



**INDIAN INSTITUTE OF MANAGEMENT MUMBAI**

**Vihar Lake Road, Powai, Mumbai**

**400087**

**TENDER DOCUMENT FOR**

**Appointment of Execution agency/Contractor for construction of Admission Cell in the Academic Block at IIM Mumbai.**

**NIT No.: IIMM/IPS/CONT/2025-26 Date: 13.08.2025**

**Invited By**

**Chief Administrative officer,  
Indian Institute of Management Mumbai  
Vihar lake road, Powai, Mumbai 400087**

**August 2025**

**Volume I  
Technical Bid**

**NOTICE INVITING e-TENDER (NIT)**

NIT No. IIMM/IPS/CONT/2025-26/01

Dated: 13.08.2025

Chief Administrative officer on behalf of Director, Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai invites Online Electronic Tenders on Item Rate Mode from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in tender document.

	<b>Name of Work / Project</b>	Appointment of Execution agency/Contractor to Create an Admission Cell in the Academic Block at <b>IIM Mumbai</b> .		
	Site / Location	IIM Mumbai, Vihar Lake Road, Mumbai.		
	Website for Viewing tender/Corrigendum/ Addendum	<a href="http://iimmumbai.ac.in">http://iimmumbai.ac.in</a> and <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>		
	Website for Procurement, Downloading & Uploading/ Submission of tender documents/ Corrigendum's / Addendums	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> (Central Public Procurement (CPP) Portal)		
	Estimated Cost of Work	<b>Rs. 18,72,962.61/- excluding GST.</b>		
		<b>S N</b>	<b>Particular</b>	<b>Amount</b>
		1	Schedule I - Estimate of civil works of Admission Cell	13,71,162.61
		2	SCHEDULE II - ELECTRICAL INSTALLATION, LV & ALLIED SECURITY SYSTEM WORKS	5,01,800.00
			Sub Total (A)	18,72,962.61
			Amount Including GST	22,10,095.75
	Cost of Tender Document	Rs. 5,900/- (Incl. GST) (Non-Refundable) to be paid in the form of be Banker's Cheque/ Account Payee Demand Draft in the favor of IIM Mumbai in the following account before the last date of technical bid submission Account Details – Bank name - State Bank of India Account Name - IIM Mumbai Main Account Current Account No. - 10007680096 IFSC code - SBIN0009055 MICR No - 400002117 Branch Name -NITIE Vihar Lake Branch Code - 09055		
	Amount of Earnest Money Deposit.	Rs 37,459.00 / -		

	Deposit	<b>EMD</b> shall be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from nationalized/ scheduled commercial banks safeguarding the purchaser's interest in all respects in favor of "IIM Mumbai".
	<b>Project Completion Period</b>	<b>Overall, 45 days from the Date of award including Monsoon.</b>
	Validity of Bid/Tender	180 Days
	Pre-Bid Meeting	No, the bidder may send their Pre-bid queries in writing on <a href="mailto:osd.ips@iimmumbai.ac.in">osd.ips@iimmumbai.ac.in</a> at least 3 days before the Bid submission date.
	Date Of publishing of NIT	13.08.2025 on below mentioned portals <a href="http://iimmumbai.ac.in">http://iimmumbai.ac.in</a> and <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
	Last Date for sending Prebid Queries	15.08.2025 up to 15.00 Hrs. (Queries received shall be given
	Last date & time of Procurement / download of tender Document	20.08.2025 up to 15.00 Hrs..
	Last date & time for online submission of Technical & Financial Bid.	21.08.2025 up to 15.00 Hrs.
	Online Opening of Technical Bid.	22.08.2025 up to 15.30 Hrs.
	Online Opening of Financial Bid.	To be Intimated to Technical Qualified Bidders.
	Contact information	Indian Institute of Management, Mumbai, Vihar Lake Road, Powai, Mumbai 400087.

If the office of IIM Mumbai happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shall be available in the Tender Document.

The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While IIM Mumbai has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, IIM Mumbai does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to

confirm, in writing, that they have done so and they did not rely solely on the information in NIT. IIM Mumbai is not responsible if no due diligence is performed by the bidders.

**Opening of the bid online:** Bids will be opened online. Late and delayed tenders will not be opened, and such tenders will stand summarily rejected.

In case any document(s) produced in support of eligibility criteria, or any other document(s) turns out to be fraudulent, the following will be the course of action:

- a. **Before award of work:** The work will not be awarded, EMD will stand automatically forfeited, and the tenderer will be liable for further action as may be deemed fit.

**OR**

- b. **After the award of work:** The award of work will be cancelled, EMD and Security Deposit will stand forfeited, and the contractor will be liable for action as deemed fit.

**Evaluation of tender:** In case two or more tenders are found equal in commercial bids, work will be awarded to the contractor who has executed satisfactorily contracts of higher values based on the certificate/ certificates of experience that shall be asked to be submitted to the Institute.

IIM Mumbai reserves the right to;

- a. Reject any or all the tenders without assigning any reason whatsoever.
- b. Not binding himself/ herself to accept the lowest or any tender.
- c. Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

Canvassing in connection with tender is strictly prohibited. Tender details can be viewed on the website <https://www.immumbai.ac.in> & <https://eprocure.gov.in/eprocure/app> Tenders downloaded from the website must be accompanied by requisite tender fee failing which tender will not be considered.

Chief Administrative Officer

For and on behalf of IIM Mumbai

NIT No. IIMM/IPS/CONT/2025-26/01

Date: 13.08.2025

**Name of work :** Appointment of Execution agency/Contractor for Create an Admission Cell in the Academic Block at IIM Mumbai.

## **1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

### **1.1 GENERAL**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, bidders shall use the portal <https://etenders.gov.in/eprocure/app>. Tender is invited in Single Stage - Two Envelope system, one Technical Bid and second as financial bid.

### **1.2 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

#### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

#### **Registration**

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **Searching For Tender Documents**

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as

Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

### **Preparation of Bids**

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **Submission of Bids**

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected. – Not Applicable
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a

standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e., After Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### Assistance to Bidders

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries please call at 24 x 7 Help Desk Number:

0120-4001 002

0120-4001 005

0120-6277 787

International Bidders are requested to prefix +91 as country code

#### Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in Policy Related - cppp-doe@nic.in

## 2.0 INSTRUCTIONS TO BIDDER

The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.

- a) The Schedule of Quantity is given in volume II. The tenderer has to quote their offer in Item Rate in Schedule of Quantities. The Item-Rate shall be quoted up to 2 decimals. The tenderer shall quote rate(s) in figures as well as in words. In case of any discrepancy between the two, rate(s) quoted in words shall prevail. In case of discrepancy between quoted rate and amount, rate shall prevail. The payment will be made as per the actual work done and item wise measurement basis. Bidders are advised to examine the available Cost

Index/ Market Rate while submitting the tender.

- b) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- c) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, and conditions of contract, local conditions and other factors having bearings on the execution of the work.
- d) IIM Mumbai desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, IIM Mumbai, defines, for the purposes of this provision, the terms set forth below:
  - i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent Practice" means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, or to succeed in a competitive bidding process;
  - iii. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - iv. "Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Will reject the award of Contract, even at a later stage, if it determines that the bidder recommended/ selected for award/awarded has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for the Contract;

Will sanction a party or its successors, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any further bidding/procurement proceedings under the Project, if it at any time determines that the party has, directly or through an agent, engaged in Corrupt, Fraudulent, Collusive, Or Coercive Practices in competing for, or in executing, the contract; and

The party may be required to sign an Integrity Pact, if required; and IIM Mumbai will have the right to require the bidders, or its suppliers, contractors and consultants to permit IIM Mumbai to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by IIM Mumbai at the cost of the bidders.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. IIM Mumbai will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- e) The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e., instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- f) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- g) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to

be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with IIM Mumbai.

- h) Incomplete Price bid shall be liable to be rejected, at the discretion of IIM Mumbai. The total bid price shall cover the entire scope of works & drawings covered in the tender.

**Officer on Special Duty**  
**(Infrastructure Planning & support)**

## 2. QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

The intending bidders must read the terms & conditions of tender documents carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

The Technical Bid shall be uploaded with colored scanned copies of following documents. All the documents must be serial wise as stated below along with check list and clearly marked page no. and sign & stamp on each page of the Technical Bid (MANDATORY).

Table 2: Format of Check List				
S. N	Particular of Document	Yes	No	Page Nos. (From – to)
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney or Board Resolution from the competent authority of the firm.			
b)	Scanned copy of EMD of amount as mentioned in NIT.			
c)	Scanned copy of Demand Draft for Tender Fees of the amount as mentioned in NIT.			
d)	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head (Form-1).			
e)	Yearly Turnover and Audited Balance Sheet for Last 3 (three) years ending on the financial year 2024-25.			
	The Bidder should not have incurred any loss in more than two financial years out of last 5 financial years ending on 31.03.2025. Audited Balance Sheet and Profit & Loss account (for 5 years) must be submitted with Bid.			
	Turnover: Average annual financial turnover of the Bidder should be at least 50% of the Estimated Value of work during immediate last 3 consecutive financial years i.e., 2022-23, 2023-24 & 2024-25. Certificate issued by Chartered Accountant with registration number, seal and UDIN must be submitted.			
f)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form-B)			
g)	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. (Form- C).			
h)	Letter of understanding of the project site on bidder's Letter Head (Form-D).			
i)	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-E).			
j)	Consent Letter to execute the Integrity Pact (Form-F).			

k)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head (Form-G).			
l)	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended. Accordingly, Bidder shall submit Solvency certificate issued by nationalized or schedule Commercial bank with details of Financial Status i.e., Name of the Banker & Current Solvency Certificate (i.e., the solvency certificate shall be dated after the date of publication of Tender) from Banker <u>in Original</u> for a sum of at least 40% of the Estimated Value of work. (Form-I). The Date of Solvency Certificate shall be after the date of publication of NIT	NA		
m)	The Bidder as a Prime Contractor should have satisfactorily completed any similar work in the last seven years ending on the last date of bid submission of value with any State/ Central Government Organization/ PSU/ Govt. Autonomous Body  One work of at least 80% of Estimated value of Project Or Two works of at least 60% of Estimated Value of Project Or Three works of at least 40% of Estimated Value of Project			
	(Form-J) Similar work means "Upgradation/ New construction works for any Building with interior works including Electrical, Plumbing for any State/ Central Government Organization/ PSU in India in the last 7 years.  The bidder shall submit Completion Certificate(s) along with Supply Order from respective Owner(s)/Client(s).			
n)	Copy of PAN Number.			
o)	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST, which are mandatory, as per Govt. of India notification regarding GST. Accordingly, bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered under GST as per Govt. norms before submission of bills.			

p)	The bidder should be an Indian Registered Company under Companies Act 1956/2013 Proprietorship Firm/ Partnership Firm/ Limited company private or public or corporation. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.	NA		
q)	The bidder should be empaneled with any State/ Central Government Organization/ PSU in India. (Documentary Proof shall be furnished)			
r)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be digitally signed by the bidders submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of IIM Mumbai. (To be submitted Online only. Not required in Offline Submission)			

No information relating to financial terms of services should be included in the technical bid. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non - compliant with the requirement of work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.

**Contractors who fulfill the above requirements shall be eligible to apply.**

#### 1. **ONLINE SUBMISSIONS OF DOCUMENTS**

The Bidder shall submit following Document online only.

- 1) **All the documents in Original, which is uploaded as Technical Bid (See Checklist, In Qualifying Criteria: Online Technical Bid Submission of Section-II, Table-2) shall be submitted. All the pages of the Technical Bid must be stamped & signed.** The Bid shall be liable to be rejected if not page numbered and stamped with signature.
- 2) **EMD & Tender submission fee in Original** in separate sealed envelope clearly labeled as “EMD & TENDER FEE” for the work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, and E-mail on Envelope.

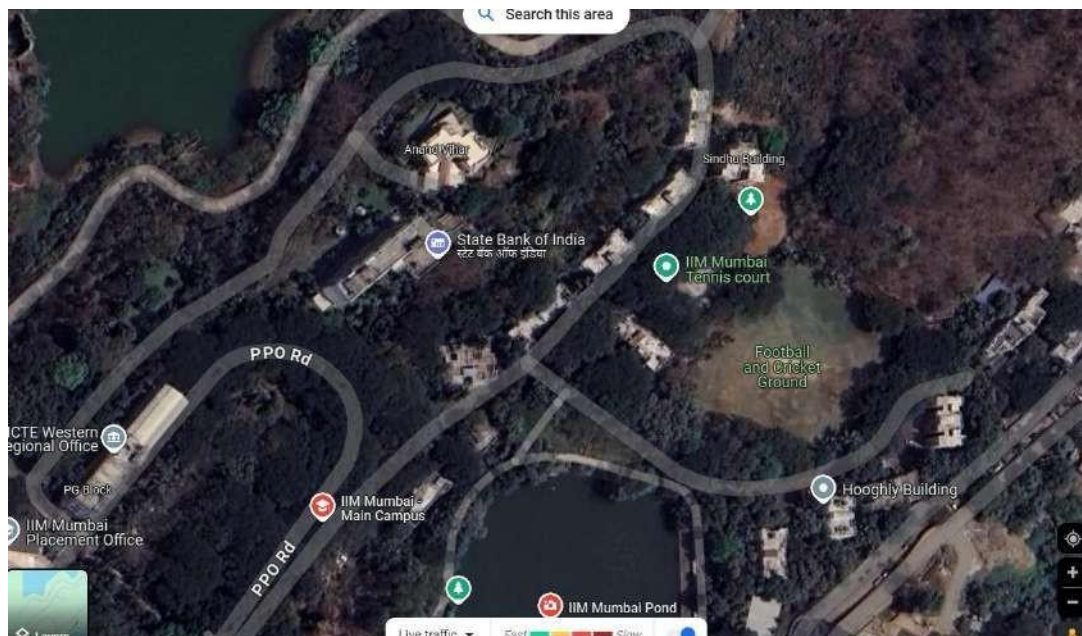
**NOTE: Above two envelopes shall be submitted in one single envelope clearly labeled as “Documents for Offline Submission”** for the Work (Write Name of Work/Project as mentioned in NIT) along with Details of Bidders Address, Phone, and E-mail on Envelope.

**Note:** IIM Mumbai reserves the right to waive minor deviations/submissions if they do not materially affect the capability of the Tenderer to perform the contract.

### 3. SECTION-VIII: SCOPE OF WORK

#### Site:

The site is located within the Indian Institute of Management Mumbai vihar lake road, Powai, Mumbai 400087.



The details items are places under Bill of Quantities along with Item description and technical specifications in the tender for execution of works as per direction of Engineer- In-Charge.

The Admission Cell is a vital department responsible for managing the student admission process and maintaining secure academic records. Currently, due to space constraints, it is functioning in conjunction with another department, which hampers efficiency and confidentiality.

With the steady increase in student intake, the need for a dedicated and well-structured Admission Cell has become critical. To address this, a hall on the first floor of the academic block has been identified for conversion into a standalone Admission Cell.

#### 1. **Partition Work:**

- Aluminium Partitions framework & 12 mm thick pre-laminated particle board and 8 mm thick glass fixed within the aluminium frames.
- Frosted film will be applied on glass panels in meeting rooms and cabins to ensure privacy.

#### 2. **Wall Finishing:**

- Internal wall surfaces that are damaged or unfinished will be treated with putty and painted as required.

#### 3. **Flooring:**

- The existing flooring is worn out and gives an unappealing look. However, since the building is planned for demolition in the coming years, a cost-effective solution is proposed.
- Vinyl flooring with adhesive will be provided over the existing floor to enhance the appearance and functionality of the space.

#### 4. **Air Conditioning Work:**

- Installation of copper piping for ACs, including all necessary civil works.

#### 5. **Electrical Work:**

- Execution of complete electrical installations for lighting, power outlets, and other required fixtures.
- All work to be carried out as per standard safety and quality norms.

This new setup will ensure a functional, professional, and secure environment for the Admission Cell, thereby improving the efficiency of the admission process and record management, while utilizing the existing infrastructure in a cost-effective manner.

The work to be performed under this specification shall include providing all labor, supervision, materials, storages, inventories, all enabling works like scaffolding, watch and ward for the works, power, fuel, construction equipment, water, tools and plants, supplies, transportation, all taxes and duties, all labor welfare and safety measures, complete and all other incidental items not shown or specified, but reasonably implied or necessary for successful completion of the work including Contractor's supervision and in strict accordance with the drawings and specifications, inspection and testing standards and field quality control and testing as given in the tender documents and the complete execution of the works. The scope shall also include preparation of drawings and bar bending schedules, based on the drawings released for construction and getting the same approved by the Engineer-in-Charge.

Note: The specifications for various materials, equipment, plants and execution of work components given in the Bid Document thereafter are generic. Only the specifications for those components which are covered in this scope of work shall be applicable to this Bid Document/DNIT.

- **General Principles**

The contractor shall carryout all works wholly in accordance with the terms and conditions of the contract to fulfil the requirement of the project. All the material used, and the equipment installed shall be as per the scope & specifications defined in the contract and the work shall be executed with Good Engineering Practices.

Generally, the following activities shall be carried out for each stage of this contract but shall not be limited to:

Stage1: Submission and getting approval from EIC of the methodology to be adopted for each component of work after conducting the necessary survey. Also getting approvals for the manufacturers make/brands of material to be installed/used during the construction/ maintenance work.

Stage2: Execution and completion of the work as per the provisions of the bid document.

Stage 3: **1) Defect liability period for 1 Year thereafter for all the works.**

#### **4. Section- IX Technical Specification**

##### **1.0 COMPLETION PERIOD:**

Completion period for combined package shall be as per NIT Data.

##### **2.0 SPECIFICATION FOR WORK, QUALITY AND WORKMANSHIP**

Work shall be carried out as per C.P.W.D. specifications and for items not covered in the C.P.W.D. specifications the details shall be as outlined in this technical specification or relevant IS codes (latest).

The specifications are intended for the general descriptions of the work, quality and workmanship. The specifications are not, however, intended to cover the minute details and the work shall be executed according to the best Central Public Works Department practices or to the recommendations of relevant Indian Standard/International Codes like ASTM/DIN or according to the instructions of the Engineer-in-Charge.

All the materials of the project shall be sourced from the List of Approved Makes as provided herein. For items which are not available in the "List of Approved Makes", the decision of Engineer-in-charge shall be final. The procurement of various materials shall be either from the manufacturer or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The Contractors are required to submit manufacturer's test certificates for the lots supplied at site with due endorsements by the actual dealers/vendors/sellers. Notwithstanding all the above, the contractor shall be held responsible for the execution of works and use of proper materials as per the tender specifications. Any material shall be approved by the Engineer-in-charge before put to use.

Wherever reference to CPWD/Indian Standard Codes and Practices is made, it shall be to the latest edition/revision of the same, issued up to 7 days prior to the date of opening of this tender.

The tenderer must obtain clarifications, if any, regarding the specifications and all other tender documents before submission of the tender in writing with the Employer in respect of interpretation of any portions of these documents.

##### **3.0 TESTS OF MATERIALS/WORKMANSHIP**

All mandatory tests shall be carried out as required in the CPWD specifications and IS codes. Test mentioned in individual items/specifications shall also be carried. All tests required for all materials shall be at the Contractor's cost. In case of items not covered in the CPWD specifications and IS code contractor shall arrange testing as per practice of the industry without any additional cost. Manufacturer's test certificate of the relevant batch of material procured shall also be submitted for all measure items.

##### **4.0 LAYOUT AND LEVELS**

The layout and levels of all buildings, structures etc. shall be made by the Contractor at his own cost from the general grid of the plot and bench marks as approved by the Engineer-in-Charge. The Contractor shall also assist in the form of instruments, materials and men to Engineer-in-Charge for checking the detailed layout and correctness of the layout and levels, at his own cost. But the Contractor shall be solely responsible for correctness of layout and levels. The levels and heights mentioned in the tender drawings are only tentative. The works shall be carried out as per Construction drawings issued after the award of the works.

##### **5.0 CONSTRUCTION METHOD**

The tenderer shall submit construction schedule, names of specialized agencies/products, list of construction equipment to be deployed and write-up to indicate in a broad outline how he intends to execute the work with the best co-ordination among various sub-packages (or sub-heads).

These shall form part of this Tender.

## **6.0 DRAWINGS:**

Drawings enclosed with this Tender Document shall form a part of this specification and supplement the requirement specified herein. The tender drawings are preliminary and meant for tender purpose only. These drawings provide a general idea about the work to be performed under the scope of this Contract and are by no means final drawings showing the full range of work under the scope. Work shall be executed strictly according to 'Released for Construction' (or 'Good for Construction') drawings with additions, alterations and modifications made from time to time as required by the Employers.

The Contractor is required to furnish a schedule indicating their requirements of 'Release for Construction' drawings compatible with the approved detailed construction program within 10 days of award of the work for scrutiny and approval and subsequent finalization of the Employers. 'Good for Construction' drawings shall be issued to the contractor progressively during the execution of the contract as per actual progress achieved and requirements at site. Based on the 'Released for Construction' drawings, contractor will prepare reinforcement placement drawings including the Bar Bending Schedule, Steel Fabrication Drawings, all other shop drawings etc. Any technical clarifications required regarding the drawings/specifications during the progress of works shall be obtained from the Engineer-in-Charge allowing a minimum of four working days for processing. Such "Requests for Information" (RFI) shall be in approved format which can be obtained from Engineer-in-Charge.

The actual terminal point of scope of works under this contract shall be as shown in 'Good for Construction' drawings.

## 8.0 APPROVED VENDORS AND MAKES:

Acceptable makes of materials to be used in the work are enclosed. In case of non-availability of these makes, after the approval of IIM Mumbai, the Contractor can use the alternative makes only BIS marked materials. Non-BIS marked materials may be permitted by the IIM Mumbai only when BIS marked materials are not manufactured.

Note:

1. The Contractor shall obtain prior approval from IIM Mumbai before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications as well as full details of the works proposed to be executed by the specialized agency, as specified.
2. Wherever applicable, IIM Mumbai may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction.
3. 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.
4. Reinforcement steel shall be procured from any vendors who have the license for at least 5 years for manufacture of BIS subject to prior written approval of IIM Mumbai. Steel sample of all the lots procured shall be subjected to testing through recognized laboratories and shall be at Contractors' cost. Sampling shall be as per the Specifications.

MAKE LIST		
Sr. No	Material	Approved brands
<b>Civil work</b>		
1	Flooring - Vitrified Tile	H.R. Johnson Marbonite ( 1st quality) / Somany / Kajaria /Naveen/Nitco/RAK
2	Flooring - Ceramic floor Tiles	H.R. Johnson Marbonite ( 1st quality) / Somany / Kajaria /Naveen/Nitco/RAK
3	Flooring - Wall Dado Tiles	H.R. Johnson Marbonite ( 1st quality) / Somany / Kajaria /Naveen/Nitco/RAK
4	Sanitary ware	Parryware / Hind ware / Neycer /Cera/Jaquar
5	CP fitting	Parryware / jaquar /Seko /Crabtree/Hindware
6	PVC Pipe & fittings	Astral / Precision/Prince, Supreme
7	Toilet Accessories	Parryware / jaquar / Hindware/Cera
8	Modular False ceiling	Armstrong / AMF/USG Boral
<b>Carpentry Items</b>		
1	Commercial Plywood	Associates / Century / Samrat / Garnet / Green / Archid Ply /Swastik Ply / Sarda-Duro ply
2	Gypsum Partition Framework	G.I channels and studs
3	Gypsum Board	Saint gobin - gyprocs / India Gypsum, USG Boral
4	Cement fiber Board	Bison
5	BWP Flush Door	Century / Associates / Green ply / Archid Ply /Swastik Ply / Sarda-Duro ply
6	Laminate	Merino / Associates / Greenlam / Heritage / Century/ Samrat/Aica/Formica/Sunmica
7	Laminate Shade	TBD

8	Adhesive For Wood	Fevicol SH
9	Rubberized Adhesive	Fevicol SR
10	Glass	Sain Globain/Asahi / Modi
11	Prelaminated Particle Board	Merino/ArchidLam
<b>Hardware Items</b>		
1	Aluminum Section	Jindal / Hindalco / Nalco
2	Floor Springs (120 / 80 KG capacity)	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
3	Door Closure	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
4	Glass Handles	Godrej/everite/everest/Vijayan/Ebco
5	Lever Handles (for Flush Door)	Godrej/everite/everest/Vijayan/Ebco
6	Cabinet Handles	Godrej/everite/everest/Vijayan/Ebco
7	Door Hinges - SS	Godrej/everite/everest/Vijayan/Ebco
8	Soft closing shutter Hinges	Godrej/everite/everest/Vijayan/Ebco
9	Latch	Godrej/everite/everest/Vijayan/Ebco
10	Tower Bolt	Godrej/everite/everest/Vijayan/Ebco
11	Cylindrical Lock	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
12	Door Lock	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
13	Drawer Lock	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
14	Pedestal Lock	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
15	Storage Lock	Godrej/Everite/everest/Vijayan/Opal/Hemco/Ebco
16	Magnetic Ball Catch	Godrej/everite/everest/Vijayan/Ebco
17	Aluminum Louvers	Jindal / Hindalco / Nalco
18	Screws	GKW / Laxmi
<b>Paint, Ceiling &amp; Flooring Items</b>		
1	Acrylic Emulsion Paint	Asian / Berger / Dulux / Nerolac / ICI
2	Plastic enamel paint	Asian / Berger / Dulux / Nerolac / ICI
3	Gypsum Ceiling	Saint gobin - gyprocs/ India Gypsum
<b>Electrical Items</b>		
1	AIR CIRCUIT BREAKERS	ABB/L&T/INDO ASIAN/LEGRAND/HAGER/CRABTREE/ANCHOR ROMA
2	MCCB / ACB	L& T /INDO ASIAN / LEGRAND/HAGER
3	MCB & DB	L& T /INDO ASIAN / LEGRAND/HAGER
4	SWITCH FUSE UNITS	L& T /SIEMENS
5	HRC FUSES	L& T /SIEMENS
6	METERS	EAPL/ENERCON
7	TELEPHONE WIRES	FINOLEX /POLYCAB
8	TV CABLES	FINOLEX / POLYCAB
9	RELAY-NEMERIC	L& T / SCHNEIDER
10	RELAY-AUXILIARY	L& T / SCHNEIDER
11	APFC RELAY	CONZERV, L&T,
12	CABLES	POLYCAB /RR Kabel
13	WIRES-FRLS	POLYCAB /RR Kabel / Finolex
14	GLANDS/LUGS	POLYCAB /RR Kabel / Finolex
15	PVC conduit	PRECESION
16	SWITCH & SOCKETS	GM/ ANCHOR ROMA / CRABTREE / INDO- ASIAN
17	INDUSTRIAL SOCKETS	GM/ ANCHOR ROMA / CRABTREE / INDO- ASIAN
18	LIGHT FIXTURES (LED Type)	PHILIPS / WIPRO/BAJAJ/CROMPTON/SYSKA
19	Electrical Panel	LOCAL CPRI APPROVED.

20	Wall / Pedestal & Ceiling Fans	Usha, Crompton, Bajaj, Havell
21	Exhaust Fan	GMC Hitech / Newtech / Bajaj / Usha.
22	EARTHING	ASHLOK/ERICO

## 6.0 CONDITIONS OF CONTRACT

<b>Definitions</b>	1.	The <b>Contract</b> means the documents forming the tender and acceptance thereof and the formal agreement executed between the IIM Mumbai and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
	2.	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ul style="list-style-type: none"> <li>i. <b>“Client/ Employer”</b> shall mean “Director, Indian Institute of Management Mumbai” having address at 1<sup>st</sup> Floor, NITIE Admin Block, Powai, Mumbai, IIM Mumbai, Vihar Lake Rd, Maharashtra 400087 &amp; include their successors &amp; permitted assigns as well as their authorized officer / representatives, for execution of the Work / Project as mentioned in NIT.</li> <li>ii. <b>“Principal Client Owner”</b> shall mean “IIM Mumbai” having their office at Powai, Mumbai &amp; include their successors &amp; permitted assigns as well as their authorized officer / representatives, for execution of the Work / Project as mentioned in NIT.</li> <li>iii. The expression <b>works</b> or <b>work</b> shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.</li> <li>iv. The <b>Site</b> shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.</li> <li>v. The <b>Bidder</b> shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execution the project after award of the works as Contractor.</li> <li>vi. The <b>Engineer-in-Charge</b> shall mean the Engineer Officer appointed by IIM Mumbai or his duly authorized representative who shall direct, supervise and be in-charge of the work for the purpose of this Contract.</li> <li>vii. <b>Accepting Authority</b> shall mean the authority mentioned in NIT.</li> <li>viii. <b>Tenderer / Bidder</b> shall mean the firm/party who intends to participate in this Notice Inviting Tender.</li> <li>ix. <b>Excepted Risk</b> are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the</li> </ul>

		<p>contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.</p> <p>x. <b>Market Rate</b> shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in NIT to cover, all overheads and profits.</p>
		<p>xii. <b>Schedule(s)</b> referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in NIT hereunder, with the amendments thereto issued up to the date of receipt of the tender.</p> <p>xiii. <b>District Specifications</b> shall mean the specifications followed by the State Government in the area where the work is to be executed.</p> <p>xiv. The <b>Contractor/Successful Bidder</b> shall mean the firm or company whose bid has been found responsive and accepted by IIM and shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.</p> <p>xv. <b>Tendered value</b> means the value of the entire work as stipulated in the letter of award.</p> <p>xvi. <b>Date of commencement of work:</b> The date of commencement of work shall be the date of start as specified in the NIT or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p>
<b>Scope and Performance</b>	3.	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
	4.	Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
	5.	The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
<b>Works to be carried out</b>	6.	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized

		principles.
<b>Sufficiency of Tender</b>	7.	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the (Not Applicable) <b>rates &amp; prices</b> quoted in the Schedule of Quantities/ Building Components, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
<b>Discrepancies and Adjustment of Errors</b>	8.	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and NIT in preference to General Conditions.
	8.1	In the case of discrepancy between the Schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: - i. Description of Schedule of Quantities ii. Particular Specification and Special Condition, if any. iii. Drawings. iv. CPWD Specifications. v. Indian Standard Specifications of B.I.S.
	8.2	If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
	8.3	Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
<b>Signing of Contract</b>	9.	The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:- i. The notice inviting tender, all the documents including corrigendum, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. ii. Agreement & acceptance of the following: a) Various standard clauses with corrections up to the date stipulated in NIT along with annexures thereto. b) Safety Codes. c) Model Rules for the protection of health, sanitary arrangements for workers employed IIM Mumbai or contractors. d) Contractor's Labor Regulations. e) List of Acts and omissions for which fines can be imposed. f) No payment for the work done will be made unless contract is signed by the contractor.

**1 CONTRACTOR TO PROVIDE FACILITIES & CO-OPERATION-** Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if contractor finds any discrepancy in drawings or between the drawings, schedule of quantities and specifications he shall immediately and in writing refer same to the OSD (IPS) and/or Engineer In charge who shall decide what is to be followed.

**2 AUTHORITIES, NOTICES AND PATENTS-** The contractor shall confirm to the provisions of any act of the Legislature relating to the works and to the regulations & bylaws of any authority and of any water, lighting & other companies and/or authorities with whose system the structures is proposed to be connected and shall, before making any variations from the drawings or specification that may be necessitated by so confirming, give to the Owner written notice specifying the variation proposed to be amended time receive such instructions he shall proceed with the work, conforming to the provisions, regulations or bylaws in question and any variation so necessitated shall be dealt as specified in the Clause. The contractor shall bring to the attention of the OSD (IPS) and/or Engineer in charge all notices required by the said acts, regulations or bylaws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works & lodge the receipt with the owner. The contractor shall identify the owners against all claims in respect of patent rights, all shall defend all actions arising from such claims & shall himself pay all royalties, license fees, damage, costs penalty legal charges and charges of all and every sort that may be legally incurred in respect thereof including octroi if payable.

**3 SETTING OUT WORKS-** The contractor shall set out the works & shall be responsible for the true & perfect setting out of the same & for the correctness of the positions, levels dimensions & alignment of all parts thereof. If at any time any error in this respect arises during the progress of the work the contractor shall at his own expense rectify such error if so required to the satisfaction of the OSD (IPS) and/ or Engineer in charge. Before start of work reference lines & benchmarks shall be established, permanent base line & cross lines shall be established by the contractor at sufficiently close intervals in consultations with the OSD (IPS) and/or Engineer in charge. The Contractor shall provide at his expenses all templates, pillars and equipment's (including chain, tape etc.), materials and labor for establishing the grand lines & pillars & shall be responsible for their maintenance during the work period of the constructions. The reference posts/benchmarks & pillars already established at site shall be fully guarded. He shall repair/rebuild the same in case of any damage or otherwise.

**4 MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION-** The contractor shall, at his own expense, provide all materials required for works other than those which are to be supplied by the Institute. All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule of quantities and in conformity with the specification and in accordance with the instructions and the contractor shall upon the request of the Engineer furnish them with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own expense and without delay supply to the OSD (IPS) and/or Engineer in charge samples of materials proposed to be used in the work. The OSD (IPS) and/or Engineer in charge shall within seven days' supply of samples intimate to the contractor in writing whether the samples are approved by him or not. If samples are not approved, the contractor shall arrange to supply to the OSD (IPS) and/or Engineer in charge for approval fresh samples complying with the specification laid down in the contract. The contractor shall at his own cost arrange for and / or carry out any test of any materials from Govt. authorized labs which the OSD (IPS) and/or Engineer in charge may require.

**5 CONTRACTOR'S SUPERINTENDENT AND REP. OF THE WORKS-** The contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the OSD (IPS) and/or Engineer in charge may consider necessary until the expiration of the “defects liability period” stated in the Appendix hereto. The contractor shall

also during the whole time the works are in progress employ a competent authorized representative who shall be constantly in attendance at the site while the men are at work. Any directions, explanation instructions or notices given by the OSD (IPS) and/or Engineer in charge to such representative shall be held to be given to the contractor. The contractor will be asked to stop the work if his authorized representative is not the site during the progress of the work.

**6 DISMISSAL OF WORKMAN-** The contractor may on the request of the Owner/Engineer immediately take disciplinary action against any person employed thereon by him who may in their option is incompetent or indulge in any misconduct and such person shall not be again engaged for the work being carried out at the Institute's premises without the sanction of the Institute. It is expressly agreed and understood between the parties that under no circumstances, the workmen employed by the contractor can be considered as the workmen of the Owner. The contract shall have full and final authority in respect of such contractor's workmen. Similarly, it is expressly agreed that the contractor shall comply with all the requirements of rules and regulations contained in various acts and enactments concerning labor laws. Further he shall maintain day to day attendance cum wage registers, all other records concerning the workmen pay minimum wages, as applicable etc. further any injury caused to any workmen during work or otherwise, the contractor shall alone be responsible for treatment compensation, damage interest etc. under the provisions of workman's compensation Act. 1923 to the extent applicable. The contractor must obtain the license at his own cost and get himself regd. Under the provisions of the contract labor (Regulation and Abolition) Act. 1970. Under no circumstances, the owner shall be responsible for any lapses on the part of the contractor.

**7 ASSIGNMENT AND SUB-LETTING-** The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer assign or underlet the contractor or any part thereof or interest therein without the written consent of the Architect and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from the active superintendence of the works during their progress. In case the whole or a part of the work is subject to any subcontractor or such agents, the contractor shall identify the owner that any claims/damages theft arising out of any acts/omission or commissions of such subcontractor or agents in whatever manner. The responsibility for the satisfactory completion of the work as per this contract shall be entirely his (contractor). If the work is sublet by the contractor at any point in time without informing the Institute, the same shall be terminated by the Institute without giving any notice/period and reasons thereof.

**8 VARIATIONS NOT TO VITIATE CONTRACT-** The quantities of work shown in the tender are approximate and no claim shall be entertained for quantities of work executed being more or less than those entered in the tender or estimate. No revision in rates shall be permitted in any respect of any of the items on account of any variation in the quantities. No alteration, omission or variations shall vitiate this contract but in case the OSD (IPS) and/or Engineer In charge thinks proper at any time during the progress of the works to make any alterations in or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof inform in writing under his hand to the contractor, the contractor shall alter, add to or omit from as the case may require in accordance with such notice but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulation specification or contract drawings without the previous consent in writing of the Architect/OSD (IPS) and/or Engineer In charge and value of such extras alterations additions or omissions shall in all cases be determined as per clause specified in tender and the same shall be added to or deducted from the contract amount accordingly. If at any time after acceptance of the tender the Institute shall decide to abandon reduce the scope of works for any reasons whatsoever an hence not require the whole or any part of work to be carried out the OSD (IPS) and/or Engineer In charge shall inform the contractor in writing to that effect and the contractor shall have no claim to any payment or compensation or otherwise whatsoever on account of loss or any profit or advantage which he might have derived from the execution of the works in full but which did not derive in

consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at the contract rates the full amount of the work actually executed at site.

**9 SCHEDULE OF QUANTITIES-** The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement of building works by ISI. Any error in description or in omission or items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof as specified in the Clauses hereof shall be added to or deducted from the contract amount (as the case may be) provided that there shall be no rectification of errors in the contractor's schedule of rates.

**10 SUFFICIENCIES OF SCHEDULE OF QUANTITIES-** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and price shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works. Any such discrepancy if observed is to be brought to the notice of the OSD (IPS) and/or Engineer In charge before commencement of the work. However, if any discrepancy is noted during the execution of the works the same shall be decided by the OSD (IPS) and/or Engineer in charge and their decision shall be final and binding on the contractor.

**11 MEASUREMENT OF WORK-** The OSD (IPS) and/or Engineer In charge may from time to time intimate to the Contractor that they require the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist the Architect/OSD (IPS) and/or Engineer In charge in taking such measurement and calculations and to furnish all particulars and to give all assistance by either of them should the contractor not attend or neglect or omit to stand such agent then the measurement taken by the OSD (IPS) and/or Engineer In charge shall be taken to be the correct measurements of the works. Such measurements shall be taken in accordance with the standard method of measurement of building works last before issued by the Indian Standard Institution unless otherwise provided in this contract. The contractor shall sign all the measurements and documents on the token of acceptance. The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

**12 REMOVAL OF IMPROPER WORK-** The OSD (IPS) and/or Engineer In charge shall during the progress of the works have to order in writing from time to time removal from the works within such reasonable time as may be specified in the order or any material which in their opinion are not in accordance with the specification the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order the owner shall have the power to employ and pay other persons to carry out the same and all expenses consequent or incidental thereto as certified by the Architect shall be borne by the Contractor or may be deducted by the Owner from any moneys due or that may become due to the Contractor.

**13 DATE OF COMMENCEMENT-** The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix. As aforesaid the work order will be issued by the OSD (IPS) and/or Engineer In charge by regd. Post A/D and a period of four days shall be considered as period of postal transit. The work order would be deemed to have been received by the selected tenderer on fifth day after the issue of work order letter and the conditions of contract would come into force immediately from the day on which work order is deemed to be received and would be binding on the Institute and on the contractor a separate contract may or may not be signed thereafter. A period of five days will be considered as the mobilization period and the period of work will be deemed to be commenced at the end of the mobilization period. This date of commencement shall be mentioned in the work order as well as in the appendix to the contract document. The contractor shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the date of completion stated in the work order and appendix in the contract document subject

nevertheless to the provision of the extension of time limit hereinafter contained. The contractor shall submit within 7 days after receipt of the work order the program of execution of the work- week wise and shall endeavour to follow the targets. Any backlogs due to unforeseen should be made good in the following week.

**14 CERTIFICATES AND PAYMENTS-** The contractor shall be paid by the owner from time to time by installments. The contractor must submit a related measurement sheet implicated on 15<sup>th</sup> and 30<sup>th</sup> of every month for the work to be completed by such date. At the end of every month the contractor has to submit his R A bill together with the detailed measurement sheets, interim certificates will be issued after the measurements submitted by the contractor are checked and verified jointly by the contractor's representative, the IIM Mumbai's Engineer at site and on account of the works executed in accordance with this contract, subject however to the minimum value of the certificate that can be issued as specified in the Appendix hereto as "Minimum value of the interim certificate" and also subject to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for interim Certificates" until total amount retained shall reach the sum named in Appendix as "Total Retention Money". And the contractor shall be entitled to the payment of the Final balance in accordance with the final certificate to be issued in writing duly verified

by the OSD (IPS) and/or Engineer In charge at the expiration of the period referred to as "the defects liability period" in the appendix hereto from the date of virtual completion as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning which ever shall last happen provided always that the issue of any certificate during the progress of the works or at after their completion shall not relieve the contractor of his liability under any clause nor relieve the contractor of his liability in case of fraud, dishonesty or fraudulent concealment relating to the work or materials or to any matter dealt within the certificate and in case of all defects and insufficiency's in the works or materials which a reasonable examination would not have disclosed. No certificate of the OSD (IPS) and/or Engineer in charge shall of itself be conclusive evidence that any works or materials to which it related are in accordance with the contract OSD (IPS) and/or Engineer in charge shall have power to withhold any certificate including the final certificate if the works or any parts thereof are not being carried out to their satisfaction and in compliance with the conditions laid down. OSD (IPS) and/or Engineer in charge shall have powers to retain total amount or part amount of the value of any work item(s) in which defects have been pointed out to the contractor before issue of certificate and pending rectification of the contractor.

**15 OTHER PERSONS ENGAGED BY OWNER-** The owner reserves the right to use the premises & any portions of the site for the execution of any work not included in this Contract which he may desire to have carried out by other person & the contractor is to allow all reasonable facilities for the execution of such work but he is not required to provide any or materials for the execution of such work except by special arrangement with owner. Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract & the contractor is not to be responsible for any damage or delay which may happen to be occasioned by such work.

## **16 TERMINATIONS**

**a) TERMINATION OF CONTRACT BY OWNER-** If the contractor being an individual or a firm commits any "Act of Insolvency";

- 1 Or shall be adjudged an insolvent or being an incorporated company shall have an order for company winding up made against it or pass an effective resolution for winding up voluntarily or subject the supervision of the Court and of the official assistance of the Liquidator in such acts of insolvency or wing up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the OSD (IPS) and/or Engineer in charge that he is able to carry out and fulfill the contract and give security therefore, if so required by the owner.
- 2 Or if the contractor (whether an individual, firm, incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

- 3 Or shall assign or sublet this contract without the consent in the writing of the Institute first obtained.
- 4 Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.
- 5 Or if the owner is satisfied that the contractor;
- 6 has abandoned the contract or
- 7 has failed to commence the work or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the OSD (IPS) and/or Engineer in charge written notice to proceed  
has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the OSD (IPS) and/or Engineer in charge under these conditions.

has neglected or failed persistently to observe the perform all or any of the acts, matters or things by this contract to be observed and performed to the contractor for seven days after written notices shall have been given to the contractor requiring the contractor observe or perform the same or has to the detriment of the good workmanship or in defiance of the OSD (IPS) and/or Engineer in charge instructions to the contrary sublet any part of the contract.

Often and any of the said cases the Institute may not withstand any previous waiver after giving seven days' notice in writing to the contractor terminating the contract forthwith. The obligations and liabilities of the contract, the whole of which shall be terminated and as if the works subsequently executed had been executed by or on behalf of the contractor. And further the Institute may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam & other power utensils and material lying on the premises or may employ the same by means of his own servants and workman in carrying on and completing the works or by employing any other contractors or other persons to complete the works or by employing any other contractors or other persons to complete the works and the contractor shall not in any interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the owner shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor fails to do so within a period of 4 days after receipt thereof by him the owner shall give a notice in writing to the contractor fails to do so for a period of 14 days after receipt thereof by him, the owner shall sell the same by public auction and it give credit to the contractor for the amount so realized after adjusting the expenses so incurred in subject thereof. The OSD (IPS) and/or Engineer In charge shall thereafter ascertain and certify in writing under his hand what (if thing) shall be due or payable by the owner for the value of the said plant and materials so taken the concession of by the owner and the expense or loss which the owner shall have been put to in procuring the works to be completed and the amount if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the owner to the contractor or by the contractor to the owner as the case may be and the certificate of the OSD (IPS) and/or Engineer In charge shall be final and conclusive between the parties.

**b) TERMINATION OF CONTRACT BY CONTRACTOR-** The payment of the amount payable by the Owner shall be in arrears and up-paid for thirty days after notice in writing requiring payment of the payment as aforesaid shall have been given by the contractor to the owner or if the owner interferes with or acts the issue of any such certificate or the owner commits any "Act of Insolvency" or if the owner going on individual or firm) shall be adjudged insolvent or (being an incorporated company) shall have an amount made against him or pass an effective Resolution for winding up either compulsorily or subject to the revision of the court or voluntarily, or if the official Assignee or the Liquidator in any such winding up shall able within fifteen days after notice to him requiring him so to do, to show to the reasonable satisfaction of contractor that he is able to carry out and fulfil the contract and to make Contractor, to give security of or if the works be stopped for all payments due and to become due there under and, if required by or by injunction or other order of any court of law, then and in any of the said cases the contractor shall be liberty to determine the contract by notice in writing to the owner and he shall be entitled to recover from the owner payment for all works duly executed

and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the contract. In arriving at the amount of such payment the net rates contained in the contractor's original tender shall be followed, or where the same may not apply valuation shall be made in accordance as specified in clauses.

#### **Clause 1: PERFORMANCE GUARANTEE**

- i. The contractor shall submit an irrevocable **Performance Guarantee of 5% (Five percent) of the tendered amount** to IIM Mumbai in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in NIT from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in NIT on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge.
- ii. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque /Demand Draft (in case guarantee amount is less than Rs. 1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Nationalized/scheduled commercial Bank in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IIM Mumbai as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIM Mumbai to make good the deficit.
- iii. **The Performance Guarantee shall be initially valid up to 60 days beyond the stipulated date of completion plus 1 year claim period beyond that.** In case the time for completion of work get enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- iv. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the IIM Mumbai is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay IIM Mumbai any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- v. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of IIM Mumbai.
- vi. The Performance Guarantee shall be refunded to the Contractor soon after the completion of works and issuance of the completion certificate.

#### **Clause 1A : RECOVERY OF SECURITY DEPOSIT**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit at the time IIM Mumbai of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by IIM Mumbai by way of Security Deposit unless he/they has/have deposited

the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IIM Mumbai as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIM Mumbai to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by IIM Mumbai on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks endorsed in favor of IIM Mumbai, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lacs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lacs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

The Security Deposit shall be released after successful completion of Defect Liability Period of 1 Year.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note-3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A

## **Clause 2: COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension as well as any extension granted as specified in the Clauses, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day month (as determined) that the progress remains below as specified in the Clause or that the work remains incomplete.

(i) Compensation for delay of work @ 0.50% of the total project cost per week basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned In Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give

further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount

**CLAUSE 2A:** In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. Provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work X stipulated period /tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

### **CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the Engineer-in-Charge 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 Engineer-in-Charge 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 un workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time

essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- iv. 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 and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in IIM Mumbai 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 IIM Mumbai.
- vi. If the contractor shall enter into a contract with IIM Mumbai 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 Engineer-in-Charge.
- vii. If the contractor had secured the contract with IIM Mumbai as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If the contractor being an individual, or if a firm, 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 benefit of his creditors.
- ix. 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.
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublet (engagement of labor on a piece-work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer in- Charge on behalf of the IIM Mumbai shall have powers:

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in- Charge on behalf of the IIM Mumbai shall have powers:

- a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge 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 Government.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, 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-in-Charge 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.

In the event of above courses being adopted by the Engineer-in-Charge, 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-in-Charge 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.

#### CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- |    |  |         |
|----|--|---------|
| a) | Tendered value of work is up to Rs. 45 lac                                   | 15 days |
| b) | If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore | 21 days |
| c) | If the Tendered value of work exceeds Rs. 2.5 Crore :                        | 30 days |

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party

#### CLAUSE 4: CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### CLAUSE 5: TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract, the execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within twenty-one days of award of work and in consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F' b] Schedule of issue of designs as specified in the Schedule 'F'
- (i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-

Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

**5.2 If the work(s) be delayed by:-**

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of IIM Mumbai to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by IIM Mumbai or
- (viii) Any other cause like above which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer in-Charge for entry in the hindrance register (physical or web-based as prescribed in schedule F) but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

- 5.3** In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub-Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

- 5.3.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.
- 5.4 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

#### CLAUSE 6: MEASUREMENTS OF WORK DONE

Deleted

#### CLAUSE 6A: COMPUTERIZED MEASUREMENT BOOK

Deleted

#### CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARD AS ADVANCE

Deleted.

#### CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

Deleted.

#### CLAUSE 8A: CONTRACTOR TO KEEP SITE CLEAN

Deleted.

#### CLAUSE 8B: COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR

Deleted

#### CLAUSE 9: PAYMENT OF FINAL BILL

Deleted

#### CLAUSE 9A: PAYMENT OF CONTRACTOR'S BILLS TO BANKS

Deleted

#### CLAUSE 10: MATERIALS SUPPLIED BY IIM Mumbai

Deleted

#### CLAUSE 10A: MATERIALS TO BE PROVIDED BY CONTRACTOR

Deleted

#### CLAUSE 10B:

##### (i) SECURED ADVANCE ON NON-PERISHABLE MATERIALS

Deleted

##### (ii) MOBILISATION ADVANCE

Deleted

**(iii) PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE**

Deleted

**(iv) INTEREST & RECOVERY**

Deleted

**CLAUSE 10C: PAYMENT ON ACCOUNT OF INCREASE IN PRICE / WAGES DUE TO STATUTORY ORDER**

**Deleted**

**CLAUSE 10CA: PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER**

Deleted

**CLAUSE 10CC: PAYMENT DUE TO INCREASE/DECREASE IN PRICES/WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 CA) AFTER RECEIPT OF TENDER FOR WORKS**

Deleted

**CLAUSE 10D: DISMANTLED MATERIAL IIM Mumbai PROPERTY**

Deleted

**CLAUSE 11: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

Deleted

**CLAUSE 12: DEVIATIONS / VARIATIONS EXTENT AND PRICING**

**Deleted**

**CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) IIM Mumbai shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by IIM Mumbai, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by IIM Mumbai are rendered surplus, the same except normal wastage shall be returned by the contractor to IIM Mumbai at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused

whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to IIM Mumbai stores, if so required by IIM Mumbai, shall be paid.

- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheet and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the IIM Mumbai as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the IIM Mumbai from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

#### CLAUSE 14: CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IIM Mumbai, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IIM Mumbai because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the IIM Mumbai are less than the amount payable to the contractor at his agreement rates, the difference shall not

be payable to the contractor.

Any excess expenditure incurred or to be incurred by IIM Mumbai in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by IIM Mumbai as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IIM Mumbai in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in- Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### CLAUSE 15: SUSPENSION OF WORK

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension Plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

- (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-Para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by IIM Mumbai or where it affects whole of the works, as an abandonment of the works by IIM Mumbai, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by IIM Mumbai, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the

Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

#### CLAUSE 15A: COMPENSATION IN CASE DELAY OF SUPPLY OF MATERIAL

The contractor shall not be entitled to claim any compensation from IIM Mumbai for the loss suffered by him on account of delay by IIM Mumbai in the supply of materials in NIT where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the IIM Mumbai. This clause 15 A will not be applicable for works where no material is stipulated.

#### CLAUSE 16: ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of IIM Mumbai for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has 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. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the IIM Mumbai for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles 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 charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in NIT may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### CLAUSE 17: CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within

twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

The defects liability period will be one year from the date of completion of development and construction works. During this period the Contractor will get the defects rectified without any cost to IIM Mumbai. For the item of water proofing roof treatment, the Contractor will give guarantee bond for ten years. Similarly for other items, like electrical/mechanical equipment which have guarantee/warranty period beyond one year, wherever applicable as per manufacturer recommendations, will also be given guarantee bond by the Contractor to IIM Mumbai.

#### CLAUSE 18: CONTRACTOR SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in NIT. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for 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-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMEN

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#### CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS, IF CONTRACTOR FAILS

Deleted

#### CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

#### CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

#### CLAUSE 19B: PAYMENT OF WAGES

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by IIM Mumbai from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.  
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in- Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.  
In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified IIM Mumbai against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per

C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### CLAUSE 19 D

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#### CLAUSE 19 E

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#### CLAUSE 19 F

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#### CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the IIM Mumbai, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the Fd huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

#### CLAUSE 19 H

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#### CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour has an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

#### CLAUSE 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the IIM Mumbai whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, IIM Mumbai, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### CLAUSE 19K: Employment of Skilled / Semi Skilled Workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

#### CLAUSE 19L: Contribution of EPF and ESI

Deleted

#### CLAUSE 20: MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

#### CLAUSE 21: WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY

The contract shall not be assigned or sublet without the written approval of the Engineer-in

Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of IIM Mumbai in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the IIM Mumbai shall have power to adopt the course specified in Clause 3 hereof in the interest of IIM Mumbai and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

#### CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of IIM Mumbai without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### CLAUSE 23: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

#### CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

#### CLAUSE 25: SETTLEMENT OF DISPUTES & ARBITRATION - DELETED

##### Amicable Resolution and Mediation

a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt of a notice by one Party, the request for such amicable settlement may be submitted by either Party for settlement in accordance with the following provisions:

b) Any dispute or difference at any time arising between the IIMM and the Consultant as to the construction, meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Director, IIMM, who shall decide the case in accordance with the contract provisions and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai.

#### CLAUSE 26: CONTRACTOR INDEMNIFY IIM MUMBAI AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the IIM Mumbai against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any 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 IIM Mumbai 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 therefrom, provided that the contractor shall not be liable to indemnify the IIM Mumbai 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 Engineer-in-Charge in this behalf.

#### CLAUSE 27: LUMPSUM PROVISIONS IN TENDER

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

#### CLAUSE 28: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

#### CLAUSE 29: WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

- a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the IIM Mumbai shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the IIM Mumbai shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the IIM Mumbai shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of IIM Mumbai or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or IIM Mumbai will be kept withheld or retained as such by the Engineer-in-Charge or IIM Mumbai till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent 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 or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the IIM Mumbai shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- b) IIM Mumbai shall have the right to cause an audit and technical examination of the works and the final bills of the contractor 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 by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for IIM Mumbai to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IIM Mumbai to the contractor, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor

shall be entitled to payment of any sum paid short where such payment has been agreed upon between the IIM Mumbai on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by IIM Mumbai.

#### CLAUSE 29A: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or IIM Mumbai or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the IIM Mumbai or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the IIM Mumbai will be kept withheld or retained as such by the Engineer-in-Charge or the IIM Mumbai or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### CLAUSE 30: EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

Deleted

#### CLAUSE 31A: WATER SUPPLY, IF AVAILABLE

Deleted

#### CLAUSE 32: ALTERNATE WATER ARRANGEMENTS

Deleted

#### CLAUSE 33: RETURN OF SURPLUS MATERIALS

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IIM Mumbai either by issue from IIM Mumbai stocks or purchase made under orders or permits or licences issued by IIM Mumbai, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IIM Mumbai and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to IIM Mumbai for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

#### CLAUSE 34: HIRE OF PLANT & MACHINERY

Deleted

#### CLAUSE 35: CONDITION RELATING TO USE OF ASPHALTIC MATERIALS

Deleted

#### CLAUSE 36: EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Deleted

#### CLAUSE 37: LEVY / TAXES PAYABLE BY CONTRACTOR

- (i) All the taxes including GST applicable in respect of this contract shall be payable by the Contractor and IIM Mumbai will not entertain any claim whatsoever in respect of the same.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the IIM Mumbai and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the IIM Mumbai and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

#### CLAUSE 38: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

- (i) All tendered cost shall be inclusive of all taxes and levies (including GST) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the IIM Mumbai attributable to delay in execution of work within the control of the contractor.
- (ii) 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 IIM Mumbai and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer- In-Charge on behalf of the IIM Mumbai shall have the option of terminating the contract without compensation to the contractor.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

#### CLAUSE 41: NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

Deleted

#### CLAUSE 42: RETURN OF MATERIALS & RECOVERY FOR MATERIAL ISSUED

Deleted

#### CLAUSE 43: COMPENSATION DURING WARLIKE SITUATION

Deleted

#### CLAUSE 44: APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

Deleted

#### CLAUSE 45: RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer- in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

#### CLAUSE 46: INSURANCE

##### 1. Requirements

Before commencing execution of works, unless stated otherwise in the NIT, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's all risk and Third-Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire theft etc.
- e) Any other risk to be covered by insurance as may be specified by the employer in the NIT.

##### 2. Policy in Joint Names of Contractor and Employer

The policy referred to under sub-clause 46(1) above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

### **SPECIAL CONDITIONS OF CONTRACT**

1. The entire work shall be carried out under the supervision of the staff employed by IIM Mumbai.
2. The contractor should take into consideration the relevant standard Specifications of CPWD or ISI coded required for the above referred work and entire work shall be carried out as per the relevant standard specifications or CPWD or ISI codes and byelaws and to the satisfaction of the OSD (IPS) and/or Engineer in charge or his representative.
3. The necessary arrangement for water and electricity for the purpose of execution of this contract shall be made by the contractors without any additional cost. If the same is supplied by the Institute the cost of supply of water and electricity will be deducted from the contractor's running bill (water charge will be 1% of the cost of water consuming items and electricity at the rate of Rs.13.50 per unit of consumption) The contractor must submit separate applications for getting the above facilities from IIM MUMBAI.
4. Cement, steel & other major materials shall be procured by the contractor from approved sources confirming to IS standards. The contractors should make their own arrangement to store the cement at their site of work. Materials shall be stored at site in a secure, dry & lockable facility arranged by the contractor. The contractor will not be allowed to take surplus material out of IIM MUMBAI campus without written approval.
5. The items involving hidden measurement should be executed only after specific approval obtained in writing from the Institute Authorized representative. On confirmation to execute such items the agency must submit the detailed measurements with locations and then only the work to be executed. If the agency fails to submit such detailed measurements before executing the item, the decision of the Institute's Authorized representative will be final & binding on the contractor. Further, no payment will be made if the contractor fails to comply the above.
6. No work shall be carried out on the Institute holidays (including Sat/Sun & other holidays) The work shall be executed during working hrs. of Institute on working days only. For execution of works on holidays/beyond office hrs. specific approval should be obtained by the agency. Permission will be given at the discretion of the Institute Authority. No request for an extension of time on this issue will be entertained.
7. All the works are to be carried out as per relevant IS specifications/PWD red book specifications or as per instructions issued from time to time by OSD (IPS) and/or Engineer in charge or his authorized representative. The work is to be carried out as per specific requirement. The tender for the work shall remain open for a period of 180 days from the date of opening of the tender. The Institute shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any tendered withdrawn his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department and to forfeit the whole of the earnest money if the tenderer whose tender is accepted fails to commence the work specified in the IIM MUMBAI (along with changes in the scope, if any) within fifteen days of issue of work order or abandons the work before its completion.

- 8.** All Electrical works to be carried through licensed electrician.
- 9.** All air conditioning works to be carried out through authorized dealers of specified brands

**Annexure – I**

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS  
AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS,  
UPVC WINDOWS, ROCK WOOL INSULATION AND POLYURETHENE FOAM/ FALSE  
CEILING MATERIAL

Deleted

Annexure – IV FORMAT FOR AFFIDAVIT

I / We have submitted a bank guarantee for the work (Name of work) Agreement No.

\_\_\_\_\_ Dated \_\_\_\_\_ from \_\_\_\_\_ (Name of the Bank with full address) to the IIM Mumbai with a view to seek exemption from payment of performance guarantee in cash.

This Bank guarantee expires on \_\_\_\_\_ I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative up to a period of \_\_\_\_\_ months after the recorded date of completion of the work or as directed by the IIM Mumbai.

I / We also indemnify the IIM Mumbai against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent)  
Signature of Contractor

Note: The affidavit is to be given by the Executants before a first-class Magistrate.

## **SECTION – VI FORMS**

**“FORM-1”**

**LETTER OF TRANSMITTAL FOR TECHNICAL BID**

(On Bidder **Original** Letter Head)

To  
Chief Administrative officer,  
Indian Institute of Management, Mumbai  
Vihar Lake Road, Powai,  
Mumbai 400087

**Subject: Submission of bids for (Name of the Work/ Project)**

Sir,

Having examined the details given in tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed Forms A to H and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize IIM Mumbai to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize IIM Mumbai to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

**Certificate:**

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:  
Seal of bidder

Date of submission: Signature(s) of Bidder(s).

FORM-A

**FINANCIAL INFORMATION**

[To be submitted on Letter Head of Bidder OR Letter Head of CA]

<b>Years</b>	<b>Gross Annual Turnover</b>	<b>Profit loss (After Tax)</b>
2019-2020		
2020-2021		
2021-2022		
2022-2023		
2023-2024		

**Signature of Chartered  
Accountant (with Seal)  
UDIN No.**

**Signature of Bidder(s) (with Seal)**

**Note:** Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached). UDIN No. has to be mentioned in the Certificate. Original Certificate is required to be submitted along with the bid.

FORM- B

**STRUCTURE & ORGANISATION**

(On Bidder Original Letter Head)

S.No.	Particulars	Details Submitted by Bidder
1.	Name & address of the bidder	
2.	Contact Details a) Telephone no. b) Fax no c) Email id d) Website	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) An Individual (b) A proprietary firm (c) A firm in partnership (d) A limited company or Corporation	
4.	Particulars of registration with Government Body (attach attested photocopy)	
5.	Names and titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the Organization	
7.	Has the bidder or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
8.	Any other information considered necessary but not included above.	

**Signature of Bidder(s)**

FORM-C

**FORMAT FOR NO-CONVICTION CERTIFICATE**

[To be submitted on Bidder's **Original** Letter Head]

Subject: No-Conviction Certificate for --- (Name of the work / project)

This is to certify that \_\_\_\_\_(Name of the organization), having registered office at \_\_\_\_\_(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that M/s \_\_\_\_\_(Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

FORM-D

**FORMAT FOR UNDERSTANDING THE PROJECT SITE**

[To be submitted on Bidder's **Original** Letter Head]

To  
Chief Administrative Officer  
Indian Institute of Management, Mumbai  
Vihar Lake Road,  
Powai, Mumbai 400087.  
Subject: Undertaking of the Site Visit for --- (Name of the work / project)

Sir,

I/we hereby certify that I/we have examined & inspected the site & it's surrounding satisfactorily, where the project is to be executed as per the scope of works. I/We are well aware about the following

- Location of the Buildings
- Site clearance and no cutting off the matured trees.
- Topography and contouring of the land where the project is to be executed to understand the cutting & filling during the construction and about depth of column/ foundation below the plinth beam.
- Nature of the ground & sub-soil of the site and accessibility to the site.
- Existing surrounding road level to finalize plinth beam level as per standard norms.
- Location of Existing Sewer line & Water pipe line network to connect the proposed building and allied works to make the building functional.
- Location of existing Electric Sub-Station to supply the electricity for the proposed building and allied works to make the building functional.
- Existing electrical supply line/ substation to connect the proposed building and allied works to make the building functional after taking proper permission and approvals from the concerned Departments
- Position of existing underground & overhead HT/ LT electric lines
- Safety of Surrounding structures during excavation and during execution of work
- Hindrances, if any, which may arise during the execution of work

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project. I / We hereby confirm that no extra/additional cost shall be claimed on above aspects

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

FORM-E

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**[To be submitted on Bidder's Original Letter Head]**

To,  
Chief Administrative Officer  
Indian Institute of Management, Mumbai  
Vihar Lake Road,  
Powai, Mumbai 400087

Subject: No Deviation Certificate for ( name of Work /Project)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

FORM-F

**FORMAT FOR INTEGRITY PACT**

[To be submitted on Bidder's **Original** Letter Head]

To,  
Chief Administrative Officer,  
Indian Institute of Management, Mumbai,  
Vihar Lake Road,  
Powai, Mumbai 400087.

Sub: Integrity Pact for ----- (Name of Work / Project)

Dear Sir,

I/We acknowledge that IIM Mumbai is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at **Enclosure-I**.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIM Mumbai. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM Mumbai shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

Enclosure-I INTEGRITY AGREEMENT

[To be submitted on Bidder's **Original** Letter Head or Stamp Paper]

This Integrity Agreement is made at ..... on this..... day of ..... 20.....

BETWEEN

I I M M u m b a i (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....  
(Name and Address of the Individual/firm/Company) through.  
..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Chief Administrative officer, on behalf of Director, IIM Mumbai (Principal / Owner) has floated the Tender (NIT No. ....) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for.....  
(Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a

substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Mumbai all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIM Mumbai interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (2) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (3) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (4) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### Article 6: Duration of the Pact

- (1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the

Contract has been awarded.

- (2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, IIM Mumbai

#### Article 7: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
..  
(signature, name and address)

2. ....  
(signature, name and

address) Place:

Dated:

FORM-G

**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**

[To be submitted on Bidder's **Original** Letter Head]

To,

Chief Administrative Officer,  
Indian Institute of Management, Mumbai,  
Powai, Mumbai 400087

Subject: Litigation History, Liquidated Damages, Disqualification for ----- (Name of Work /Project)

It is hereby declared that our firm (Name of firm with address-) neither disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any

Department. Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-H**  
**MANUFACTURER'S UNDERTAKING**  
(To be submitted on the Letterhead of the manufacturer)

-Deleted-

FORM-I

**FORMAT FOR SOLVENCY CERTIFICATE SOLVENCY**

**CERTIFICATE**

To,  
Chief Administrative Officer,  
Indian Institute of Management, Mumbai  
Vihar Lake Road,  
Powai, Mumbai 400087

Name of Work: Construction Admission Cell in the Academic Block at **IIM Mumbai**.

.

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

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers for the work “**Construction Admission Cell in the Academic Block at IIM Mumbai.**”

(Signature) For the Bank with  
seal Name:  
Designation:  
Power of Attorney No.:

**Note:**

**Solvency Certificate should be in Original on letter head of the Bank.  
The date of Solvency Certificate shall be after the publication of the tender.**

## FORM-J

**DETAILS OF ANY CIVIL WORK COMPLETED DURING THE SEVEN YEARS**

S.N.	Name of The work & location	Owner or sponsoring organization	Cost of Work (in Crores)	Date of Commencement as per Contract	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration cases which are over and Litigation/Arbitration cases pending/ in progress with details	Name & address/ telephone number of Executive Engineer/ Project Manager or equivalent to whom reference shall be made	Remark / Reasons for Delay and compensation charged if any
1	2	3	4	6	7	8	9	10	11
DETAILS OF SIMILAR ELIGIBLE CIVIL WORK COMPLETED DURING THE SEVEN YEARS									
1.									
2.									
3.									
4.									
5.									
DETAILS OF WORKS FOR "SOLAR HEATING SYSTEM"									
1.									

(Signature of Bidders)

## **SECTION– VII APPENDIX**

## **APPENDIX-I**

### **BANK GUARANTEE FORMAT FOR EMD**

WHEREAS, M/s ..... having their Registered/Head Office at ..... (hereinafter called "the Bidder") has submitted his Bid dated ..... for the ..... [hereinafter called "the Bid"] to IIM Mumbai (hereinafter called the Employer)

KNOW ALL PEOPLE by these presents that we ..... (Name of the Bank) having our head office at ..... (hereinafter called "the Bank") are bound unto Employer in the sum of ..... for which payment well and truly to be made to the Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... month ..... year.

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified;
- OR
2. If the Bidder having been notified of the acceptance of his bid by ..... during the period of Bid Validity:

We undertake to pay to the ..... up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Bidder will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date ..... after the deadline for submission of Bids as is stated in the instructions to Bidders or as it may be extended by the ..... notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein

- i) Liability under this guarantee shall not exceed .....
- ii) This bank guarantee shall be valid upto ..... and;
- iii) Our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of the guarantee on or before ..... **(Indicate a period twelve months after the date of issue of Bank Guarantee).**

DATE:  
(Signature of Witness)

**SIGNATURE:**  
**SEAL**



**INDIAN INSTITUTE OF MANAGEMENT MUMBAI**

**Vihar Lake Road, Powai, Mumbai**

**400087**

**TENDER DOCUMENT FOR**

**Appointment of Execution agency/Contractor for Create an Admission Cell in  
the Academic Block at IIM Mumbai.**

**NIT No.: IIMM/IPS/CONT/2025-26 Date: 13.08.2025**

**Invited By**

**Chief Administrative officer,  
Indian Institute of Management Mumbai  
Vihar lake road, Powai, Mumbai 400087**

**August 2025**

**Volume II  
Financial Bid**

**Name of  
work:**

**Appointment of Execution agency/Contractor for Create  
an Admission Cell in the Academic Block at IIM Mumbai**

**Price Schedule**

Sr. No.	Particular	Quantity	Unit	Rate Incl. GST	Amount Incl. GST
	Section I – Civil Works				
1	Providing and fixing aluminum extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	10.00	Each		
2	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.				
3	Two coats	250.54	SQM		

4	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, panelling and dash fasteners to be paid for separately) :</p>				
5	Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	1312.88	KG		
6	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)				
7	Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	147.00	KG		

8	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminium doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge. for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)				
9	Pre-laminated particle board with decorative lamination on both side	125.13	SQM		
10	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item):				
11	With float glass panes of 8 mm thickness (weight not less than 20 kg/sqm	83.42	SQM		
12	Providing and laying of vinyl flooring carpet of approved make and shade over existing vitrified tile surface, including proper cleaning of the surface, application of suitable adhesive, pressing and levelling the vinyl sheet/carpet for bubble-free installation, trimming the edges neatly, and finishing complete as per the direction of Engineer-in-Charge	234.74	SQM		

13	Providing and applying frosted film (matte finish) of approved make and pattern on existing glass surfaces, including cleaning of surface, cutting to size, pasting with appropriate adhesive, removing air bubbles with squeeze tools, trimming edges, etc., complete in all respects as directed by Engineer-in-Charge.	83.42	SQM		
14	Providing and installing copper piping (suction and liquid lines) with appropriate insulation, necessary electrical wiring, and drain piping for split-type Air Conditioning system, including required civil works such as wall/floor chiseling, concealing of drain and copper pipes at appropriate slope, surface plastering and finishing to match existing surfaces. Scope also includes servicing of AC units with gas filling, testing, commissioning and ensuring proper functioning of the system — all complete as per site conditions and engineer-in-charge instructions.	10.00	Each		
15	Providing and fixing concealed lock in aluminium door shutter including necessary cutting, chiseling, fitting, and fixing with all required hardware. Also providing and fixing 2 nos. aluminium/stainless steel handles of approved design on both sides of the shutter with necessary screws and supports, complete in all respects as per direction of Engineer-in-charge.	9.00	Each		
	<b>Sub Total (A)</b>				

S.NO	DESCRIPTION OF WORKS	QTY	UNIT	UNIT RATE INCL. GST	AMOUNT INCL. GST
	<b>Schedule II – Electrical Items</b>				
1	Supply, Installation, Testing & Commissioning of Distribution Boards recessed in walls/partitions, complete with MCBs/Isolators/ Bus bars and interconnections. no fabricated DBs shall be allowed. Only DBs of specified makes as per list of materials. shall be used (DOUBLE DOOR IP42 Type)				
	TPN as follows (Lighting/ Raw Power)	1	Each		
	Incomer 40/63A, TPN MCB - 1Nos.				
	40A, 2P RCBO -3Nos.				
	Outgoing 16A/20A/25A SP MCBs -18 nos.				
	TPN as follows (ACDB)	1	Each		
	Incomer 63A, TPN MCB - 1Nos.				
	63A, 2P RCBO -3Nos.				
	Outgoing 16A/20A/25A SP MCBs -12 nos.				
	SPN DB ( UPSDB)/ RAW DB 1 USP , 1 Raw	1	Each		
	Incomer 40A DP MCB - 1 No.				
	Outgoing 10 A/16A SP MCBs -6 Nos.				
2	Suply and installation of 8-way, TPN, Double Door, Metal type, with Plain / Transperant Door (As approved by client / consultant / architect), Lighting Distribution Board (LDB), surface / flush mounted on wall, interconnected wiring complete with earthing lugs, including DB wiring dressing with ferruling, termination of circuits with ping type copper lugs, blank plates, etc. housing following switchgears : (Schneider / Hager / Siemens / Legrand make as				

	approved by client / consultant)				
	(Note :- DB size & type selection shall be done with reference to the total number of modules / poles available in the DB which shall be suitable for housing of below mentioned switchgears & components forming a complete set.)				
	1 no., 63/40A, FP MCB, "C" curve type as incomer				
	3 no.s, 63A, DP RCCB with sensitivity of 100mA, as sub-incomer				
	18 nos, 10/16A, SP, MCB, "C" curve type as outgoing 2 nos. of 25A DP MCB, "C" curve type as outgoing				
	Full Set as above	1	Nos.		
3	Supply and installation of 6-way, TPN, Double Door, Metal type, with Plain / Transperant Door (As approved by client / consultant / architect), Raw Power / AC Power Distribution Board (RPDB / ACPDB), surface / flush mounted on wall, interconnected wiring complete with earthing lugs, including DB wiring dressing with ferruling, termination of circuits with ping type copper lugs, blank plates, etc. housing following switchgears : (Schneider / Hager / Siemens / Legrand make as approved by client / consultant)				

	(Note:- DB size & type selection shall be done with reference to the total number of modules / poles available in the DB which shall be suitable for housing of below mentioned switchgears & components forming a complete set.)				-
	1 no., 63/40A, FP MCB, "C" curve type as incomer				-
	18 nos, 10/16/25/32A, SP, MCB, "C" curve type as outgoing				-
	Full Set as above	1	Nos.		
					-
4	Point wiring : -Supply & Installation of concealed / ressed / surface light point / ceiling fan point / call bell point wiring through PVC conduits 25mm/20mm dia of 16 SWG wall thickness as IS 9537 part III, laid concealed over false ceiling or in wall chases or on the ceiling in case of an open ceiling with 2 Nos. of 1.5 sq.mm & 1 no. of 2.5 sq. mm (for earth) PVC insulated Copper Conductors with approved make modular type switch plate, switches complete with concealed back box, etc as required & as approved by the consultant with all accessories as detailed in specification. The switch boxes shall be flush mounted with partition works or as directed by the architects & shall done co-ordination with interior furniture works. The drops to the switch board shall be concealed. The rate shall include circuit wiring from DB to switch & switch board to switch board. The ceiling rose shall be of three plate.				
	NOTE :- 1. Only FRLS wire shall be used; 2. Conduit carrying circuit wiring should not carry point wiring and Conduit carrying point wiring				

	should not carry submain/circuit wiring; 3. Flexible conduits & Elbows are not allowed; 4. The wires from ceiling junction to light points / light fixture shall be drawn in flexible conduit with adptor & cover for junction box & crimp type lugs at both the ends alongwith necessary hardware & accessories, etc. as required; 5. Proper ferrules, lugs, must be used in all cabling and wiring on both load / source end; 6. Each switch board must be provided with respective ferrules representing the respective DB, Phase & Circuit numbers;				
	7. Looping of Neutral / Earth wire between two seperate Primary / Full Points is strictly not allowed; 8. Looping of Neutral / Earth wire between two seperate circuits on similar or other phase is strictly not allowed; 9. Ferulling / numbering / tagging to wires with circuit number & db name for all lighting & raw / ups power shall be strictly followed at both DB & switch board / switch socket boards ends.10. UPS Light points @ 10% of the area				
a	For primary light points/Fan points: Primary light points including the cost of 5A switch (Note:- Light Points which are controlled by Occupancy / Movement / Dual Channel Sensors, the wiring shall be routed through the respective sensor as required.)	75	Nos		
b	For Secondary light points: Looped from the above point	20	Nos		
c	For Independent 6A plug points with 6A 3 pin switch socket combined	10	Nos		
d	For 6A switch socket 3 pin combined on the lighting switch board.	5	Nos.		

e	(49W) (2' X 2') FULL GLOW LED Mirror optic Light fixture. The fitting shall be surface mounted / to be hanged from the ceiling at the height approved by architect. (PHILIPS Cat No.: -36W LED 6K Product Code: Equivalent in PHILIPS / CGL / WIPRO / GE make)	40	Nos		
f	(16-18 W) LED Spotlight flush mounted Light fixture. (PHILIPS Cat No.: - BBS170 1XDLED -5000 PSU WH LED Downlighter Eco Version- LED DL 18W LED 6K Product Code: LHOD00118674 / Equivalent in PHILIPS / CGL / WIPRO / GE make)	10	Nos.		
5	Supply, installation, testing & commissioning of 20/25A A.C. plug sockets with 3 pin Top, housed in metal board with 25A SP MCB, Make MDS/Siemens/Haggar	4	Nos.		
6	Supply installation, testing & commissioning of 63 DP MCB in MS Box. Make MDS/Siemens/Haggar UPS out	1	No.		
	SUM TOTAL OF SECTION B : - ELECTRICAL PANELS, DB's, CABLING, LIGHTING & EARTHING WORKS				
	SECTION : - COMPUTER WIRING				
1	Supply and laying Raceways / MS Conduits (for under floor trenches / On trays) on existing flooring. Raceways / MS conduits shall be fixed to the flooring with GI clamps for finished levels as per the site conditions or through partitions with all accessories. The rate shall include preparation of trenches of required sizes by carefully removing the malwa on existing floor for laying Raceways/conduits for power,				

	data, telephone cables etc. The depth of the trenches shall be at least 2 inches from the finished floor level or upto RCC of the slab. The rate shall include the cost of the Raceways/conduits.				
	The rate to include making trenches for raceways by cutting existing flooring/ walls, breaking the flooring & mortar and removal of debris. Providing necessary base for raceways with 1:3:6 P.C.C & filling the trench with 1:2:4 IPS with proper cement gutai & curing etc. The rate shall also include the activity of clearing the debris generated from the preparation of trenches & filling the same with PCC for floors / POP Punning on walls including all accessories, bends, pullwires etc complete but excluding the floor mounted junction boxes which shall be paid separately under relevant item. The metal/PVC conduits/Raceways shall be earthed with copper earthing clips at suitable intervals the distance between the data conduits & power conduits shall be maintained at atleast 6" apart.				
d)	40mm PVC conduits for power & telephone & security alarm HMS to be laid cancelled / surface in / on wall / floor as required as per the above mentioned specifications	20	Mtr		
e)	25mm PVC conduits for power & telephone & security alarm HMS to be laid cancelled / surface in / on wall / floor as required as per the above-mentioned specifications	100	Mtr		
f)	20mm PVC conduits for power & telephone & security alarm HMS to be laid cancelled / surface in / on wall / floor as required as per the above-mentioned specifications	50	Mtr		
2	Supplying and laying of PVC insulated copper conductors through already laid PVC	1	Lot		

	conduit.				
3	S & I of point wiring for UPS or stabilized power plug points on workstations / table for computers using 3 X 2.5 Sqmm copper conductor PVC wires pulled through already laid floor conduits /raceways and taken upto table top using PVC rigid or flexible conduits run within wooden/metal partitions. Each point consisting of 3nos of 6A, 3 pin sockets & 1 No 16A switch above table wired together forming one point	15	set		
4	S & I of point wiring for Raw power plug points on workstations / table using 3 X 2.5 Sqmm copper conductor PVC wires pulled through already laid floor conduits /raceways and taken upto table top using PVC rigid or flexible conduits run within wooden/metal partitions. Each point consisting of 1no. of 6A , 3 pin sockets & 1 no. 6A switch wired together forming one point	15	set		
5	Supply & Installation of G.I. Cable tray with all other accessories & ceiling supports as below : Ladder Type				
	Supplying & fixing of 2mm thick G.I. Perforated type cable Trays of Asian /Profab Engineers approved make. The cable tray shall be fixed to the ceiling / wall with MS angle support with 35mmx2mm thick GI slotted 'C' channel patti at an interval of 1 meter or the MS angle iron fabricated support depending upon the location. The rate shall include the cost of Supports, hardware & accessories, etc. complete as required.				
a	Cable Tray :- 150 mm wide x 50 mm height x 2mm thick.	10	Mtr		

b	Cable Tray :- 300 mm wide x 300 mm height x 2mm thick.	10	Mtr		
	Casing & Capping				
1	Providing & Fixing of 1" PVC Cassing Patti.	150	Mtr		
2	Providing & Fixing of 2" x 2" PVC Cassing Patti. ( 60 x 45 mm Pvc Trench )	150	Mtr		
8	SITC of Data Networking (Cat-6 Cable) including all fittings i.e., I/O, plate, 9U Rack	1	Lumpsum		
	<b>Sub Total (B)</b>				
	<b>Total Amount Incl. GST (A+B)</b>				

We hereby ready to execute the work on item rate basis.

Total tender amount quoted in figure ₹ \_\_\_\_\_

Total tender amount quoted in words ₹ \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Contractor  
Engineer**

**Officer on Special Duty  
(Infrastructure Planning & Support)**