be carried out in more than one shift i/c Sunday & holiday and nothing extra shall be paid on this account.

2. CONDITIONS FOR CEMENT

The Contractor shall procure 43 grade OPC or PPC cement of required brand such as ACC, L&T, Ambuja, Birla, Vikram, J.K., JP Rewa, Ultra Tech and Cement Corporation of India as approved by the Engineer-in-Charge.

The contractor shall produce original vouchers for the total quantity of cement supplied under each consignment and manufacturer's Test Certificate if required by the Consultant (Technical).

3. CONDITION FOR REINFORCEMENT STEEL

The contractor shall procure steel reinforcement TMT bars of grade Fe500-D grade from producers such as SAIL, TISCON, RINL, Jindal Steel & Power Ltd and JSW Steel Ltd or any other producer as approved by Ministry of steel.

The contractor shall produce original vouchers for the total quantity of steel supplied under each consignment and manufacturer's Test Certificate if required by the Consultant (Technical).

The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

For the purpose of payment, the actual weight of steel reinforcement / structural steel sections/ plates / bolts and nuts shall be measured as below:

- a) Unit weight for reinforcement bars: The actual weight per meter of the reinforcement of various diameters shall be measured for three random samples collected (for each diameter of steel reinforcement) from each lot of particular diameter of steel reinforcement brought to the site for use in the work. For this, each sample (one sample consisting of three specimens) for each diameter of steel reinforcement shall be cut to require lengths and weighed and average weight calculated and recorded. The average weight for each type of steel section and steel reinforcement of each diameter shall be taken as the actual weight per metre for that steel section and that diameter of steel reinforcement.
- b) In case actual unit weight is less than standard unit weights mentioned in CPWD specifications 2009 Volume 1, but within variation, in such cases payment shall be made on the basis of actual unit weight. However, if actual unit weight is more than standard unit weights mentioned in CPWD specifications 2009 Volume 1, then payment shall be made on the basis of standard unit weight in such cases. In such case nothing extra shall be paid for difference in actual weight and standard weight.

**The Registrar
National Law University, Delhi**

SPECIFICATION AND SPECIAL CONDITIONS FOR A/R & M/O WORKS

1. The Corrected form CPWD 7 is available with the office of the Consultant (Technical) for inspection. The contractor is requested to go through the same. They will be bound the terms and conditions stated therein.
2. The contractor is advised to get acquainted with the proposed works & its site and also study the specifications and special conditions carefully before bidding. No claim of any sort shall be entertained on account of any site conditions & ignorance of specifications and special conditions.
3. The works shall be carried out as per CPWD specifications 2009 Vol. I & II with up to date corrections slips unless otherwise specified in the nomenclature of the individual items or in the specifications attached. At the points where specifications are silent, the instructions of the Consultant (Technical) shall be final.
4. In the event of any discrepancy between the nomenclature of the item of work as per schedule of quantities and the attached specification 2009 Vol. I & II, the nomenclature will prevail.
5. In the event of any discrepancy between the CPWD specifications 2009 Vol. I & II and special conditions attached, the special conditions shall prevail.
6. Unless otherwise provided in the schedule of quantities the rates bid by the contractor shall be inclusive of all leads and lifts and shall apply to the heights and depths of the building and nothing extra shall be payable on him on this account.
7. The rates for all items of work, shall unless clearly specified otherwise, include the cost of all labour, materials and other inputs involved in the execution of the items of work.
8. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, carriage, sales tax and stacking at required place etc.
9. 1% water charges if water not arranged by contractor, Income tax plus surcharge and labour cess as applicable shall be recovered from the gross amount of each bill.
10. All materials obtained from Govt. stores or otherwise shall be got checked by the Consultant (Technical) of the work on receipt of the same at site of work before use.
11. The contractor has to make his own arrangement for all T & P like ladders, ghoree, sutli, empty containers, brushes and paper, kuchies etc. required for work and nothing extra shall be paid for the same.
12. The contractor shall get approved the brands/shades of oil bound distemper, synthetic enamel paint, plastic emulsion pain etc. from the Consultant (Technical) before supply of the materials.
13. Materials shall be brought to the site of work in original containers with the manufactures seal intact.

14. The materials required for day's work shall be issued to the contractor or his authorized representative daily by the Consultant (Technical) of the work any balance of the material left at end of the days of work and empty containers shall be returned to the Consultant (Technical). The day to day issue account of the materials shall be maintained by the Consultant (Technical) and shall be signed daily by the contractor or his authorized agent in token of receipt of the materials failing which no payment of bill shall be made to the contractor. The empty containers shall not be removed from the site of work, without written orders of the Consultant (Technical).
15. Before the commencement of work, the contractor shall prepare one sample as instructed by the Consultant (Technical) for approval of the Consultant (Technical). After the sample is approved by the Consultant (Technical), the contractor shall be allowed to commence of the work and quality of work shall confirm to the approved sample.
16. Before the commencement of work, the contractor shall draw up programme in consultation with the Consultant (Technical) for the execution of work so as to inform the occupants of the office flat/quarter at least one week in advance regarding the execution of the work.
17. In case the office, rooms/quarters/flats are not made available to the contractor according to the programme, the contractor shall not be entitled for any claim for idle labour or any other claim on any account what-so-ever.
18. Defective work/substandard work or work not done according to the specifications of the contract shall be liable for summary rejection & shall not be measured and paid for. This shall be without prejudice to taking any other action the contractor in accordance with the terms & conditions of contract.
19. The entire work shall be carried out in close co-operation with all other agencies working in the building. The contractor(s) shall not be entitled to any compensation on account of temporary stoppage of work due to other constructions.
20. No payment will be made to the contractor for damage caused by rains during the execution of the work and no claim on his account will be entertained.
21. It will be responsibility of the contractor for damage caused by rains during the execution of the work and no claim on his account will be entertained.
22. Scrapping shall be shown to the Assistant Engineer /Consultant (Technical) and got approved and test checked by him prior to distempering.
23. Deviation in quantities shall be done only with prior written permission of the Consultant (Technical). Deviation in quantities done on the order of other than the Consultant (Technical) shall not be measured and paid for.
24. To avoid disputes later on, contractor in advised to get the measurement recorded within a week's time and shall submit his bills as per relevant clause (6A) of contact. Any dispute regarding measurement including work done shall be judged within a week's time failing which measurement, certified and recorded, shall be entertained.

25. Contractor has to bring to site of work the entire quantity of lime of approved quality before the start of the work. The mixing of lime will be done in the presence of the Consultant (Technical).
26. Any damage to the building, furniture, fittings of any other articles etc. done by the contractor or his workmen during the execution of work, shall be made good by the contractor, failing which the same shall be made good by the Consultant (Technical) or his authorized representative at the risk and cost of the contractor.
27. All doors, windows, floors, furniture, electrical fittings and other articles shall be protected from dust, splashes & damaged sufficient covering for the day's work shall be shown to the representative of the Consultant (Technical) before the contractor is allowed to proceed with the work, splashes & droppings from white washing, colour washing, distemping painting etc. on walls, floors, doors and window, down take pipes, furniture shall be removed by the contractor at his own cost and surface cleaned simultaneously after the completion of the day's work is done, without waiting for the actual completion of the other items of work of the contract. In case the contractor fails to comply with this requirement the Consultant (Technical) or his authorized representative shall be the right to get this work done at the risk and cost of the contractor either departmentally or through another agency without issue of any notice to the contractor, departmentally or through another agency without issue of any notice to the contractor, on his account. The representative of the Consultant (Technical) will however, mention about it in the site order Book employing the labour on the job at the contractor's cost.
28. The contractor should write their correct postal address on the application for bid papers. In case it is found that the address given in their application is not correct and as a consequence of the same if any registered letter sent through postal authorities is received back by the department undelivered to the contractor, the contractor shall be fully responsible for all the consequences and by such letter through registered post shall be deemed to have been delivered to him.
29. Full quantity of material such as paint plastic emulsion paint, oil bound distemper etc. shall be deposited in sealed container in advance and get it checked by Consultant (Technical) before use.
30. Shifting of furniture such as so far table, chairs, glass etc. and make necessary arrangements to protect the furniture, carpets, floors from any spidge during the execution of work. Any damage if done, shall be made good by the contractor at his own cost nothing shall be paid extra in this regard.
31. The work of addition and alterations covered under the contract shall be carried the individual quarters. The bungalows may be made available to the contractor execution work in piece meal/, in parts, and the contractor shall execute the work in these quarters made available to him and the contractor shall not claim anything extra over agreement rates, due to execution of works in piece meal manner.

ADDITIONAL CONDITION FOR A/R & M/O WORKS

1. Sub standard work shall be rejected out rightly and nothing shall be paid on this account.
2. Day to day program shall be taken from the Consultant (Technical) of the work and contractor shall have to execute the work accordingly and no claim whatsoever shall be entertained due to any unforeseen change of programme.
3. The doors, windows floors and furniture if any shall be protected by suitable covering etc at the time of execution of work.
4. All precautions will have to be taken to prevent damage to the structure during the execution. Any such damage if occurs shall be made good free of cost.
5. The rates include all leads and lifts i.e. on all the floors. No claim on this account will be entertained.
6. Before the start of work the sample of the items to be executed shall be got approved from the Consultant (Technical) and the same shall be strictly followed everywhere.
7. For any change of shade if strainer is required to be used the contractor shall make his own arrangement for strainer of approved manufacture at his own cost.
8. Wherever two or more coats of work on old work is mentioned it will mean doing the work wherever scrapping has been done.
9. No. T&P shall be issued by the Department.
10. Contractor should see the site and conditions of existing splashes, paint works etc and quote rates accordingly.
11. Measurements for work done shall only be recorded after full removal of splashes of the white wash / distemper / paint / water proofing cement paints etc. In case of non-removal of the splashes the cost of their removal shall be recovered from the contractor at the direction of Consultant (Technical).
12. The contractor shall have to produce original voucher to check the genuineness of material, such as paint, distemper, water proofing cement paint and primer etc.
13. The contractor and/ or his authorized representative should inspect the site order book every day and got the compliance noted by the Consultant/Consultant (Technical).
14. All the materials shall be got approved from the Consultant (Technical) before, it is put to use. Before the start of work 50% of the total requirement for material will have to be deposited with the concerned Consultant (Technical) in

first instance. Who shall also maintain an a/c of these materials and submit them with the bills for checking.

15. The contractor shall be issued materials for day to day work, according to the numbers of men deployed by him. The unused materials should be returned by him at the end of the days work along with the empty containers etc. The empty containers shall be preserved till the completion of the work and the clearance to remove them in given by the Engineer- in-charge in writing.
16. All nails holes etc shall be repaired with lime plaster or with glazer putty as required without any extra payments.
17. All doors, windows, floors, furniture, electrical fittings and other articles shall be cleaned free from dust, splashes and damages; sufficient covering for the days work shall be shown to the representative of Consultant (Technical) before the contractor is allowed to proceed with the work. Splashes and dropping of white wash from, glass panes down take pipes, furniture, shall be removed by the contractor at his own cost and the surface cleaned simultaneously after the completion of the days work in individual room or bungalow or premises where the work is done without waiting for the actual completion of all the other items of work in contract.
18. Full quantity of material purchased from authorized dealers with their cash memos like paint/cement paint/OBD/plastic emulsion of the firm indicated in the items or elsewhere shall be deposited with the Consultant (Technical) concerned before starting execution.
19. The Sub standard work shall be rejected outright and shall not be measured and nothing extra shall be paid for it. The decision of the Consultant (Technical) shall be final and binding in this regard.
20. In case material consumed is less then the permissible variation then the work beyond theoretical consumption including variation shall be treated as sub standard and quality for payment purpose will be restricted to as per material actually consumed.
21. The material such as paints, Oil Bound Distempers, water proofing cement paint and primers etc as required shall be of approved brand and manufactures and of required shade and confirming to IS specifications, such material of either of the following companies shall only be brought to the site of work.
 - a) Acrylic Exterior Paint
 - Berger Paint – Weather Coat
 - Asian Paints – Apex duracast
 - b) Premium Acrylic Smooth Exterior Paint
 - Asian Paints (Apex Ultima), Berger (Weather Coat all guard), I.C.I Dulux (Weather Shield Max)
 - c) Synthetic Enamel Paint
 - Luxol – Hi gloss of Berger Paints, Apcolite lusture finish of Asian Paints, Nerolac brand of Goodlass Nerolac Paints, Dulux

gloss of ICI.

- | | |
|---|---|
| d) Plastic Emulsion Paint | Luxol silk brand of Berger Paints, Allscape of Kansai Nerolac Paint, Royal of Asian Paint make, Velvet touch of ICI. |
| e) Acrylic Distemper confirming IS – 427 latest edition | Bison Acrylic distemper of Berger, Acrylic washable Tractor brand of Asian Paints, Maxilite of ICI Paints. |
| f) Water Proof Cement Paints | Super sonwcem decorative of snowcem India Ltd. Gattucem of Asian Paints, Farcocem of ICI Paint. |
| g) Cement Primer | B.P. (alkali resistant) water thinable of Berger Paint make, Primolite water thinable Goodlass Nerolac Paint make, Cement Primer of Asian Paint make. |
| h) Cemprover Primer | Snowcem Paint or equivalent. |

22. Scrapping shall be shown to the Consultant (Technical) and got approved with prior written permission of Consultant (Technical).

23. The contractor shall have to remove all splashes after completing the day work. In case the splashes are not removed by the contractor the same shall be got removed by the Consultant/Consultant (Technical) and necessary recovery for the cost of removal of splashes shall be made from the contractor as below: -

- a. For splashes of internal white wash/ distemper etc. Rs. 300/- per bungalow/ flat.
- b. For splashes of paint marks – Rs. 500/- per bungalow/ flat.
- c. For splashes of external white wash/ colour wash/ water proofing cement paint- Rs. 300/- bungalow/ flat.

24. The co-efficient for working out theoretical consumption are as below: -

- a. Acrylic washable distemper.
 - i. One or more coats on old work 1 kg per 10 sqm.
 - ii. Two or more coats on new work 1.50 kg per sqm.
- b. Cement primer 0.70 ltr per 10 sqm.
- c. Water proofing cement paint.
 - i. One or more coats on old work 2.2 kg per 10 sqm.
 - ii. Two or more coats on new work & 3.84 kg per 10 sqm.
- d. Plastic emulsion paint.
 - i. One or more coats on old work & 0.73 ltr per 10 sqm.
 - ii. Two or more coats on new work & 1.21 ltr per 10 sqm.

- e. Synthetic enamel paint
 - i. One or more coats on old work 0.70 ltr per 10 sqm
 - ii. Two or more coats on new work & 1.16 ltr per 10 sqm

**The Registrar
National Law University, Delhi**



**CENTRAL PUBLIC WORKS DEPARTMENT
OFFICE MEMORANDUM
No. DG/ SE/CM/Misc/77**

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 04.05.2018

Subject:- CIC Order dated 05.01.2018 regarding facilitation of the free flow of information relating to development of public infrastructure.

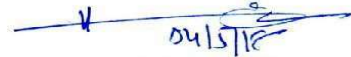
The Works Division, Ministry of Housing and Urban Affairs vide O.M. No. 28012/12/2017-W-3 dated 20.02.2018 has forwarded copy of CIC Order dated 05.01.2018 wherein the Information Commissioner has observed, "*considering the larger public interest and facilitation of the free flow of information relating to development of public infrastructure; the Commission in exercise of powers vested under section 19(8)(a)(iv) of the RTI Act directs the respondent department as well as CPWD, MoUD, Gol to incorporate adequate changes in its information/ record retention practices as regards the itemized material procurement bills submitted by the contractors.*" Further, observation is - "*It is clarified that the present directions shall be applicable prospectively.*"

Accordingly, henceforth, for greater transparency in functioning of Government Department, in each case, it shall be mandatory for the field staff of PWD (GNCTD) & CPWD to retain the authenticated copies of itemized bills of the materials which has to be entered in the M.A.S. Register viz Steel, Cement, Bitumen, Paint, Water Proofing materials or any other item suggested by the Technical Sanction authority. This is irrespective of existence of any terms & condition specified in contract/agreement. Authenticated copies must be obtained by PWD (GNCTD)/CPWD authorities from the agencies/contractors before settling payments.

This issues with approval of DG, CPWD.

Encl: OM No. 28012/12/2017-W-3 dated 20.02.2018

Issued from file no. :-
CSQ/CM/18(2)/2018 (e-file No. 9038461)



(Ashok Kumar Gupta)
Superintending Engineer (C&M)



04/05/18

Field Testing Instruments

1. Steel tapes - 3m
2. Vernier calipers
3. Micrometer screw 25mm gauge
4. A good quality plumb bob
5. Spirit level, minimum 30cms long with 3 bubbles for horizontal vertical
6. Wire gauge (circular type) disc
7. Foot rule
8. Long nylon thread
9. Magnifying glass
10. Screw driver 30cms long
11. Ball pin hammer, 100 gms
12. Plastic bags for taking samples

List of Approved Material**(Subject to satisfying the parameters specified in CPWD specification and ISI Code)**

Material	Brand/ Manufacturer
Flush Doors	Century, Kit Ply, Merino, Duro, Archid
Particle Board/ Block Board	Century, Duro, Kitply, Green
Aluminium Fittings	Nu-lite, Everite, Sargent
Glass Panes	Modi, Saint Gobain, Asahi, Pilkington
Glazed/ Ceramic Tiles	Kajaria, Somany, Johnson, Nitco, Orient
Paints & Distemper	Dulux, Berger, Asian Paints, Nerolac, Acro
Cement primer	Dulux, Berger, Asian Paints, Nerolac, Acro
Precast Terrazo Tiles	Modern, Nitco, NTC, Hindustan
Viterous China Wares	HindWare, Parryware, Cera
Plastic W.C. Sheet Cover	Commander, Jindal, Parryware
Stainless Steel Sink	Neel Kanth, Jayana, Nirali, Allex
C.P. Brass Fittings	Prima/Kingstone/Jaquar/Marc/Gem
S.C.I./C.I. Pipes, Fittings	NECO, SKF, HIF
G.I. Pipes	Jindal, Prakash, Tata
PVC Tanks	Sintex, SPL, Rotax
G.I. Fittings	Unik, KM
Brass Stop/ Bib Cock	Link, Leader, Prima
Ball Valve & Plates	Link, Leader, Prima
White Cement	Birla, J.K.
Gun Metal Valve	Sant, Leader, Zoloto
S.W. Pipes & G.T.	Anand, Perfect.
S.F.R.C. Covers	KK Manhole, Pragati Concrete, NITCO
Aluminium Section	Hindalco, Jindal,
PVC Low Level Cistern	Parryware, Hindware, Seabird
C.I. Manhole Cover & Frame	RIF, NICO, B.C.
Factory Made Precast Kerb Stone/ Paver Block	KK Manhole, Nitco, Unistone
Water Proofing Compound	CICO, Fosroc, Pidilite
Bevelled Edge Mirror	Modi Guard, Atul
APP Water Proofing Treatment	Apex, Texa, Pidilite, Dermabit, Torch Tar
Ready Mix Concrete	Lafarge, ACC, L&T, Ultratech
Laminated Wooden Flooring	Pergo, Virgin, Vista, Armstrong
Fasteners	Hilti, Fischer
Drapery Rods & Vertical Blinds	Mac, Vista
Chequered tiles	Nitco, Modern, Unistone
Fibre Glass Sheet	Simba/ Fibreways/Shivshakti
Tile Adhesive	Somany, Latticrete, Pidilite, Cico, Bal Endina
Precast Cement Concrete slabs	K.K., Nitco, Unistone
Vitrified tiles	Somany, Kajaria, Rak

G.I. Sheet	Sail, Tata & Jindal
Stainless Steel Railing	Jindal, Arch, Dorma
Precoated Metal Sheets	Meta Colour sheet Pvt. Ltd., Kirby, Tata Blue Scope
Structural Extruded Sections Tee Iron, Angle Iron, Flats etc.	Sail, Tisco, Rana, Capital with ISI markings
Steel work with hot finished welded type tubes for tubular trusses	BST, Jindal, ITC
Exterior wall Putty	Birla Wall Putty, JK Wall Putty, Acro
FRP Door Shutters/ FRP Frame/ FRP Chajjas	Ashu /Fiberways technology/ Fiber Techno Products/ Shivshakti Fiber Udyog /Simba FRP Pvt. Ltd.
Polycarbonate Sheet Admixture	Ploygal, G.E./Tufflite, Europack, Cico, Forsroc, Pidilite
PPR pipes & fittings	Prince, fusion, Amitex, Victors
RCC Pipe	Jain, Spun, Partibha, Laxmi

Note:

1. All items shall be of ISI Mark.
2. The contractor shall provide the materials as per the make or brand indicated above. When two or more alternative/ brands has been mentioned, the brand selected by the Consultant (Technical) shall be final & binding. The manufacturer certificate is also to be provided if required by the Consultant (Technical).

Schedule of Quantity

Name of Work: A/R and M/O – Misc. Repairing Works at NLU, Delhi at Sector-14, Dwarka, New Delhi.

S. No.	Description	Qty.	Unit	Rate	Amount
1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 fine sand)	106	Sqm		
2	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	156	Sqm		
3	Distemping with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade a) Old work (one or more coats)	1420	Sqm		
4	Lettering with black Japan paint of approved brand and manufacture all complete as per direction of Engineer-in-Charge.	6000	Per letter per cm height (cm)		
5	Renewal of old putty of glass panes (length) all complete as per direction of Engineer-in-Charge.	100	Mtrs		

6	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sq. including pointing the joints with white cement and matching pigment etc., complete. (Tiles to be provided by the department on free of cost).	72	Sqm		
7	Providing and fixing 600x450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete	10	Sqm		
8	Providing and fixing expansion hold fasteners on C.C. /R.C.C./Brick masonry surface backing including drilling necessary holes and the cost of bolt etc complete. A) Fastener with threaded dia. 10 mm X140mm.	5000	Each		
Total					

Registrar
National Law University, Delhi