



INDIAN INSTITUTE OF MANAGEMENT MUMBAI

Vihar Lake Road, Powai, Mumbai 400087

TENDER DOCUMENT FOR

**Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM
Mumbai Campus with Associated Civil, MEP & Finishing Works**

NIT No.: IIMM/IPS/CONT/2025-26/007 Date: 21.04.2026

Invited By

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

April 2026

**Volume I
Technical Bid**

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NOTICE INVITING e-TENDER (NIT)

NIT No. IIMM/IPS/CONT/2025-26/007

Dated: 21.04.2026

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

Name of Work / Project	Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM Mumbai Campus with Associated Civil, MEP & Finishing Works
Site / Location	IIM Mumbai, Vihar Lake Road, Mumbai.
Website for Viewing tender/Corrigendum/ Addendum	http://iimmumbai.ac.in and https://eprocure.gov.in/eprocure/app
Website for Procurement, Downloading & Uploading/ Submission of tender documents/ Corrigendum's/ Addendums	https://etenders.gov.in/eprocure/app (Central Public Procurement (CPP) Portal)
Estimated Cost of Work	Rs. 1,82,14,878.94/- Including GST.
Cost of Tender Document	Rs. 5,900/- (Incl. GST) (Non-Refundable) to be paid in the form of NEFT/RTGS in the favor of IIM Mumbai in the following account before the last date of technical bid submission. In case the bidder is registered MSE/MSME, Exemption shall be given (valid Udyam registration Certificate shall be submitted by bidder). 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 3,65,00,000/- EMD shall be deposited in the form of Account Payee NEFT/RTGS, Fixed Deposit Receipt, Bank Guarantee from nationalized/ scheduled commercial banks safeguarding the purchaser's interest in all respects in favor of "IIM Mumbai". In case the bidder is registered MSE/MSME, Exemption shall be given (valid Udyam registration Certificate shall be submitted by bidder).
Project Completion Period	Overall, 60 days from the Date of award of work including Monsoon.
Validity of Bid/Tender	180 Days
Pre-Bid Meeting	No, the bidder may send their Pre-bid queries in writing on osd.ips@iimmumbai.ac.in & rohitpatil@iimmumbai.ac.in at least 3 days before the Bid submission date.
Date Of publishing of NIT	<u>21.04.2026 on below mentioned portals</u> http://www.iimmumbai.ac.in and https://eprocure.gov.in/eprocure/app
Last Date for sending Prebid Queries	23.04.2026 up to 13.00 Hrs. (Queries received shall be given)
Last date & time of Procurement/ download of tender Document	02.05.2026 up to 15.00 Hrs..
Last date & time for online submission of Technical & Financial Bid.	02.05.2026 up to 17.00 Hrs.

Online Opening of Technical Bid.	04.05.2026 up to 11.30 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.iimmumbai.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**

SECTION- I

INSTRUCTIONS TO BIDDER

Name of work : Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM Mumbai Campus with Associated Civil, MEP & Finishing Works

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/e procure/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/e procure/app>.

Registration

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/e procure/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 Percentage Rate in Schedule of Quantities. 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.

**Chief Administrative Officer
IIM Mumbai**

SECTION- II

SELECTION AND QUALIFYING CRITERIA

QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

1. SITE VISIT

Intending Bidder(s) are advised to inspect and examine the site at his own cost and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground & sub-soil (so far as is practicable), the form & nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. No extra charge consequent on any misunderstanding or otherwise shall be allowed.

The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

Site visit is to understand the actual scope of work, site condition, details & levels of already constructed structure & balance works to be done and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The site visit may be conducted by the bidder any time before the last date of submission of the bid. Before site visit, the bidder may request at email ID mentioned in NIT for site visit mentioning the date & time of visit. Accordingly, it is advised to bidders to visit the site with proper authorization letter of bidder representative from Bidder Company/ agencies. Bidder representative will submit the authorization letter to IIMM representative.

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).

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			
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/Private 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" shall mean construction of a			

	temporary structure or erection of a structural shed on any plot including Civil, MEP, HVAC system all complete, completed within India during the last seven (7) years, reckoned from the last date of submission of the bid. 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.			
q)	The bidder should be empaneled with any State/ Central Government Organization/ PSU in India. (Documentary Proof shall be furnished)	NA		

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.

SECTION- III

SCOPE OF WORK

3. DETAILED 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.

Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM Mumbai Campus with Associated Civil, MEP & Finishing Works

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, preparing & making all GFC & As built drawings along with fabrication & shop drawings 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 shall be as per the CPWD Specifications 2019 vol I & vol. II. 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

1) Defect liability period for 2 Years thereafter for all the works.

SECTION- IV

TECHNICAL SPECIFICATION

4. 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 2019 vol. I & vol. II 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.

7.0 APPROVED VENDORS AND MAKES:

Acceptable makes of materials to be used in the work are enclosed (APPENDIX 2). 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.

SECTION- V

GENERAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

<p>Definitions</p>	<p>1.</p>	<p>The Contract 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.</p>
	<p>2.</p>	<p>In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -</p> <ol style="list-style-type: none"> i. “Client/ Employer” shall mean “Director, Indian Institute of Management Mumbai” having address at 1st Floor, NITIE Admin Block, Powai, Mumbai, IIM Mumbai, Vihar Lake Rd, Maharashtra 400087 & include their successors & permitted assigns as well as their authorized officer / representatives, for execution of the Work / Project as mentioned in NIT. ii. “Principal Client Owner” shall mean “IIM Mumbai” having their office at Powai, Mumbai & include their successors & permitted assigns as well as their authorized officer / representatives, for execution of the Work / Project as mentioned in NIT. iii. The expression works or work 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. iv. The Site 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. v. The Bidder 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. vi. The Engineer-in-Charge 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. vii. Accepting Authority shall mean the authority mentioned in NIT. viii. Tenderer / Bidder shall mean the firm/party who intends to participate in this Notice Inviting Tender. ix. Excepted Risk 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

		<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. Market Rate shall be the rate as decided by the Engineer- in- Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in NIT to cover, all overheads and profits.</p>
		<p>xii. Schedule(s) 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. District Specifications shall mean the specifications followed by the State Government in the area where the work is to be executed.</p> <p>xiv. The Contractor/Successful Bidder 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. Tendered value means the value of the entire work as stipulated in the letter of award.</p> <p>xvi. Date of commencement of work: 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>
Scope and Performance	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.
Works to be carried out	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.
Sufficiency of Tender	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) rates & prices 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.
Discrepancies and Adjustment of Errors	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.
Signing of Contract	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 Engineer In charge who shall decide what is to be followed.

2 AUTHORITIES, NOTICES AND PATENTS- The contractor shall conform 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 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 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 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 Engineer in charge samples of materials proposed to be used in the work. The 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 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 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 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 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 relive the contractor from the full and entire responsibility of the contract of 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 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/ 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 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 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 Engineer in charge and their decision shall be final and binding on the contractor.

11 MEASUREMENT OF WORK- The 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/ 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 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 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 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 15th and 30th 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 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 in- sufficiency's in the works or materials which a reasonable examination would not have disclosed. No certificate of the 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 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. 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 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 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 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 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 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 in 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 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.

GENERAL CONDITION OF CONTRACT CLAUSES OF CONTRACT

Clause 1: Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', 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 Schedule 'F' 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 schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government 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 Government to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets 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.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India 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 President of India 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.
- (iv) 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 the President of India. On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer- in charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of 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 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate

Clause 1A: Recovery of Security Deposit

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit

Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above 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 Government 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 Government 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 there from, or from any sums which may be due to or may become due to the contractor by Government 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 or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, 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 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. 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.

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 in terms of clause 5 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 under Clause 5.5) as well as any extension granted under clauses 12 and 15, 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 accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

(i) With maximum rate 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.

(ii) With maximum rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and upto one year.

(iii) With maximum rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six months.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. 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.

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: Compensation for Delay

For Maintenance Works estimated cost upto Rs. 25 Lacs If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period 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 accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

- (i) If there is no hindrance, compensation shall be levied if work is incomplete.
- (ii) If site is not available there will be no compensation.
- (iii) If there is partial hindrance, then engineer- in - charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.

(ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six months and up to one year.

(iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work 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 stipulated date of completion. 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. The compensation for delay, if not decided before the determination of contract, shall be decided after 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.

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, not following safety norms , 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 Government 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 Government.

(vi) If the contractor shall enter into a contract with Government 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 Government 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, sublets (engagement of labour on a piece-work basis or of labour 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.

(xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the President of India 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 If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable 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.

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 months 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 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 Clause 3

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. 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 (i) As soon as possible but within 7 (seven) working 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 ',

the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working 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 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.

(ii) In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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) any other cause like above which, in the reasoned opinion 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 but shall nevertheless use constantly his best endeavours 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 the Department or for any reason / event, for which the Department is responsible, 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.

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.

5.4 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 or Form of application by the contractor for seeking extension of time (Appendix -XVI) 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 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.

5.4.1 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. E-in-C shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 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.

5.5 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 5A: Time is the essence of the contract (For Maintenance works estimated cost upto Rs. 25 Lacs)

The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. 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.

Clause 6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month.

In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI(Request for Inspection)online for approval by Engineer-in-Charge or his/her authorised representative. The contractor shall create EMB for the approved RFIs and take printout of EMB having pages of A-4 size duly bound with its pages machine numbered. This online printed EMB shall be submitted in triplicate through letter of transmittal to the Engineer in- Charge giving details of number of EMB and there number of pages by 20th day of every calendar month.

All such monthly measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, if after verification by the Engineer-in-charge and/or his/her authorized representative, any change is required, then the same shall be done by the Engineer-in

charge and/or his/her authorized representative in CMB/CLB under the dated initials signature, name and designation of the person seeking the change in all the three copies of proforma CMB/CLB. All changes are to be finally authorized by the Engineer-in-Charge. Thereafter one copy of the corrected and authorized proforma CMB / CLB shall be sent by the Engineer in-charge to the contractor and another copy shall be sent by the Engineer-in-Charge to his/ her authorized representative and the third copy shall be retained by the Engineer-in-charge in his office. The contractor shall then have to submit final CMB / CLB without any corrections to the Engineer-in-Charge who shall get it cross checked from the corrected and authorized proforma CMB / CLB.

In case of EMB, if after verification by the Engineer-in-Charge or his/her authorized representative, any change is required, then Engineer-in-Charge or his/her authorized representative seeking the change shall return the online rejected measurement(s) to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer- in- Charge or his / her authorised representative. The contractor shall create EMB for the approved RFI, submit printout of the final EMB, having pages of A- 4 size, without any correction and shall get it cross checked from the online record of measurements available on ERP Portal.

Once the Engineer-in-charge is satisfied that CMB / CLB /EMB is free from any corrections, modifications, over-writings, and insertions etc., he shall assign a number in continuation to the existing series of CMB / CLB /EMB of his office as per register of CMBs / CLBs / EMBs maintained in his Division office and intimate the assigned serial number of the CMB / CLB /EMB to the Contractor.

If the contractor fails to submit the CMB /CLB / EMB along with abstract of measurements for the work done continuously for two months, then the Engineer-in-charge shall get the executed work measured ex-parte after giving a notice of seven working days to the contractor in writing either through site order book or any other mode of correspondence. The ex-parte measurements so undertaken by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC.

Resources deployed by the Engineer-in-charge for ex-parte measurements, subject to minimum of Rs 7500.00 per such two-monthly cycle of ex-parte measurement, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte measurements shall be sent to the contractor for his record.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer in-Charge or his/her representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his/her authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his/her authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent

being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his/her authorized representative may cause either themselves or through another officer of the department to check the measurements/levels recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements/ levels of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause 7: Payment on intermediate certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the 7th day of every calendar month of the measurements recorded upto previous month as per clause 6. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor.

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

If the contractor fails to submit the bill for the work done upto defined date continuously for two months, then the Engineer-in-charge shall get the bill prepared ex-parte after giving a notice of seven working days to the Contractor in writing either through site order book or any other mode of correspondence. The ex-parte bill so prepared by the Engineer-in-Charge shall be final and binding on the Contractor and shall be outside the purview of Clause 25 of this GCC. In the event of preparing the bill by the Engineer-in-Charge, no claims whatsoever due to delays on payment including that of interest shall be admissible to contractor.

Resources deployed by the Engineer-in-charge for ex-parte preparation of bill, subject to minimum of Rs 5000.00 per such two monthly cycle of ex-parte bill, shall be at the risk and cost of the contractor and shall be recovered from his bill. A copy of such ex-parte bill shall be sent to the contractor for his record.

In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim

payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum The Engineer-in-Charge in his sole discretion contractor a simple interest @ 10% (ten percent) per annum on the advance payment made to the contractor, shall be paid to the Government from the date of expiry of prescribed time limit.

Payments in composite Contracts

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Clause 7B: Payment to third party

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions.

(a) The contractor gives an authority letter addressed to the engineer-in-charge on a non judicial stamp paper of Rs.100 in the format given below.

I/We authorize the Executive Engineer, Division, CPWD to pay directly on my/our behalf to (name of the third party) an amount of Rs.....(Rupeesin words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number.....

Signature of the contractor

(b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

Clause 8: Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof

Clause 8A: Contractor to keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in Charge shall give ten days notice in writing to the contractor.

Clause 9: Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account.

of quantity and/or rates shall be paid at approved quantity and/or rates by the Engineer-in Charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

Clause 9A: Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim

preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis the President of India.

Clause 10A: Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

The contractor shall, at his own expense and without delay; supply to the Engineer-in Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Clause 10 B: Secured Advance on Materials

(i) The contractor, on signing an indenture in the form to be specified by the Engineer in Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the work, whichever is lower, which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Clause 10 C: Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)

If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

Clause 10CC: Payment due to Increase / Decrease in Prices/ Wages after Receipt of Tender for Works (DELETED)

Clause 10 D: Dismantled Material Govt. Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

Clause 11: Work to be Executed in Accordance with Specifications, Drawings, Orders etc

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall, at his own cost, prepare all conceptual and GFC drawings in accordance with the Client's requirements, along with detailed shop drawings, fabrication drawings, and as-built drawings. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12: Deviations/ s Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.

12.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work,

bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviation, Extra Items and Pricing

Extra items are those which are not available in the contract.

For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.

For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

12.3 Deviation, Deviated Quantities, Pricing

All the deviated quantities shall be paid at agreement rates.

12.4 The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

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) Government 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) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, 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) 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.

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets 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 Government 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 Government 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 minimum 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 working 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 working 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.

(iii) 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 Government, 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 Government 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 department 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 Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government 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 Government or where it affects whole of the works, as an abandonment of the works by Government, 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 Government, 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 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 the Department or any organization engaged by the Department 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 Department 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 schedule 'F' 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.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

Clause 18: Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. 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 portions thereof.

Clause 18A: Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Government will recover from the contractor , the amount of the compensation so paid: and, , without prejudice to the rights of the Government under sub- section(2) of section 12 , of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 18B: Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Clause 19: Labour Laws to be complied by the Contractor

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent 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 eighteen years shall be employed on the work.

Clause 19 B: 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 Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage 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 there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Government 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 as decided by the authority mentioned in Schedule F 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

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

Clause 19F

Leave and pay during leave shall be regulated as follows:-

1. Leave:

- (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage

2. Pay:

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G:

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, 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 as decided by the authority mentioned in Schedule F 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 percent 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 as per 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 said 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 19H

The contractor(s) shall at his/their own cost arrange appropriate accommodation for his/ their labour employed which should have proper doors windows, ventilation, water supply, drainage, & sanitary installation etc.

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 have 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.

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 Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Clause 19 K: 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 CPWD Training Institute/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, its 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 specified in schedule 'F' 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.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Clause 19 L: Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order

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 there under 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 Government 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 President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government 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 Government 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: Life Cycle cost

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty-five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debaring of the agency shall be taken by the appropriate authority.

Clause 25: Settlement of Disputes by Conciliation and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be

dealt with as mentioned hereinafter.

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) Number of Arbitrators: If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

(b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

(c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), *ibid* in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply

25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.

25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

25.8 Terms of reference:

The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

Clause 26: Contractor to indemnify Govt. against Patent Rights

The contractor shall fully indemnify and keep indemnified the President of India 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 Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the President of India 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 state 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

(i) 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 Government 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 Government 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 Government 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 the Government 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 Government will be kept withheld or retained as such by the Engineer-in-Charge or Government 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 Government 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.

(ii) Government 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 Government 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 Government to the contractor, without any interest thereon whatsoever.

(iii) 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

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 the Government or any other contracting person or persons through Engineer-in Charge against any claim of the Engineer-in-Charge or Government 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 Government 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 Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government 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: Water for Works

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.

Clause 31: Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

Clause 32: Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

(iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months :

The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

Clause 33: Levy/Taxes payable by Contractor

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

(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 Government of India 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 Government of India 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 34: Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

(i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and

properly pays such increased amount of taxes/ levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(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 Government and/or the Engineer-in-Charge 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, or variation or repeal of such 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 35: 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 President of India shall have the option of terminating the contract without levy compensation to the contractor.

Clause 36: If relative working in CPWD then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.

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

Clause 37: No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 38: Theoretical consumption of Material

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement &

bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer in Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor

(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Clause 39: Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

Clause 40: Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 41: Release of Security deposit

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

Note :- In case of any discrepancies between Hindi and English version, English version will prevail.

SECTION- VI

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. The entire work shall be carried out under the supervision of the staff employed by IIM Mumbai.
2. **Project completion period should be Overall, 90 days from the Date of award of work including Monsoon.**
3. The contractor shall, at his own cost & get the same vetted by IIT Bombay/ VJTI/ any govt. recognized institute prepare all conceptual and GFC drawings in accordance with the Client's requirements, along with detailed shop drawings, fabrication drawings, and as-built drawings. (all cost is deemed to be included in the quoted price & to be borne by the contractor.)
4. The contractor shall not sublet, assign, or transfer the whole or any part of the work under this contract. Participation through any form of joint venture, consortium, partnership, or association with another entity is strictly prohibited. Any violation of this condition shall render the contract liable for immediate termination, and the Employer shall be entitled to take appropriate action as per the terms of the contract.
5. The exact location of the work shall be communicated to the successful bidder after the award of the Contract.
6. 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 Engineer in charge or his representative.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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 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.

12. All Electrical works to be carried through licensed electrician.

13. All air conditioning works to be carried out through authorized dealers of specified brands

1.0 SPECIAL CONDITIONS OF CONTRACT

The Special Condition of Contract (SCC) shall be followed by the Contractor in addition to the General Condition of Contract (GCC) of tender document. The following General Condition of Contract of this tender are modified/added as detailed below. In case of any discrepancy between GCC and SCC, the SCC will succeed over GCC.

Clause No.	Description	Applicability/Modified/ Added
GENERAL RULES AND DIRECTIONS		
5	Chief Administrative Officer, IIM Mumbai	
8	Schedule of Materials to be issued to the Contractor	Not Applicable
DEFINITIONS		
Added	'Principal Client/ Owner/ Employer' means IIM Mumbai	
2(iii)	Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM Mumbai Campus with Associated Civil, MEP & Finishing Works	
2(iv)	Site / Location Means IIM Mumbai, Vihar Lake Road, Powai, Mumbai	
2 (vi)	Engineer-In-Charge Will be intimated to the successful Bidder at the time of issue of Notice to Proceed the works.	
2 (vii)	Accepting Authority Chief Administrative Officer, IIM Mumbai	
2 (x)	Market Rate Percentage on cost of materials and labour to cover all overheads and profits	15% (Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.)
2(xi)	Standard Schedule of Rates Schedule of Rates (Civil) Schedule of Rates (Electrical)	DSR 2023 DSR (E&M) 2022 or latest DSR with latest correction slips

Clause No.	Description	Applicability/Modified/ Added
2(xvi)	Date of Commencement of work	Within 7 days after date of award of Work
CLAUSES OF CONTRACT		
Clause 1	<p>Performance Guarantee Performance Guarantee.</p> <p>Performance guarantee if contractor quotes abnormally low Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance.</p> <p>Validity of Performance Guarantee</p> <p>Return of Performance Guarantee</p>	<p>Applicable 5% of Tendered Value</p> <p>Not Applicable</p> <p>15 days</p> <p>The Performance Guarantee shall be initially valid 60 days beyond the stipulated date of completion plus 1 year claim period beyond that.</p> <p>Soon after the completion & commissioning of works and issuance of the completion certificate.</p>
Clause 1A	Security Deposit	Applicable 5% of Tendered Value
	Release of Security Deposit	50% after Successful completion of one year of Defect Liability period. 50% after Successful completion of Two year of Defect Liability period.
Clause 2	Compensation for Delay	Applicable and Modified Timely completion of the work is very much/strictly essential due to time constraints 0.50% of the total project cost per day. (Maximum up to 10% of the Project Cost)
Clause 2A	Incentive for Early Completion	Not Applicable
Clause 5	Time and Extension for Delay	Applicable
	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days
	Stipulated time of completion of project	As Mentioned in NIT
Clause 7	Payment on Intermediate Certificate to be Regarded as advance	Not Applicable
New Clause 7A (Added)	Payment	<p>It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between IIM Mumbai and the Contractor; the contractor shall become entitled to payment only by the IIM Mumbai for the work done by the contractor after certification from IIM MUMBAI. Any delay in the release of payment by the client/ Owner/ Funding Agency to the contractor shall not entitle the contractor to any compensation/ interest from IIM MUMBAI.</p> <p>All payments shall be released by way of e-transfer through NEFT / RTGS in India directly at their Bank account by IIM</p>

Clause No.	Description	Applicability/Modified/ Added
		Mumbai.
Clause 10	Materials Supplied by IIM MUMBAI	Not Applicable
Clause 10A	Materials to be Provided by Contractor	Applicable In addition, the contractor shall get the testing of materials from NABL accredited Laboratory and carry out the tests in presence of IIM MUMBAI Officials during the normal working hours.
Clause 10 B(ii)	Mobilization Advance	Not Applicable
Clause 10 B(iii)	Plant Machinery & Shuttering Material Advance	Not Applicable
Clause 10 B(iv)	Recovery of Mobilization advance	Not Applicable
Clause 10 C	Payment on Account of Increase in Price / Wages due to Statutory Order	Not Applicable
Clause 10 CA	Payment due to Variation in Prices of Materials after Receipt of Tender	Not Applicable
Clause 10 CC	Payment due to Increase / Decrease in Prices / Wages (Excluding Materials covered under Clause 10 CA) after Receipt of Tender for Works	Not Applicable
Clause 11	Works to be Executed in Accordance with Specifications, Drawings, Orders etc. Specifications to be followed for execution of work	Applicable The following is added: All works are to be executed in accordance with the specifications, drawings. Details of items & specifications mentioned elsewhere etc. given with this tender document and after vetting of design/drawing by IIT/NIT/GEC (to be engaged by contractor at their cost & risk). In case specification of any item is not clear, CPWD Specifications 2019 Vol. I to II with up-to-date correction slips issued on the last date of submission of tender for Civil work is applicable.
Clause 12	Deviations / Variations Extent and Pricing	Only first paragraph "The Engineer in charge----- work except as hereafter provided" will be applicable. Second paragraph "the completion cost---- of tendered amount" will be omitted.
	Clause 12.1	Not applicable
	Clause 12.2(a)	Modified as "The extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender. In case extra items, which are not available in DSR, the market rates shall prevail with proper justification of rates and the contractor shall be paid in accordance with rate approved by IIM MUMBAI & IIM

Clause No.	Description	Applicability/Modified/ Added
	Clause 12.2(b)	<p>Mumbai.</p> <p>Modified as “The specification mentioned in Tender may be substituted as per the requirement of Owner/ IIM MUMBAI. In this case of substituted item(s) being DSR item, the rates for substituted items shall be determined on basis of latest DSR (Delhi Schedule of rates) as approved by IIM MUMBAI/ IIM Mumbai.</p> <p>In this case of substituted item(s) being Non DSR item, market rates shall prevail with proper justification of rates and the contractor shall be paid in accordance with rate approved by IIM MUMBAI.</p> <p>The rate of tendered item to be substituted will also be assessed by same above manner.</p> <p>The plus/minus difference of rates of mutually substituted items will be submitted by Contractor and approved by IIM MUMBAI/ IIM Mumbai. Accordingly, the plus/minus difference of payment will be made to the Contractor for the substituted quantities.</p>
	<p>Clause 12.2(c) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for all items other than foundation work (except earthwork) as mentioned in clause 12.5</p> <p>Clause 12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except earth work)</p> <p>Deviation limit for items in 100% earth work sub head of DSR or related items</p>	<p>Project & Original Works</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>Modified as “In case of deviated item(s) beyond the %age mentioned above (Non Scheduled item within DSR 2023) the contractor may within fifteen days of receipt of the order or occurrence of the item(s) claim rates, supported by the proper analysis on basis of market rates. Contractor shall be paid in accordance with rates approved IIM Mumbai.</p> <p>In case of deviated item, beyond the % mentioned above, being the scheduled item (Delhi Schedule of Rates 2023), these shall be paid at rates of the scheduled rates plus the applicable cost index (excluding applicable GST).</p>

Clause No.	Description	Applicability/Modified/ Added																												
		The total contract deviation value shall be permitted up to a maximum of 25% of the original contract value , subject to the approval of the Engineer-in-Charge. Any deviation beyond the said limit of 25% of the original contract value shall require approval from the Competent Authority of IIM Mumbai.																												
Clause 15A	Compensation in case delay supply of material	Not Applicable																												
Clause 17	Contractor liable for Damages, Defects during Defect Liability Period Defect Liability Period	Applicable Added/Modified: two years from the date of successful completion of each component of the project in all respect along with submission of all required documents i.e. As Built Drawings, Inventory List, Guarantee/Warranty Bonds, Certificates & Invoices of Equipment's, Lock & Key of each room and NOCs from various Departments.																												
Clause 18	Contractor Supply Tools & Plants Etc.	Applicable																												
Clause 25	Settlement of Disputes & Arbitration	Not Applicable																												
Clause 27	Lump sum Provisions in Tender	Not Applicable																												
Clause 30	Employment of coal mining or controlled area labour not permissible	Not Applicable																												
Clause 33	Return of surplus material	Not Applicable																												
Clause 34	Hire of plant and Machinery	Not Applicable																												
Clause 36(i)	Requirement of Technical Representative(s)																													
	<table border="1"> <thead> <tr> <th rowspan="2">S. No.</th> <th colspan="2">Requirement of Technical Staff</th> <th rowspan="2">Minimum Experience (Yrs.)</th> <th rowspan="2">Designation of Technical Staff</th> </tr> <tr> <th>Minimum Qualification</th> <th>Numbers</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Graduate in Civil Engineering</td> <td>1</td> <td>10</td> <td>Project Manager</td> </tr> <tr> <td>2.</td> <td>Diploma/ Degree (Electrical)</td> <td>1</td> <td>05</td> <td>Site Engineer</td> </tr> <tr> <td>3</td> <td>Diploma/ Degree (Civil)</td> <td>1</td> <td>05</td> <td>Billing Engineer</td> </tr> <tr> <td>4</td> <td>Diploma/ Degree (Civil)</td> <td>1</td> <td>03</td> <td>Site Supervisor</td> </tr> </tbody> </table>		S. No.	Requirement of Technical Staff		Minimum Experience (Yrs.)	Designation of Technical Staff	Minimum Qualification	Numbers	1.	Graduate in Civil Engineering	1	10	Project Manager	2.	Diploma/ Degree (Electrical)	1	05	Site Engineer	3	Diploma/ Degree (Civil)	1	05	Billing Engineer	4	Diploma/ Degree (Civil)	1	03	Site Supervisor	
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1.	Graduate in Civil Engineering	1	10	Project Manager																										
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3	Diploma/ Degree (Civil)	1	05	Billing Engineer																										
4	Diploma/ Degree (Civil)	1	03	Site Supervisor																										
	Curriculum Vitae along with Educational Certificates shall be submitted along with the bid.																													
Clause 42	Return of Material & Recovery for Material Issued	Not Applicable																												
Clause 43	Compensation During War Like Situation	Not Applicable																												
Clause	Insurance	Applicable																												

Clause No.	Description	Applicability/Modified/ Added
46		
Clause 47	Conditions Specific to Green Buildings Practices	Applicable
Clause 49	Arbitration Clause	Yes, Applicable
Clause 50	Subcontract or Sublet of Work	As per aprooval of E-in-Chg.

ADDITIONAL CONDITIONS

The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or by the Building Works Committee or third party authorized by IIM Mumbai or any statutory committee or by any duly authorized representative of IIM Mumbai, during the progress or any time after the construction and development of project up to the defect liability period, and will take appropriate action for rectification of defective work and modification as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles, as pointed out by the Chief Technical Cell, Central Vigilance Commission, Building Works Committee or authorized representative of IIM Mumbai or third party authorized by IIM Mumbai or any statutory committee, will be carried out or replaced by the Contractor at his own risk and cost.

The Construction/Execution Work may be subject to deletion from scope of work as per the desire/requirement from Client "Indian Institute of Management Mumbai". In such cases before/during the construction, the contractor is not liable for any financial claim or damage charges or any claim whatsoever. The time extension will be granted to the contractor in such circumstances.

The construction work will only be commenced by the Contractor only after the approval/vetting of drawings from the concerned local authorities/ IIM Mumbai or any other department as per statutory requirement.

The contractor shall deploy the resources at site to start/resume the construction activities as per the availability of the clear & after the clearance from the Owner of the project, land/land clear from hindrance and subsequent written approval from IIM Mumbai. No claim shall be entertained for idle labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the works.

Handing Over of the Project: Contractor will hand over the project to Owner /Client after successful completion of each component of the project in all respect and complete satisfaction of Engineer-In-charge. The partial handing over of works components shall not be considered. Contractor shall also provide necessary Completion Certificates/NOCs (if required) from all local Government/ Statuary Authorities including Fire, Forest, Electrical, Environment, Lift, DG Set, required before handing over the project to the client. The defect liability period will be one year after such handing over.

If any dispute/ hindrance may arise during construction due to any reason whatsoever, the contractor is not liable for any financial claim for damages due to such circumstances.

The contractor shall provide fully equipped office for Engineer- in-charge & site engineers/ client along with facility of 24 hours electric with Power Backup/Inverter, drinking water supply, sanitary, internet facilities, one inspection vehicle suitable for hilly area, office furniture – tables, chairs, almirah for storage of documents etc., desktop computers/laptop of latest version/configuration along with printers (for A4 & A3 both b/w & colored printing) with internet connection and any other miscellaneous requirement as directed by Engineer-in-charge for finalizing immediate technical solutions/decisions on the site, so that the work progress may not be hampered. An amount equal to 1% of the gross amount of running account bills and final bill will be deducted, if above facilities are not provided at site.

The Contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. nothing extra shall be payable to the agency on this account.

Contractor should provide R.O. Plant sufficient for workers employed at site, his technical staff and site staff.

The Contractor shall be solely responsible to follow the general clauses of the contract including labour regulations, registration of contractor, obtaining labour license from labour department, safety precautions, etc. and all other statutory provisions related to labor/works as per the prevailing General Clauses of Contract amended from time to time. The Contractor shall stick to the schedule of all activities and carry out it with mutually agreed time frame.

Quoted amount by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract. Quoted amount by the contractor shall be all inclusive and shall apply to all heights lifts, leads and depths of the building and nothing extra shall be payable on this account. The Contractor is advised to visit the sites before quoting the rates.

The contractor shall make his own arrangements for obtaining electric connection and water

Connection/arrangement (if required). The water charges and electricity charges as charged by the IIM Mumbai. and Local Authorities will be paid by the Contractor. No dispute in this regard shall be entertained.

The Contractor shall dispose off all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works

The payment of final bill will be made by IIM Mumbai after successful completion and handing over of the works with complete satisfaction of Engineer In-Charge as well as IIM Mumbai.

Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.

The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.

The cost/rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, earth embankments, preparatory works, all testing of materials working during monsoon, working at all depths, height and locations etc. unless specified in the schedule of quantities.

Royalty at the prevailing rates wherever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities and nothing extra shall be paid by the IIM Mumbai/IIM MUMBAI for the same.

The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

(a) The work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account.

(b) The work of water supply, internal sanitary installation and drainage work etc. shall be carried out as per local Municipal Corporation or such local body Bye-laws. Water tanks, taps, sanitary, water supply and drainage pipes and fittings etc. should conform to bye laws and specification as applicable. The contractor should engage plumbing and sanitary agency approved by IIM Mumbai, which should have requisite T&P, skilled workers and experience for which necessary certificates & document proof shall be submitted within one month of the start of work. The contractor shall get the materials (fixtures / fittings) tested agencies approved by IIM Mumbai. as required at his own cost.

(c) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.

The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Engineer-in-Charge/Architect. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by IIM Mumbai.

In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.

The contractor shall have to make approaches road to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.

No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him. All mass Reinforced Cement Concrete work shall be design mix concrete of specified grade. Initial Design Mix shall be carried out from the Govt. approved Laboratory/NABL Accredited Lab/NIT/IIT, The contractor shall install on site automatic batching plant of sufficient capacity for production of design mix concrete which shall be used in the work.

Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. List of such approved manufacturers is provided in the tender document. Contractor shall have to execute a Guarantee Bond in respect of Water Proofing works as per Performa attached in this Tender Document. He shall also have to execute guarantee bonds for water supply and sanitary installations work as per Performa attached in this Tender Document. The terms machine batched, machine mixed and machine vibrated concrete used elsewhere in agreement shall mean the concrete produced in concrete batching and mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps, tower crane and vibrated by surface vibrator /needle vibrator / plate vibrator, as the case may be to achieve required strength and durability.

Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer in charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer in charge. Any material procured without prior approval of Engineer in charge in writing is liable to be rejected. Engineer in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non-standard materials shall not be accepted.

Doors and frames shall be procured from specialist firms and name of such agencies shall be got approved from the Engineer in charge well in advance.

The construction joints shall be provided in predetermined locations only as decided by Engineer in charge. The cost of shuttering for these construction joints shall be included in item of Concrete work / RCC work and nothing extra shall be payable on this account to the contractor.

The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles in dado, flooring in platforms & staircase, water supply & sanitary fittings and any other item as per direction of Engineer-in-charge. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-charge.

One sample quarter/room complete in all shape for each category, shall be prepared by the contractor and got approved from Engineer-in-charge in writing. The contractor shall be allowed to proceed with further quarters only after getting the sample quarters approved in writing from Engineer-in-charge. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.

The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.

If as per municipal rules, the huts for labour are not be created at the site of work by the contractors, the contractor are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

Royalty at the prevalent rates shall be payable by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue authority or authorized agent of the state Government concerned or Central Government. No such claim of Contractor on royalty shall be entertained by the IIM Mumbai.

The contractor shall get the water tested with regard to its suitability of use in the works and get written approval from the Engineer in charge before he proceeds with the use of same of execution of works. The suitable water for construction shall be arranged by Contractor at his own cost and nothing extra shall be paid to the contractor on this account.

The material shall conform to the quality and make as per attached list attached in the tender document. However, for the items not appearing in the list preference shall be given to those

articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available, the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification/CPWD specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but stand banned by CPWD will not be used. Notwithstanding the case of materials of "Preferred Make" as given provisions of Clause 10A of the General Conditions of Contract for Central PWD works shall be applicable on the materials of "Preferred Make" also.

It must be ensure that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to CPWD specification and relevant BIS codes. In such case written approval of the Engineer-In-Charge may be obtained before use of such material in the work.

The final approval of the brand to be used shall be as per the direction of Engineer-in-Charge. The brand used shall be one of the brands in case specified in the list of preferred make / materials.

In case of non-availability of material of the brands specified in the list of approved materials, an equivalent brand may be used after getting written approval of IIM Mumbai giving details to indicate that the brand proposed to be used is equivalent to the brands mentioned in the agreement.

SPECIAL CONDITIONS FOR STEEL REINFORCEMENT BARS

a) The Contractor shall procure primary TMT bars of Fe 550D, at the discretion of Engineer-In-Charge, from SAIL, Tata Steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd. The Contractor may also procure IS marked TMT bars of various grades from the steel manufactures or their authorized dealers (as per following selection criteria) have valid BIS license for IS: 1786 -2008 (Amendment -1 November 2012) from the producers fulfilling the following criteria.

b) The procured steel should have following qualities: -

(i) Excellent ductility, bend ability and elongation of finished product due to possible refining technology.

(ii) Consumption of steel should be accurate as per design.

iii) Steel should have no brittleness problem in finished product.

iv) Steel should carry the quality of corrosion and earthquake resistance.

v) Quality steel with achievement of proper level of sulphur and phosphorus as per IS: 1786 - 2008.

c) Selection criteria of steel manufacturers: shall have the following selection criteria of steel manufactures: -

i) Steel producers of any capacity using iron ore/ processed iron ore as the basis raw material adopting advance refining technologies as given hereunder:

(1) DRI-EAF = Direct Reduced Iron – Electric arc furnace.

(2) BF-BOF = Blast furnace – Basic oxygen furnace

(3) CORES-BOF = COREX - Basic oxygen furnace

For production of liquid steel to finish product at single/multiple locations with NABL or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025 conforming to IS: 1786-2008 (Amendment -1 November 2012). Following is the check lists for incorporation any quality steel producer for technical assessment.

Sl.	Item	Checkpoint	Remarks
1	Steel producer having manufacturing facilities at Plant	a. Factory address and Registration no.	
		b. Certificate of manufacturing process	
		c. Refining process of steel producer	
		c.1 BF-BOF route	

		c.2 Corex-BOF route	
		c.3 DRI-EAF route	
		d. With documentary evidence either for BOF or EAF	
		e. Steel plant having infrastructure for producing Sponge iron, billet and TMT Rebars	
		f. Production and Quality Flow Chart	
		g. Plant Evaluation and Process Verification	
		h. List of Plant & Machinery	
2	Established	Document verification for:	
		a. Govt./PSU Approvals	
		b. Supply orders of TMT Re- bars in Govt. Projects (Minimum-5 years)	
		c. Verification of direct supply orders to any State/Central Govt. Department	
		d. User Certificate issued by any Govt. Department e. directly	
3	Indigenous	Documents evidence like:	
		a. Certificate of Incorporation	
		b. Memorandum of Articles of Association	
		c. Credit rating of the company from CARE/CRISIL/ICRA should not be C/D grade (minimum last 3 years)	
	Reliable	a. Test Results from Govt./NABL accredited laboratories	
4		b. In -house testing facility for physical/chemical tests (NABL accredited)	
		c. Calibration certificates	
		d. List of lab Equipment:	
		e.1 Spectrometer	
		e.2 Computerized UTM	

5.	Use of Iron – Ore/ Processes Iron are as basic raw materials	Verification of Iron–Ore / Process iron ore invoices	
6.	In house rolling facility	Plant verification to identify in house rolling facilities, production of liquid steel and crude steel	
7.	Licenses and Certificates	a.ISO 9001:2015 Certification	
		b.ISO 14001:2004 Certification	
		c.OHSAS 18001:2007 Certification	
		d.IS 1786:2008 (TMT Re-bars	
		e.IS 2830:1992(Billets)	
8.	Product Range	TMT Re–bars FE 415/415D/500/500D/550/550D	
		CRS (Corrosion Resistant) & EQR (Earthquake Resistant) TMT Re- Bar Size 8to36 mm dia.	

Note:

DRI-EAF-> Direct Reduce Iron-Electric ARC Furnace

BF-BOF-> Blast Furnace-Basic Oxygen Furnace

COREX BOF-> COREX Furnace-Basic Oxygen Furnace.

b) IIMM shall approve the steel manufacturers prior to procurement and it shall be the responsibility of the Contractor to obtain the proposed manufacturer, much in advance so as not to hamper progress of the site Work.

c) The Contractor shall have to obtain and furnish test certificates to the IIMM in respect of all supplies of steel brought by him to the site of work.

d) Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the Contractor does not conform to the specifications, the same shall stand rejected, and it shall be removed from the site of work by the Contractor at his cost within a week time on written orders from the Engineer-in-charge to do so.

e) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, as decided by the IIMM.

f) The steel reinforcement bars shall be stored by the Contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

g) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	For consignment below 100 ton	For consignment above 100 ton
Under 10 mm dia bars	One sample for each 25 ton or part thereof	One sample for each 40 Ton or part thereof
10 mm to 16 mm dia bars	One sample for each 35 Ton or part thereof	One sample for each 45 Ton or part thereof
Over 16 mm dia bars	One sample for each 45 Ton or part thereof	One sample for each 60 Ton or part thereof

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

i) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in Clause 10 A of the General Conditions of the Contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 38 of the General Conditions of the Contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment needs to be made.

j) The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

k) For the purpose of payment, the actual weight of reinforcement steel shall be worked out as below:

To arrive at unit weight for the purpose of payment three random samples each of 1 meter length shall be collected for each diameter of re-bar from every consignment received at site. Actual weight of three specimens for each diameter shall be taken and average weight calculated and recorded. The average weight so arrived at shall be compared with the theoretical weight of that particular diameter of rebar. Actual or theoretical weight whichever is less shall be considered for making payment for that consignment. However final payment shall be made on the basis of weighted average of all the consignment. The decision of the Engineer-in-charge as regards the random samples and average weight shall be final and binding on the Contractor and no claim of any kind shall be entertained in this regard.

CONDITIONS WHERE CEMENT IS TO BE PROCURED BY THE CONTRACTOR:

The Contractor shall procure 43/ 53 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana Cement conforming to IS: 1489 (Part -I) as required in the work, from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by ADG for that sub region.

The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking.

Samples of cement arranged by the Contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer- in-charge to do so.

The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer- in- charge.

The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The Contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the Contractor.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the Contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 38 of the Contract and shall be governed by conditions laid therein. In case the cement consumption is less than the theoretical requirement including permissible variation, recovery at the rate prescribed in Schedule F shall be made. In case of excess consumption, no adjustment shall be made.

Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

Damaged cement, noticed if any shall be removed from the site immediately by the Contractor on receipt of a notice from the Engineer-in Charge. In the absence of compliance within 3 days of receipt of such notice, the Engineer-in-charge shall be at liberty to get the same removed from the site at the cost of the Contractor.

If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police & local authorities etc. if

required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time. The requisite supervision shall be made available by the IIM Mumbai along with necessary issue of material under joint custody.

After the building is completed, the contractor shall be responsible to attend & rectify the defects pointed out by IIM Mumbai and then hand over the building to the client. Nothing extra shall be paid on this account.

Contractor should hand over the warranty of the specialized items to the IIM Mumbai. Contractor shall submit all the Guarantee/ Warranty bond for various materials as per Item specification.

Contractor shall not divert any advance payments or part thereof for any work other than that needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e. mobilization advance, secured advance against materials brought at site, secured advance against plant & machinery and/or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.

All running account bills preferred by the contractor for advance payments shall be processed only if IIM Mumbai is satisfied that up to date investments (excluding security deposit & performance guarantee, which are not considered as investments) made by the contractor against contracted work are more than the payments received. Accordingly, all running account bills shall be supported with an account of up-to-date payments received vis-a-vis upto date investments made on the work to enable engineer-in-charge to check to his satisfaction that the payments made by engineer-in-charge are properly utilized only on the work and nowhere else.

For & on behalf of Tenderer

SECTION- VII

ANNEXURES

Annexure – I

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF THE WORK IN ALL ASPECTS.

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the IIM Mumbai (hereinafter called the Client of the other part).

WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated _____

_____ and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, under look to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final. During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the Client by some other contractor at the guarantor's cost and risk. The decision of the Engineer in charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach thereunder then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the IIMM the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNES WHEREOF those presents have been executed by the obligator _____ and _____ by for and on behalf of the Client on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE Client BY _____ in the presence of:

1. _____
2. _____

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 upto 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.

Annexure – V
FORM OF ADVANCE PAYMENT GUARANTEE
DELETED

SECTION- VIII

FORMS

“FORM-1”

LETTER OF TRANSMITTAL FOR TECHNICAL BID

(On Bidder **Original** Letter Head)

To

Chief Administrative Officer,
IIM Mumbai, Vihar Lake Road,
Powai, Mumbai, (MH) 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 the IIMM. to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize IIMM. 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 **Original** Letter Head of CA]

Years	Gross Annual Turnover	Profit/Loss (After Tax)
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,
IIM Mumbai, Vihar Lake Road,
Powai, Mumbai, (MH) 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 & its 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,
IIM Mumbai, Vihar Lake Road,
Powai, Mumbai, (MH) 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,
IIM Mumbai, Vihar Lake Road,
Powai, Mumbai, (MH) 400087

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

Dear Sir,

I/We acknowledge that IIMM 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 IIMM. 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, IIMM 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

IIMM (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 IIMM - 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 IIMM 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 IIMM 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 Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIMM

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 intensions.
- (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,
IIM Mumbai, Vihar Lake Road,
Powai, Mumbai, (MH) 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
Deleted

FORM-I

FORMAT FOR SOLVENCY CERTIFICATE SOLVENCY CERTIFICATE

To,

Chief Administrative Officer,
IIM Mumbai, Vihar Lake Road,
Powai, Mumbai, (MH) 400087

Name of Work: _____(Name of work)

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 _____(Name of work).

(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

Sl No.	Name of The work & location	Owner or sponsoring organization	Cost of Work (in Crores)	Date Commencement as per Contract	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration cases which are over and 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

<u>1.</u>									
<u>2.</u>									
<u>3.</u>									
<u>4.</u>									
<u>5.</u>									

DETAILS OF WORKS FOR "SUPPLY & INSTALLATION OF INDUSTRIAL KITCHEN EQUIPEMENT'S"

<u>1.</u>									
<u>2.</u>									

(Signature of Bidders)

FORM -K

Deleted

SECTION- IX

APPENDIX

APPENDIX-I

BANK GUARANTEE FORMAT FOR EMD (As applicable)

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

IIMM

SIGNATURE:
SEAL

Contractor

APPENDIX-II
ACCEPTABLE MAKES OF MATERIALS

Acceptable makes of materials to be used in the work are enclosed. In case of non-availability of these makes, after the approval of PMC, 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 the PMC/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 PMC/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 (referred to Schedule F).

S. NO	DESCRIPTION OF WORK	MANUFACTURERS
I	Structural & Architectural	
1.	Cement	ACC, Ultra Tech, J. P. Rewa, Vikram, Shree Cement, Birla Jute, Cement Corporation of India, Ambuja Cement
2.	White Cement/ Putty	J.K., Birla
3.	Ready Mix Concrete	A.C.C., Ultra Tech, Rmc, Godrej, Skyway,
4.	Waterproofing Compound	Pidilite, BASF, Cico, Fosroc, Roff, Sunanda, Sika
5.	Reinforcement Steel	Sail, Tata Steel, Rinl, Jindal Steel & Power Ltd., Jsw Steel Ltd., Makes- Conforming To Criteria Mentioned In Tender Document
6.	Mechanical Splicing System With Coupler	Splicetek India Pvt. Ltd. Dextra India Pvt. Ltd. Ishita Enterprises
7.	Structural Steel	Tata Steel, Sail, Rinl, Vizag, Jindal, Apl Apollo
8.	Concrete Blocks	Conwood, Gurjari, Hindustan, Lokgroup, Sai Block, Ved Pmc Ltd.
9.	AAC Blocks	Aerocon, Siporex, Ultra Tech, Ecolite, Godrej

10.	Sand	Gujarat River
11.	Precast Concrete Products	Siporex Ind, B.G. Shirke & Co; Supreme Concrete Minato Blocks - Kolhapur
12.	Anti-Termite Treatment	PCI, PECOPP, Godrej Hi-Care
13.	Factory Made Concrete Blocks	Astra Concrete, Raj Cover Blocks
14.	Ready Mixed Cement Plaster	Walplast, Ultra Tech, Madras Cement Ltd, Sound Build Care Ltd., Ferrouscrete, Precise Conchem Pvt Ltd.
15.	Paver Blocks/ Grass Pavers/ Kerbstone	Vyara, Basant Betons, Super, Hindustan
16.	External Paver Tiles	H.R.Johnson-Endura, Vyara, Super, Pavit, Kajaria
17.	External Ceramic Mosaic Tiles	Shon, Mridul, Kent Bisazza, Palldio ?
18.	External Texture Paint	Renovo, Ruff&Tuff, Roughtex, Sherwin Williams, SKK(?)
19.	Acrylic Rough Plaster	Asian Paints, Spectrum, Heritage, SKK(?)
20.	Waterproofing Cement Paint	Snowcem, Berger, Nerolac, Asian,
21.	Paints	Ici, Asian, Berger, Nerolac, Dulux, Godavari Paints, Jotun(?)
22.	Gypsum Light Weight Plaster	Gyproc, Ultratech, Saint Gobain, Ferrouscrete,
23.	White Cement Based Putty For Concrete/Plastered Surfaces	Birla White, Plasto Shine, Walplast Products Pvt. Ltd.
24.	Polymer Modified Cementitious Grout/ Cement Adhesive/ Epoxy Grout	Pidilite, Basf, Cico, Fosroc, Roff, Laticrete, Ardex Endura
25.	Polymer Modified Adhesive Mortar For AAC Blocks	Walplast, Ultra Tech, Madras Cement Ltd, Sound Build Care Ltd., Ferrouscrete, Precise Conchem Pvt Ltd., Keracol, Pidilite
26.	Integral Water Proofing Compound	Pidilite, Roff, Fosroc, Sunanda, Cico, Accoproof, Mc Bauchemie, Sika, Kemper
27.	Cement Bonded Fibre Particle Board	NCL Industries, Visaka, Everest, Bison, Shera, Ramco
28.	Moisture Resistant Board	Saint Gobain Gyproc India, USG Boral
29.	Calcium Silicate Boards/Tiles	Hilux, Promat, Visaka, Starpan, Aerolite
30.	Aluminium Composite Panels	Aludecor, Eurobond, Alstrong, Alucobond, Timex Bond, Viva - All Fr Class B
31.	Friction Hinges & Locks	Cotswold, Geze, Alualpha, Securistyle, Sotralu, Master
32.	Spacertape, Backer Rod	Norton, Bow, Tremco

33.	All Types Of Silicon	Dow Corning, GE, Wacker India
34.	EPDM	Amee Rubber Industries, Okaska
35.	Nuts, Bolts, Screws	Kundan, Puja, Atul
36.	Welding Rods	Ador, Cosmos, Esab, Super Bond (S)
37.	Stainless Steel Anchor Fasteners	Hilti, Fischer, Klimas
38.	Aluminium Extrusion Sections	Jindal, Hindalco, Nalco, Indian Aluminium Co, Vedanta, Gujrat Aluminium
39.	Xps Blocks	Modi Foam
40.	XPS/EPS Insulation Board	BASF, Owens Corning, Carlisle
41.	Intumescent Strips	Promat, Pemko, Intumex, Astroflame
42.	Float Glass Clear	Pilkington, Saint Gobain, Asahi, Modiguard, Guardian, Sisecam
43.	Coated Glass	
44.	Float Glass Mirror	
45.	DGU, SGU, Fire Rated Glass	
46.	Laminated Glass	
47.	Backpainted Glass	
48.	Self-Cleaning Glass	
49.	Fire Resistant Wooden Door Frame & Shutters	Ardor, Signature, Sukriti, Promat, Kutty, Signum, Kenwood, Shreeji, Tufwood, Navair
50.	Fire Resistant Metal Door Frame & Shutters	Ardor, Signature Sukriti, Promat, Kutty, Signum, Kenwood, Shreeji, Tufwood, Navair, Shaktimate Horman, Iclean
51.	Fire Rated Glass	Pilkington, Schott, Saint Gobain, Asahi, Guardian, Modi
52.	Hardware For Fire Rated Doors	Dorma, Geze, Hafele, Hettich
53.	SS Door Hardware	Dorma, Geze, Hafele, Hettich, Kich
54.	Floor Springs, Door	Dorma, Geze, Hafele, Hettich, Horman, Sevax, Casma

	Closures, Panic Bar, Patch Fittings	
55.	Locks	Godrej, Vision/ Vijayan, Dorset
56.	Wooden Flush Doors	Kenwood, Anchor, Century, Greenply, Shreeji, Kutty
57.	Hidden Woodwork	Seasoned Old Burma
58.	Exposed Woodwork	1st BTC
59.	Marine Plywood	Kenwood, Anchor, Century, Greenply, Shreeji, Kutty
60.	Commercial Plywood	
61.	Blockboard	
62.	High Pressure Laminates	Greenlam, Merino, Century Ply Ltd.
63.	Veneers	Greenlam, Euro, Archid, Century Ply Ltd., Timex
64.	Drawer Channels	Earl Bilhari, Efficient Gadgets, Enox
65.	Soft Board	Jolly Board
66.	Screws	Nettlefold, Brass Oxide
67.	High Pressure Compact Laminate Cubicles	Merino, Greenlam, Citadel
68.	Castors	Pitroda, Rexilla
69.	Vertical/ Horizontal Blinds	Vista, Levolor, Mac.
70.	Writing Board	White Mark, Alko Sign
71.	Tecsound Sheet	Texsa, Envirco Solutions, Sound Blanket, Tranquil
72.	Cotton Fabric	Century, Raymond
73.	Nylon Fabric	Reliance
74.	Foam Of Chairs, Sofa	Mm Foam
75.	Fabric Protection	Scotchguard Of Birla 3m
76.	Stainless Steel	Jindal, Sail, Tata Steel, Jsw
77.	Polycarbonate Sheets	Palaram, Danpalon, Lexon, Alcox

78.	Architectural Fabric	Ferrari, Nehlek, Hiraoka
79.	Engineered Composite Marble	H.R.Johnson, Cmc, Agl, Asian
80.	Granite	Cmc, Elegant, Asia Pacific, Stone Source
81.	Quartz	H.R.Johnson, Cmc, Agl, Asian
82.	Vitrified Tiles - Glazed, Soluble Salt, Double Charge, Full Body	Somany, Kajaria, H.R.Johnson, Agl, Asian, Nitco
83.	Ceramic Tiles	Somany, Kajaria, H.R.Johnson, Agl, Asian, Nitco
84.	Non Shrink Cementitious Grout	Sika, Fosroc, Basf
85.	Hydrophilic Swellable Water Bar Profile Sealants	Sika, Basf, Adeka India
86.	Polymer Modified Cementitious Grout / Cement Adhesive / Epoxy Grout	Pidilite, Keracol, Ardex, Endura, Laticrete, Bal Endura, Ferrouscrete
87.	Polymer Modified Adhesive Mortar For AAC Blocks	Walplast, Ultra Tech, Sound Buildcare Ltd., Ecolite, Ferrouscrete, Keracol, Pidilite
88.	Adhesive For Granite, Marble, Stone	Araldite, Hunstman
89.	Polyster Pu Coating On Venner, Wood	Mrf Corp, Ica, Asian Paints
90.	Adhesive For Wood, Laminate, Veneer	Fevicol-Pidilite, Euro-Jyoti Resins
91.	Plaster Of Paris	Mk, Saint Gobain
92.	Modular False Ceiling Gl Frames	Hunter Douglas, Armstrong, Saint Gobain
93.	False Ceiling Aluminium	PR Ceiling/ Armstrong/ Gyproc/ Saint Gobain/ Aura/ New Age False Ceiling Pvt. Ltd
94.	Gypsum Ceiling	Saint Gobain - Gyp Serra
95.	Modular Mineral Fibre Ceiling Tiles	Armstrong, Saint Gobain, Hunter Douglas
96.	Acoustical Grid Ceiling	Knauf, Rockfon, Gyptech, Anutone, Armstrong, Fibrecrete, Ecotone

97.	Loop Pile Carpet	Indiana Floor, Pvr Floor, Galeecha Carpets
98.	Wooden Laminate Flooring	Ego, Indiana Floor
99.	Acoustic Panel / Polyster Fibre Board Panels	Tranquir, Inodsonic, Techno Acoustic
100.	Polyster Fibre Insulation	Prime, Nowofill, Mikakasha Mikron
101.	Aluminium Skirting	Cubic, Vedic
102.	Compactors	Kompact, Godrej
103.	Modular Furniture	Godrej, Spacewood, Featherlite, AOS
104.	Modular Furniture- SS Wire Baskets	Hettich, Hafele, Dorma
105.	PVC Edge Banding Tape	Rehau, Dolkin, Pegasus, Fibro
106.	Hot Melt Glue For Edge Banding Tape	Eva (Ethylene Vinyl Acetate) Henkel, Kleiberit 773.3
107.	Wall Paper	Marshalls, Bharat Furnishings, Pvr Flooring
108.	Frosted Glass Film	3m, Llummar, Garware
109.	Vinyl Floor	Armstrong, Square Foot, Pergo
110.	Chairs	Godrej, Penworker, Spacewood, Featherlite, AOS
111.	Decorative MDF Boards	Asis, Green, Century MDF
112.	PVC Bird Nets	Balaji Safety Nets, Nets'n'screens
113.	GFRC Fins, Chajja, Cornices	Birla White Cement, Asian Grc, Swastik Grc
114.	P.V.C Rainwater Pipe	Supreme, Astral, Ashirvad, Finolex, Prince
115.	Sanitary Wares	Jaquar, Parryware, Hindware, Kohler, Grohe, Sternhagen

	C. P. Fittings	Jaquar, Parryware, Hindware, Kohler, Grohe, Sternhagen
116.	S. S. Sink	Nirali, Deepali, Futura,
	C. I. Pipes & Fittings	Neco, Kapilansh, Skf, Hepco
117.	G.I. Pipes	Tata, Jindal, Prakash Surya,
	G. I. Fittings	Unik, R-Brand, Zoloto
118.	NP2 Class, R.C.C. Pipes	Jain Spun Pipe, K. K. Spun Pipe, The Indian Hume Pipe Co. Ltd., Patel Hume Pipes
	Upvc Pipes And Fittings	Astral, Finolex, Supreme, Kisan, AKG
119.	CPVC Pipes And Fittings	Astral, Supreme, Finolex, Prince, AKG
120.	S. S. Gratings	Chilly, Camry
121.	Expanded Polyurathane Board	Saint Gobain, Macoy, 3m
122.	Anti Vibration Pads/Isolaters	Sylomere
123.	Visco Elastic Synthetic Sound Proofing Membrane	Tecsound, Tranquil
124.	Glass Wool	U. P. Twiga, Rock Wool, Mikron
125.	Internal Partition System	Otic Jeb / Bene/ Vetroln/Fantoni

Specialized Agencies:

Sr. No	Description Work	For Manufacturers & Applicator
1	Waterproofing Works	Sika, FOSROC, Sunanda, Pidilite, Nayak Constructions Ltd, BASF, Keracol, Likproof India Pvt. Ltd., Modern Waterproofing Co, India Waterproofing Co., Overseas Waterproofing Corp. Keracol, Nina Waterproofing, National Water Proofing
2	Curtain Glazing	Glaze Tecno India, Ajit India Pvt. Ltd., Innovators Facade Systems Pvt. Ltd.,

		Alumayer India Pvt. Ltd. 4ftbsys Pvt Ltd Or Any Other Agencies Proposed By The Main Contractor Who Has Executed Work of Similar Nature And Quantum
3	Glass Processer	Asahi Glass, Sejal, Glasstech, Fg, Gsc, Impect Safety, Saint Gobain

LIST OF RECOMMENDED MATERIALS FOR ELECTRICAL AND MECHANICAL (E&M) WORKS

Note:

1. The Contractor shall obtain prior approval from the Dean (IPS) 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, the Dean (IPS) 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. Any other / additional Material (Not mentioned below) – Shall be approved from Dean (IPS) before use at site.

Sr. No.	Equipment / Materials	Recommended Manufacturers
A	Electrical Works	
1	LT Panels (TTA Panels OEM Manufactured)	Legrand / L&T / Schneider Electric / ABB / Siemens
2	LT Panels (Non TTA Panels) and Motor Control Centre	Legrand / L&T / Schneider Electric / ABB / Siemens (OEM approved TTA vendor)
3	IoT Based System	ABB / Siemens / Schneider / Aunoa / Honeywell / Bosch
4	Sandwiched Construction Bus Duct and Rising Mains	Schneider Electric / Legrand / L&T
5	Distribution Board	Hager / Legrand / Siemens / L&T / ABB
6	Motor Starter	L&T / Schneider / Siemens / ABB / Legrand
7	Air Circuit Breaker	L&T (U-Power) / Schneider Electric (Master Pact NW) / Siemens (3WL) / Legrand (DMX3) / ABB (Emax)
8	Moulded Case Circuit Breaker (MCCB)	Schneider Electric (NSX) / L&T (D-Sine) / Siemens (3VA) / Legrand (DPX3) / ABB (Tmax)
	LT Switchgears:	
	Miniature Circuit Breakers (MCB)	

9	Residual Current Circuit Breaker (RCCB) Residual current operated Circuit Breaker (RCBO) Motor Protection Circuit Breakers (MPCB) Isolators	Hager / Legrand / Siemens / ABB / Schneider Electric / L&T
10	Power / Auxiliary Contactor	Legrand / Schneider Electric / Siemens / L&T / ABB
11	Energy Monitoring System	Legrand / Socomec / Schneider / L&T / ABB
12	Change Over Switch	Socomec / L&T / Legrand / ABB
13	ATS – Auto Transfer Switch	Vitzrotek / ASCO / Socomec / Schneider Electric / Legrand / L&T / ABB / Siemens / GE
14	Control Transformers / Potential Transformers	Automatic Electric / Indcoil / Pragati / AE / Kappa / L&T / Precise / Elmex / Ashmor / ECS / Kalpa
15	Relays	L&T / Siemens / Enercon / Legrand / Trinity / Schneider Electric / Beluk / Ducati / EPCOS / ABB
16	Indicating Lamps (LED type)	L&T / Salzer / Schneider Electric / ABB / Legrand / Siemens / GE / As per OEM Standards
17	Push Buttons and Bush Button Set	L&T / Salzer / Schneider Electric / ABB / Legrand / Siemens / GE / C&S / As per OEM Standards
18	Selector Switch	L&T / Salzer / Kaycee / Schneider Electric / ABB / Legrand / Siemens / MECO / As per OEM Standards
19	Terminal Blocks	Connect Well / Elmex
20	Connectors (Colours as per Phases and Neutral)	WAGO / Phoenix Contact / Connect Well
21	Meters / Energy Meters & Load Managers (Digital)	L&T / Siemens / Schneider Electric / Legrand / ABB
22	Meters (Analog)	L&T / Siemens / Schneider Electric / Legrand / ABB
23	Electric Timers	L&T / Legrand / Siemens / Schneider Electric / ABB / MECO / BCH
24	Rotary Switches	Siemens / Kaycee / Salzer / L&T / Legrand / Schneider Electric / As per OEM Standards
25	LT Capacitors	L&T / Siemens / Legrand / Schneider Electric / ABB
26	Low Voltage Cables	Finolex / KEI / Havells / Polycab / RR Kabel / Century
27	Cable Glands (Double / Single Compression type)	Comet / Cosmos / 3D / HMI / Hex / Jainsons / Dowells / Braco / Polycab

28	Cable Lugs / Cable Terminations	Comet / Cosmos / 3D / HMI / Hex / Jainsons / Dowells / Braco / Polycab
29	Cu. Conductor Wires (FRLS)	Finolex / Havells / Anchor / Polycab / RR Kabel/ KEI/ Century
30	PVC Conduits and related accessories	Precision / AKG / Polycab / Anchor / Asian
31	MS / GI Conduit (ISI approved)	AKG / BEC / Vimco / Precision / Steelcraft / Anchor
32	HDMI Cables / USB Cables / Audio Cables	Legrand / AMP / Molex
33	TV Co-Axial Cables	Finolex / Havells / Polycab / RR Kabel / KEI / Molex
34	Modular Switches & Sockets / Modular Base Frames with Plate and GI Switch Boxes	Legrand (Myrius & Arteur) / MK (Blenze Plus & Orna) / Crabtree (Murano) / Schneider (Opale) / Norisys / Panasonic (Europa) / L&T (Englaze) / GM Modular (GX10 Series or equivalent) Model shall be as approved by Architect & Client. Contractor to provide minimum 03 Nos. samples of different makes for approval of Client & Architect
35	Occupancy Sensor/ Motion Sensor	Legrand / Schneider / Wipro / Phillips / Siemens
36	Industrial type Sockets (Metal Clad / Splash Proof / Water Proof / Weather Proof)	Legrand / Schneider Electric / L&T / ABB / Siemens / Hager / Hensel
37	Ceiling Fan – BLDC / Exhaust Fans	Atomberg / Superfan / Havells / Crompton
38	Exhaust Fans	Atomberg / Crompton / Havells / Usha
39	Lighting Fixtures	
	a) Internal	Philips / Eveready / Panasonic / Wipro / Trilux, Havels
	b) Decorative	Phillips / Eveready / Panasonic / Wipro / Trilux / Luker / K-Lite
	c) Indoor Gaming / Sports	Philips / Eveready / Panasonic / Wipro / Trilux / Harrison
	d) External	Philips / Eveready / Panasonic / Wipro / Trilux/ K-Lite
	e) Poles for External Light	Eveready / Bombay Poles / Rajan Tubes / Bajaj

40	Junction Boxes	Hensel / Sintex / Clipsal / Spelsberg / SCAME
41	Aviation Light	Bajaj / Insta Power / Spectrum
42	Cable Trays (Ladder Type / Perforated)	OBO Bettermann / Legrand / Indiana / Profab / MK / Erico
43	Floor Raceways / Floor Trunking	MK / Legrand / OBO Bettermann / Asian Ancillary Corporation / Profab / Indiana / Erico / Schneider
44	Floor Junction Boxes	MK / Legrand / OBO Bettermann / Asian Ancillary Corporation / Profab / Indiana / Erico / Schneider
45	UPVC Trunking	MK / Legrand / OBO Bettermann
46	Fire Sealant & Fire-Retardant Paint	3M / HILTI / OBO
47	Lightning Protection System / Surge Arrestor	Axis / LPI / OBO / Dehn / Indelec / ABB Furse / Purcel / Eltech / Tercel
48	Earthing System	OBO Bettermann / JEF / JMV / Axis / Dehn / Eltech / Indelec / ABB
49	UPS	Eaton / APC-Schneider / Legrand (Numeric) / Vertiv (Emerson) / Delta
50	SMF Batteries for UPS	Exide / Amara Raja / Rocket / Amaron / Standard / AMCO / Prestolite / Tata Green
51	Inverter	Microtek / Luminous / Prostarm
52	RCC Hume Pipes	Dhere / KK / Indian Hume Pipe / Pranali
53	DWC Pipes / HDPE Pipes	Rex / Natni / Polymer / Gemini
54	Anchor Fasteners	HILTI / Fischer
55	Solar Power	Rayzon / Vikram / Novasis / Sova / Waaree
B	DG Set Works	
1	Alternator	Kirloskar Green / Crompton / Stamford / Leroy / Somer / Elmot
2	Engine	Cummins / Caterpillar / Volvo Penta / Kirloskar / Perkins / Greaves/ BAUDOUIN
3	Batteries	Exide / Amara Raja / Rocket / Amaron / Standard / AMCO / Prestolite / Tata Green / Cummins Pulselite /
4	Integrators	Powerica / Goel Power / Sterling & Wilson / Jackson / Captiva / Cooper / Sudhir / Cummins Power / Kalpaka
5	AMF Panel	Legrand / L&T / Schneider Electric / ABB

		/ Siemens
In case, any electrical components or items or related accessories are required for all the above, please refer to the electrical make list for appropriate product recommendations and specifications.		
Sr. No.	Equipment / Materials	Recommended Manufacturers
C	ELV Works	
1	Fire Alarm System and all accessories	Edwards / Simplex / Tyco / Honeywell-Notifier / Bosch / Siemens-Fire finder
2	Cables for Fire Alarm System	Finolex / KEI / Havells / Polycab / RR Kabel / Tyco / Century
3	Public Address System (Master Controller, Amplifier, Speakers, Call Station)	TSG Optimus/ Honeywell Variodyn/ Bosch Preasensa / Bose
4	Cables for Public Address System	Finolex / KEI / Havells / Polycab / RR Kabel / Century
5	CCTV Cameras	Prama / Sony / Samsung / Honeywell / Bosch / Axis / DV Tel
6	24 X 7 LED Displays	Samsung / Sony / LG / Dell / Lenovo / HP
7	Servers / Workstations / Display	Dell / HP / Lenovo
8	Switches and Accessories (PoE, Non PoE / Network, Core)	Cisco / HP-Aruba /Juniper
9	Cat 6 Cables, Wire, Fiber Optic Cables and Patch Cords, Patch Panels and related accessories	R&M / Legrand / Systimax / Molex / AMP / Siemens / Panduit
10	LIU and related accessories	R&M / Legrand / Molex / AMP / Siemens / Panduit / Cisco
11	Hard Disk	Seagate / Toshiba / WD-Purple
12	Racks	Valrack / ApwPresident / Rittal / R&M / APC / Cisco / Wipro / Vertiv
13	Network Video Recorder / Digital Video Recorder, Software and related Accessories	Prama / Sony / Samsung / Honeywell / Bosch / Axis / Dv Tel
14	Telephone Tag Box	ADC-Krone / Legrand / Cisco
15	Telephone Junction Boxes and Modules	ITL / Krone / MALSON
		Legrand (Myrius & Arteur) R&M / Systimax / Molex / AMP / Siemens / Panduit Model shall be

16	RJ-45 Information Outlets	as approved by Architect & Client. Contractor to provide minimum 03 Nos. samples of different makes for approval of Client & Architect
17	Door Access Control System	Siemens / Honeywell / Bosch / HID / Matrix / Fortuna Impex / eSSL
18	Cables for Door Access Control System	Finolex / KEI / Havells / Polycab / RR Kabel / Century
19	Gas leak detection System	Ambetronics /
20	BMS SYSTEM / IOT	Tridium/ Netix/ Auona
In case of LAN & Telephone Works, all the passive components shall be of one make or else 100% compatibility shall be ensured. Required certification for compatibility from the component manufacturer to be furnished on demand of Engineer -In-Charge.		
OEM Manufacturer for TTA Panels and Non-TTA Panels shall be same.		
In case of Light Fixtures, all the fixtures and related accessories shall be sourced from the same make / manufacturer.		
In case, any electrical components or items or related accessories are required for all the above, please refer to the electrical make list for appropriate product recommendations and specifications.		
D	ELEVATORS	
1	Elevators	Kone Elevators India Pvt. Ltd. Otis Elevator Company (I) Ltd. Johnson Lifts Pvt. Ltd. Schindler India Pvt. Ltd. Omega Elevators
E	HVAC	
1	Air cooled Chillers	Trane, York, Carrier, Climaveneta, Kirloskar
2	Chilled water pump	Grundfos, Armstrong, Xylem
3	PIBC valve	Danfoss, Belimo, Honeywell
4	AHU filters/HEPA filters	Freudenberg, AAF, Camfill
5	Magnetic gauges	Dwyer, Warree
6	Differential pressure Transmitter	Dwyer, Greystone, Setra, Omicron, Siemens
7	Readymade ducting profile	Rola star, Zeco, Radiant, Asawa
8	PIR ducting	Pal, Asawa
9	Airflow Switch	Siemens, Honeywell
10	Balancing Valves	Advance, Castle, Belimo
11	Butterfly valves	Audco, Intervolve, Crane
12	VRV / VRF System (indoor / outdoor units)	Mitsubishi Electric / Daikin / Toshiba / Fujitsu General
13	Double Skin TFA Unit	Zeco / Edgetech / Nutech / Citizen
14	GI Ducts	Jindal / Sail / TATA

15	Grilles and Diffusers	Cosmos / Caryaire / System Air / Airtech / Airpro / Dynacraft / Tristar
16	Ventilation Fans	Kruger / Nicotra / Air Flow / Caryaire / Greenheck
17	Vibration Isolators	Dunlop / Cori / BDK / Resistoflex
18	Fire Dampers	Caryaire / Airtech / Cosmos / Greenheck / Airpro
19	Damper Actuator	Siemens / Honeywell / Belimo
20	Sensors	Siemens / Honeywell / Belimo
21	Motors	Bharat Bijlee / Crompton / Siemens / ABB
22	Starter Panel	Sterling and Wilson / Zenith Engineering / Arrow Engineers / Marine Electricals / Sinerco / Goel Power / Power Control / L&T / ABB / Schneider Electric / GE
23	Refrigerant Copper Piping	Mandev / Totaline / Mexflow / Nippon
24	Insulation Materials	
	a) Resin Bonded	Lloyds / Beardsell / Cooline Navair / Pyroguard / UP Twiga / Kimmco
	b) Rock Wool	Vidoflex / Arma Flex / Arma Cell / Thermobreak / UP Twiga
	c) Nitrile Rubber	K Flex/ Armaflex / Superlon
25	Variable Frequency Drive	Siemens / ABB / Schneider / Danfoss
26	Refrigerant Copper Piping Insulation	K Flex / Armaflex / Superlon
27	PVC Pipes and related accessories	Precision / Polycab / Prince

		/
		Finolex / Supreme / Astral / Dunlop
28	Filter	Klenzaid / Spectrum / Pyramid / EMW
29	Fire Rated Canvas Connection	Easyflex / Resistoflex
30	Adhesives	Armaflex 520 / Pidlite SR 998 / Foster / IIDL / Napco / Star Bond
31	Central Controller	Daikin / Toshiba/ Mitubishi / Fujitsu General
32	Corded / Cordless Remotes	Daikin / Toshiba/ Mitubishi / Fujitsu General
33	Flow Control Devices	Aldes / Transmonk / Airflow / Belimo/ Seimens / Schneider / Flowcom
F	FIREFIGHTING	
1	Fire, Sprinkler, Hydrant Main Jockey Pumps	Kirloskar / Mather & Platt-WILO / Crompton / KSB
2	Terrace Pumps	Kirloskar / Mather & Platt-WILO / Crompton / KSB
3	Diesel Engine	Cummins / KOEL / Greaves / Perkins / Cooper / Gemmco
4	Battery	Exide / Amara Raja / Rocket / Amaron / Standard / AMCO / Prestolite / Tata Green
5	Battery Chargers	Servilink / HBL / Numeric / Robin Teper
6	Motors	KEC / Siemens / ABB / Crompton / Kirloskar / Crompton / Bharat Bijlee
7	Starters	L & T / Schneider / Siemens / ABB / Legrand
8	Anti Vibration Mounting, Expansion Joints	Dunlop / Resistoflex / Easy Flex / Flexionics / Vimpa / IMRA
9	Motors	KEC / Siemens / ABB / Crompton / Kirloskar / Crompton / Bharat Bijlee
10	Starters	Legrand / L&T / Schneider Electric / ABB / Siemens
11	GI / MS Pipes	TATA / Jindal / Sail
12	Pipe Fittings	Jainsons / Unik / VR
13	Non-Return Valves	Leader / Zoloto / Sant / Kirloskar / Advance / Audco / Hawa / Lehry
14	Gate Valves	Leader / Zoloto / Sant / Kirloskar / Advance / Audco / Hawa / Lehry
15	Sluice Valves	Leader / Zoloto / Sant / Kirloskar / Advance / Audco / Hawa / Lehry
16	Butterfly Valves	Leader / Zoloto / Sant / Kirloskar / Advance / Audco / Hawa / Lehry
17	Ball Valves	Leader / Zoloto / Sant / Kirloskar / Advance / Audco / Hawa / Lehry
18	Air Release Valves	Leader / Zoloto / Sant / Kirloskar / Lehry / Shah Bhogilal
19	Solenoid Valves	Rotex / ASCO / Switzer / Danfoss / Aira Eurotech / Honeywell

20	Y-Strainer	Leader / Zoloto / Sant / Kirloskar / Advance / Audco / Hawa
21	Pressure Switches	Indfos / Danfoss / Honeywell / Stefa / Switzer / NICO
22	Pressure Gauges	HD Fire / H Guru / Fiebig / Waree
23	Air Vessel	Nema / Golden Deer / Zenith / As per CPWD Specifications tested upto 25KG / Sq. Mtrs.
24	Anti Corrosive Materials	IWL / Rustech / Pypkote
25	Pipe Clamp & Supports	Chilly / Euroclamp / Easyflex / Gripple
26	Hydrant Valves	Padmini / New Age / Omex / Minimax / Superex
27	Fire Hydrants	Padmini / New Age / Omex / Minimax / Superex
28	RRL Hose Reel	Padmini / New Age / Omex / Minimax / Superex
29	Fire Hose Reel	Padmini / New Age / Omex / Minimax / Superex
30	Fire Hose, First -Aid Hose Reel, Branch Pipe, Siamese Connections, Hose Coupling, Nozzle, Fire Brigade Connection, etc.	Padmini / New Age / Omex / Minimax / Superex
31	Stand Post Hydrant	New Janta Metal Works / New Age / AAG / Padmini
32	Sprinklers	HD Fire / Tyco / Viking / Grinnell / Spray Safe
33	Flexible Drop Connection	Flexhead / Newage / Tyco
34	Flow Switch	Danfoss / Switzer / Honeywell / System Sensor / HD Fire / Tyco
35	Test Drain Assembly	New Age / Tyco / HD Fire / Viking / Spray Safe / Grinnell
36	Alarm Control Valve, Installation Control Valve	New Age / Tyco / HD Fire / Viking / Spray Safe / Grinnell
37	Fire Extinguisher	Kanex / Minimax / Safex / New Age / Cease Fire / Safe Guard
38	Single Phase Preventer	Salec / Legrand / Minilec
34	C.I Water quality pipes	Electrosteel / Kapilansh/Keshospun
35	C.I Soil quality pipes	Neco / Saint Gobain/ Kapilansh
S.	Description	Approved Makes
36	C.I Frame & Cover	Neco / Saint Gobain
37	S.W Pipe & Gully Trap	Kashmira, Rajura, Girco, Perfect, C.I.or approved eq.
38	RCC Hume pipe	IHP, Pranali, Premier, Shreeji, Pragati, Usha, JSP or app. Eq
39	SFRC frame & cover / gratings	Bharat, Shreeji, SS, KK or approved eq.

40	HDPE Pipe	Supreme / Mahavir
41	SS Pipes & Fittings	J-Press/ Viega/ Platinox
42	SWR-UPVC pipe & fittings	Supreme / Ajay / Astral
43	Water supply PVC pipes & Fittings	Ashirwad/ Ajay / Astral
44	Pig Lead	Hindustan Zinc
45	PVC flushing Cistern	Parryware / Hindware
46	Pressure Gauge	Fiebig / H. Guru
47	Foot Valve (Ball type)	Normex /Zoloto/Itap
48	SBR / EPDM Gaskets	Prabhat, Orient, Paul, Durableor approved eq.
49	C.I fittings / Specials	Electrosteel / Kapilansh/NECO
50	Flush Valves	Jaquar / Grohe / Kohler
51	Check Valve WaferType	Advance / Danfoss / Kirloskar
52	Check Valve Dual Plate	Advance / SKS
53	Check Valve Forged Screwed	Leader / RB / Sant / TBS / Zoloto
54	Check Valves (slim type)	Zoloto / Intervolve
55	Butterfly Valve	Itap / C&R / Audco
56	Ball Valve (15 to 40 mm)	Sant / Zoloto
57	Pressure Reducing Valve	VARIE (Vartsila) / Honeywel/Zoloto
58	Cockroach trap	Chilly
59	CI double flanged non-return valve	Kirloskar, IVC, Leader,
60	Cast Iron Pipes & Fittings Manhole covers and frames	
a.	As per IS:3989 (Pipes & Fittings)	Kapilash
b.	As per IS:1729 (Manhole covers and frames)	Raj Iron Foundry Agra
c.	As per IS:1536 (CI Class LA Pipes)	IISCO / NECO /Electrosteel
61	D.I. Manhole Covers & Frames	Neco / Kapilansh
62	CILA fittings	Kartar valves & fittings
3	Suspended Manhole and Gully Trap	Patel Pattern
64	Drip Seal	ACQUA Bond / Vinod Cement Co.
65	GI pipe sealent	Henkel - LOCTITE 55
66	Pipe clamp & supports	Chilly / Euroclamp / Easyflex / Gripple
67	D. I. Pipes	Electro Steel / Jindal / Lanco Kalahasthi
68	Copper Pipes & Fitting	Flowflex Rajco / Viega Max flow
69	UPVC Pipe	Astral / Ashirwad/ Ajay
70	CPVC pipes	Astral / Ashirwad/ Ajay
71	PB Pipe	Flexalen Thermaflex / George Fisher

72	Solenoid Valve	Avcon / Danfoss
73	FRP frames, covers and gratings	Everlast / Thermodrain / Fibro cast
74	Enamel Panting of pipes etc. (low VOC)	Asian (ADCOLITE ONLY) / Goodlas Nerolac / ICI
75	Ball Float Valve	Esseti / HBD / Zoloto
76	NRV Ball type Sewage application	Danfoss / Silverspark
77	Y Strainer CI	Emerald / Sant / SKS / Zoloto
S.	Description	Approved Makes
78	Water Pumps	Grundfos/DP/Wilo/KSB/Kirloskar
79	Anti Vibration Mounting & Flexible Connections	Cori / Dunlop / Flexionics / Kanwal Industrial Corporation / Resistoflex /
80	Pressure Switch	Indfoss / Danfoss
81	HDPE corrugated underground	D-Rex
82	Electronic Flow Meter	Krohne (Forbes Marshall) / Rockwin
83	Level Controller & Indicator (Water)	Auto Pump / Cirrus Engineering / Elegend Controls / Technika / Techtrol
84	MH / Water Tank Plastic Steps	KGM / Patel / Pranali Industries
85	Fastner	Fisher / Hilti
86	Fire Sealant	Birla 3 M / Hilti / Promat / STI (USA)/
87	Manhole (Prefabricated)	OK Play / Supreme
88	Temperature Sensor/ Gauge	Forbes Marshall / Danfoss / Wika
89	Pressure Vessel	ELBI / Wellmate/ Aventura

NOTE:

- **THE SUPERIOR/ EQUIVALENT MAKE MAY BE USED ONLY AFTER THE APPROVAL OF ENMPLOYER.**
- **IN CASE ANY INFERIOR QUALITY / SUB-STANDARD MAKE IS FOUND TO BE SUPPLIED BY THE CONTRACTOR, THE EMPLOYER'S RESERVES THE RIGHT TO DISCARD THE USE OF THE SAME.**

APPENDIX-III

SAFETY CODES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-
 - i. If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

- ii. During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - iii. Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all round the point of drilling to avoid entry of people;
 - iv. After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - v. After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - vi. After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be

- immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - (m) The workers shall be provided with Gumboots or non sparking shoes bump helmet and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
 - (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
 - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man.
 - (viii) IIMM may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
 - (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

APPENDIX-IV

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS

1. APPLICATION

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-
 - (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments :-
 - 1) 6 small sterilized dressings.
 - 2) 3 medium size sterilized dressings.
 - 3) 3 large size sterilized dressings.
 - 4) 3 large sterilized burn dressings.
 - 5) 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 - 6) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 7) 1 snakebite lancet.
 - 8) 1 (30 gms.) bottle of potassium permanganate crystals.
 - 9) 1 pair scissors.
 - 10) 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 - 11) 1 bottle containing 100 tablet (each of 5 gms.) of aspirin.
 - 12) Ointment for burns.
 - 13) A bottle of suitable surgical antiseptic solution
 - (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipment.
 - 1) 12 small sterilised dressings.
 - 2) 6 medium size sterilised dressings.
 - 3) 6 large size sterilised dressings.
 - 4) 6 large size sterilised burn dressings.
 - 5) 6 (15 gms.) packet sterilised cotton wool.

- 6) 6.1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
- 7) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label
- 8) 1 roll of adhesive plaster.
- 9) 1 snake bite lancet.
- 10) 1 (30 gms.) bottle of potassium permanganate crystals.
- 11) 1 pair scissors.
- 12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.
- 13) A bottle containing 100 tablet (each of 5 gms.) of aspirin.
- 14) Ointment for burns.
- 15) A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

- (iii) Wash facilities shall be conveniently accessible and shall be kept in clean and hygienic condition. Su

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
 - (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one

latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv)(a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi)(a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaal to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

(ii) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

(iii) The canteen shall be maintained by the contractor in an efficient manner.

(iv) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

(v) The canteen shall be sufficiently lighted at all times when any person has access to it.

(vi) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

(vii) The premises of the canteen shall be maintained in a clean and sanitary condition.

(viii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(ix) Suitable arrangements shall be made for the collection and disposal of garbage.

(x) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

(xi) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

(xii) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

(xiii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(xiv) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

(xv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xvi) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

(xvii) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely: -

(a) The rent of land and building.

(b) The depreciation and maintenance charges for the building and equipment provided for the canteen.

(c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

(d) The water charges and other charges incurred for lighting and ventilation

(e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

(xviii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by

the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof



INDIAN INSTITUTE OF MANAGEMENT MUMBAI

Vihar Lake Road, Powai, Mumbai 400087

TENDER DOCUMENT FOR

Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM
Mumbai Campus with Associated Civil, MEP & Finishing Works

NIT No.: IIMM/IPS/CONT/2025-26/007 Date: 21.04.2026

Invited By

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

April 2026

**Volume II
Financial Bid**

Name of work:

Construction of Startup–Industry Collaboration & Incubation Support Facility at IIM Mumbai Campus with Associated Civil, MEP & Finishing Works

a) CIVIL WORK						
Sr. No.	CPWD Sr. No.	Particular	Quantity	Unit	Rate Incl. GST	Amount Incl. GST
1	4.1	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 12.5mm nominal size derived from natural sources)	184.23	Sqm	463.24	85,340.11
2	11.41A	Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.				
	11.41A.3	Glazed Vitrified tiles Matt/Antiskid finish of size				
	11.41A.3.3	Size of Tile 800 x 800 mm	400.23	Sqm	1,944.28	7,78,150.42
3	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	804.00	Kg	150.75	1,21,201.72

4	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
	6.1.1	Cement mortar 1:4 (1 cement : 4 coarse sand)	0.40	Cum	8,310.50	3,354.53
5	8.2	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.				
	8.2.1.2	Area of slab over 0.50 sqm	12.83	Sqm	3,534.43	45,353.86
6	9.147.A4	Three track three panels sliding window with two glazed & one wire mesh panels with Aluminium channel for roller track, wool pile, nylon rollers with SS 304 body.				
	9.147.A4.1	Using R2 series with frame (70mm & above) x (40mm & above) & both glazed and fly screen sash (25mm & above) x (50mm & above) with zinc alloy (zamak) powder coated touch locks with hook. (Height upto 1.2 meter).	25.92	Sqm	12,395.36	3,21,287.83
7	21.18	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & double acting hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc. to be paid separately).	115.90	Sqm	6,005.02	6,95,981.62

8	21.19	Filling the gap in between aluminium/ stone/ wood frame and adjacent RCC/ Brick/ Stone/ wood/ Ceramic/ Gypsum work by providing weather/structural non sag elastomeric PU sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete complying to ASTM C920, DIN 18540-F & ISO 11600.				
	21.19.1	Upto 5mm depth and 5 mm width	280.00	m	166.98	46,755.68
	21.19.2	Upto 10 mm depth and 10 mm width		m	226.57	-
	21.19.3	Upto 20 mm depth and 20 mm width		m	409.51	-
9	9.81	Providing and fixing bright finished brass handles with screws etc. complete:				
	9.81.1	125 mm	8.00	No.	289.38	2,315.01
10	9.76	Providing and fixing bright finished brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete.	3.00	No.	963.63	2,890.89
11	9.101	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.				
	9.101.2	Twin rubber stopper	3.00	No.	81.58	244.73
12	10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.				
	10.16.1	Hot finished welded type tubes.	7445.42	Kg	219.19	16,31,949.97

13	21.1	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 / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :				
	21.1.1	For fixed portion 75x50x1.8mm				
	21.1.1.2	Powder coated aluminium (minimum thickness of powder coating 50 micron)	2394.70	Kg	598.60	14,33,458.64
14	17.7	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:				
	17.7.1	White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps	2.00	No.	2,986.61	5,973.22
15	17.22A	Providing and fixing CP Brass 32mm size Bottle Trap of approved quality & make and as per the direction of Engineer-in-charge.	2.00	No.	1,166.75	2,333.50
16	17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.				
	17.28.2	Flexible pipe				
	17.28.2.2	40 mm dia	2.00	No.	134.79	269.59

17	18.9	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge : External work				
	18.9.2	20 mm nominal outer dia. Pipes.	100	m	309.28	30,927.67
	18.9.5	40 mm nominal outer dia. Pipes.	100	m	634.85	63,484.59
18	12.45	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37 mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50 mm long with 6 mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre,				

		shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with :				
	12.45.1	12.5 mm thick tapered edge gypsum plain board conforming to IS: 2095- (Part I) : 2011 (Board with BIS certification marks)	92.11	Sqm	1,528.68	1,40,810.66
19	12.43	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.				
	12.43.1	75 mm	100.00	Nos	417.01	41,701.05

	12.43.2	110 mm	150.00	Nos	418.65	62,796.80
20	12.41	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. (i)Single socketed pipes.				
	12.41.2	110 mm diameter	107.75	m	425.52	45,850.12
21	12.46	Providing and fixing to the inlet mouth of rain water pipe PTMT (an Engineering Thermoplastic) grating square (Slit) 150 mm square with a height of 8 mm and weighing not less than 100 gms.	15.00	No.	95.33	1,429.97
22	12.42	Providing and fixing on wall face unplasticised - PVC moulded fittings/accessories for unplasticised Rigid PVC rain water pipes conforming to IS 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.				
	12.42.1	Coupler				
	12.42.1.1	75mm	20.00	Nos	103.39	2,067.86
	12.42.1.2	110mm	20.00	Nos	153.51	3,070.22
	12.42.2	Single pushfit Coupler :				
	12.42.2.1	75mm	10.00	Nos	104.97	1,049.71
	12.42.2.2	110mm	10.00	Nos	143.87	1,438.71
	12.42.3	Single tee with door				
	12.42.3.1	75x75x75 mm	10.00	Nos	185.14	1,851.38
	12.42.3.2	110x110x110 mm	10.00	Nos	264.01	2,640.07
	12.42.4	Single tee without door				
	12.42.4.1	75x75x75 mm	20.00	Nos	162.70	3,254.00
	12.42.4.2	110x110x110 mm	20.00	Nos	249.57	4,991.50
	12.42.5	Bend 87.5°				
	12.42.5.1	75 mm bend	20.00	Nos	119.40	2,388.07

	12.42.5.2	110 mm bend	20.00	Nos	169.52	3,390.43
	12.42.6	Shoe (Plain)				
	12.42.6.1	75 mm Shoe	10.00	Nos	104.97	1,049.71
	12.42.6.2	110 mm Shoe	10.00	Nos	148.66	1,486.63
23	18.18	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :				
	18.18.3	25 mm nominal bore	2.00	No.	523.22	1,046.44
24	13.1	12 mm cement plaster of mix :				
	13.1.1	1:4 (1 cement: 4 fine sand)	10.35	Sqm	391.30	4,049.99
25	13.78	Providing and applying 12 mm thick (average) premixed formulated one coat gypsum lightweight plaster having additives and light weight aggregates as vermiculite/ per liter respectively conforming to IS: 2547 (Part- 1 & II) 1976, applied on hacked / uneven background such as bare brick/block/ RCC work on walls & ceiling at all floors and locations, finished in smooth line and level etc. complete.	9.00	Sqm	528.69	4,758.22
26	13.26	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	9.00	Sqm	296.20	2,665.78
27	13.83	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.				
	13.83.2	Two coats.	9.00	Sqm	161.01	1,449.08
28	13.47	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade				

	13.47.1	New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)	9.00	Sqm	192.92	1,736.26
29	13.52	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.				
	13.52.1	On steel work	306.65	Sqm	272.58	83,584.79
30	32.5	TOWER TYPE SPLIT UNITS Supplying, Installation, Testing and Commissioning of Air Cooled Floor standing Tower type split Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 5 Mtr (IDU to ODU), copper power cable upto 5.5 Mtr (IDU to ODU), i/c drain pipe of suitable length and size. R-32/R-410/R 407C Green Refrigerant, wireless Remote control, suitable for working between 380V-415V 50 hz ,3 phase AC supply with low & high voltage cutoff and capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary with min 5 year Original Equipment Manufacturer (OEM) warranty both compressor and Printed Circuit Board (PCB). as specified. The system shall be able to deliver 100% of the rated capacity as per relevant IS Code. The lab testing reports as per IS: 1391 shall be submitted from National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited as per International Electrotechnical Commission (IEC) 17025 standards / Central Power Research Institute (CPRI)/ Electrical Research and Development Association (ERDA)with Original Equipment Manufacturer (OEM) etc.				

		complete as per CPWD specification and as per IS: 1391 as required. Heat Pump (Heating & cooling)				
	32.5.3	4.6 TR BEE 4 Star Rating	26.00	Each	1,46,304.00	38,03,904.00
31	32.2	<p>HI - WALL SPLIT SYSTEM Supplying , Installation, Testing and Commissioning of Air Cooled Hi Wall split type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 3.5 Mtr (IDU to ODU) i/c drain pipe R-32/R-410/ R-407 Green Refrigerant, wireless Remote control, suitable for working between 180-260V with low & high voltage cutoff and 50 hz , 1 phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor. The system shall be able to deliver 100% of the rated capacity upto 42 °C. Min 5 year Original Equipment Manufacturer (OEM) warranty both compressor and Printed Circuit Board (PCB). Must comply : Electrical cable IS 694 or IS 9968 temperature sensing control IS /International Electrotechnical Commission (IEC) 60730, hermetic compressor IS 10617, heat exchanger IS 11329, capacitor IS 2993 and motor IS 12615. Complete as per CPWD specification and IS : 1391 Part II 2023. The system shall be able to operate up to 50 °C (out door ambient temperature).nverter Type - Cooling only</p>				
	32.2.4	2 TR with 5 Star BEE Rating	8.00	Each	57,396.00	4,59,168.00

32	2.8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	2.8.1	All kinds of soil.	7.74	Cum	293.49	2,272.80
33	16.11	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	4.00	Sqm	995.76	3,983.05
34	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
	4.1.8	1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources).	0.40	Cum	7,680.61	3,072.25
35	4.3	Centering and shuttering including strutting, propping etc. and removal of form work for :				
	4.3.2	Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc..	0.80	Sqm	949.93	759.94
36	5.33	Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and				

		reinforcement as per direction of the engineer-in-charge; for the following grades of concrete.				
		Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the specified minimum cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement				
	5.33.1	All works upto plinth level				
	5.33.1.2	Concrete of M30 grade with minimum cement content of 350 kg /cum	15.20	Cum	10,886.92	1,65,481.21
37	5.9	Centering and shuttering including strutting, propping etc. and removal of form for :				
	5.9.1	Foundations, footings, bases of columns, etc. for mass concrete	114.40	Sqm	442.15	50,582.42
38	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
	5.22.6	Thermo-Mechanically Treated bars of grade Fe-500D or more.	5400.00	Kg	121.60	6,56,651.95
39	MR	Laying Protective screed (average 75 mm thickness) of Light weight Nodular Concrete admixed with integral waterproofing compound & Polypropylene fibers @ 0.9 Kg/ Cum to be laid in proper slope towards drain with minimum thickness of 50 mm on horizontal surfaces and 15 mm thick rich cement sand (1:4) plaster admixed integral waterproofing compound on vertical surfaces.	5.60	Cum	2,159.40	12,090.75
40	R3-CS-WP-46	Providing waterproofing treatment to the part portion of the existing	310.00	Sqm	429.52	1,33,151.20

	(old building) terrace/ top slab at any floor level including slab portion beneath overhead water tank by:				
	1. Dividing the part portion of the existing slab area taken for grouting by marking grid at a spacing of 1.2 m. c/c in either direction and form square panels of the size 1.2 m. x 1.2 m. and drilling the holes (by using machine) 37 mm. to 50 mm. dia upto required depth in the R.C.C. slab in staggered form at the junction of the above marked grid as specified and directed by an Engineer in charge.				
	2. Filling the holes only at bottom portion with 10 mm size metal, inserting the grouting nozzle in the drilled hole for grouting and making the hole watertight by filling the gap between nozzle and the hole with cement mortar 1:1 or any other suitable material as a sealant.				

	<p>3. Injecting the cement grout admixed with waterproofing compound (one part of cement to 2 parts of water is recommended), by giving injection under pressure. This proportion may be changed to leaner or richer mix as per requirement at site and the process of grouting as the capillaries present in the slab get filled by cement grout then for further grouting leaner mix (not less than 1:5 may be required for further grouting) admixed with w/p compound with required pressure not less than 0.3 kg/sq.cm by grout pump so as to seal all inherent holes, honey combs, cavities and voids and making the whole structures consistent and homogeneous solid mass resistant to seepage, dampness, moisture. When the portion of the slab covered by a hole is completely filled up with grout, allow sufficient quantity of grout to overflow from the vent holes (i.e. holes at diagonally opposite corners will act as vent hole), to ensure no air pockets left.</p>				
	<p>4. Taking holes one by one in the staggered form for grouting purposes and in each case holes at the diagonally opposite end will be acting as vent holes.</p>				
	<p>5. Filling the entire area by 15 cm. deep water for ponding test. The ponding test shall be checked after 7 days by the officer of the rank not below Executive Engineer along with Zonal Executive Engineer to ensure that there is no leakage found. The certificate to this effect shall be given by the concerned engineer.</p>				
	<p>6. Repeating step 2 to 5 until the entire structure is found completely waterproof.</p>				
	<p>7. Sealing the holes with suitable type of sealant material and curing the slab for 10 days and cleaned. The rate includes watering, tapping curing, and cleaning the top of all dust, loose</p>				

		materials stains etc. complete as directed.				
		NOTE : The part portion of terrace slab shall be paid for actual area treated.				
41	17-1-2	<p>SITC of Electric Traction Passenger Lift with · Rated capacity :- 6 Passenger/408Kg Floors :- G+1 floor (2Stops/2 Landings) Travel :- 3 to 4.2 mtrs Location of Lift Machine:- MR/MRL Rated speed :- 1.0mps VS Car/Landing door clear opening of 800 mm wide x 2000mm Clear Car size ofmm wide xmm deep x 2250mm high Lift shaft available having clear size ofmm wide xmm deep,mm Pit depth,mm Overhead.</p> <ul style="list-style-type: none"> · Doors type :- COPO/TOPO Doors with frame made from SS 304 grade solid(non-claded) sheet of 1.5mm thick in hairline finish for car and all landing doors with SS door architraves/frames The lift doors shall have minimum 1 hour fire rating (with submission of necessary valid Test Certificate issued by NABL accredited or Independent Test laboratory) · Lift car enclosure made from SS 304 grade solid(non-claded) sheet of 1.5mm, thick with hairline finish with frame made from MS girders, bracing of adequate size with minimum safety factor of 5, with Toe Guard Apron, with necessary false ceiling with LED lights having light intensity of at least 100 lux in car, blower/fan for ventilation & SS chequered plate flooring, handrails, mirror, emergency light etc. The lift car interior design shall be done as per the directions of engineer in charge. · COP with SS face plate having metallic push buttons with Braille Code & luminous indicator around button with FPI, scrolling UP/DN LED indicator & with / without attendant key switch, OWD with audio visual alarm, VAS in Marathi, Hindi & English with 	1.00	No	11,97,972.58	11,97,972.58

intercom system with telephone instrument in Lift car, LMR & FCC/ground floor · LOP with SS face plate having recess/surface push button box for all landings with scrolling UP/DN LED indicator having metallic push buttons with Braille Code & luminous indicator around button with CPI, Lift car arrival & next travel direction audio-visual indication at all landings. ·

Lift controller based on microprocessor/ PLC with VVVF Drive having closed loop control system, with IBMS compatible having necessary port, The Controller shall have necessary Protections such as

- overcurrent, overvoltage, over speed, overheat for all devices including
- lift motor and travel direction protection, protection for phase loss at
- input or output, Ascending Car Overspeed Protection etc.

various operation modes such as maintenance, change direction by attendant, full load bypass, VIP call operation, self leveling operation, call cancel facility,

- auto return to home landing,
- fireman evacuation operation,
- door
- open/close operation from COP etc.

The system can record information for minimum 30 latest faults, with Real-time clock management and Handheld keypad with LCD screen for view and setting of parameters,

The control panel duly wired with proper size & strength, copper wire for power & control circuit, with provision for addition of floor/control card & allied accessories control panel having enclosure of 1.5mm CRCA sheet with powder coating with

IP54 Protection class

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ARD complete with necessary SMF VRLA batteries shall be such that minimum three consecutive rescue operations can be performed without recharging for the maximum travel distance between two consecutive served stops. ARD have a suitable audio alarm with visual indication or voice annunciation in the lift car or lift controller to indicate “Low battery”.

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Fireman controller having fireman switch at fire Landing. CCTV surveillance system comprises of 2nos minimum 2.0MP FHD IP based vandal proof Dome camera in lift car & in LMR/inside lift shaft top aimed on Lift machinery & controller with NVR kept in LMR/FCC with HDR data backup for 90 days with 20” FHD TV monitor, to be kept in FCC/LMR as directed by Engineer In Charge.

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Lift Machine of Gearless PMSM of suitable kW with duty cycle of minimum 120 starts/hr (with submission of necessary valid Test Certificate issued by NABL accredited or Independent Test laboratory), with Traction pulley, OSG, electromagnetic brakes, entire assembly mounted on adequate size girders duly fixed on LMR floor/ shaft walls complete with main/diverter traction sheaves, suspension wire ropes/belts of adequate size & strength

.

Other mechanical parts such as

	<p>'T' section adequate size guide rails for car & counter weight with brackets fasteners, counter weight frame with necessary blocks, buffers with necessary support arrangement, MS pit ladder etc. erected with necessary steel work</p> <p>·</p> <p>Minor civil work such as alteration work if any necessary for erection of landing door frames and it's accessories e.g. sill, header, hole pass etc complete with plaster finish, civil work for erection buffers, erection of lift machinery, adequate size core cuts if required & scaffolding for erecting guide rails, providing and fixing steel girders/RCC work having adequate strength for mounting and hoisting lift machine etc. complete as per specification no. LFT. ·</p> <p>General:- Job includes entire procedure of obtaining all necessary erection permissions & "License to Work the Lift" from Electrical Inspector(Lifts) with submission to the Engineer In Charge.</p> <p>· The above rate includes Fully Comprehensive AMC for one year from the date of commissioning</p>				

42	MR 4	Providing and fixing 50 mm thick PUF insulated sandwich roofing panels with trapezoidal/ribbed profile, having both sides 0.50 mm thick galvalume colour coated sheets (AZ-150 GSM, 550 MPa), with modified polyester paint coating 20–25 micron on exposed surface and 7–10 micron epoxy coating on unexposed surface, fixed with stainless steel self-drilling/tapping screws (6x50 mm) with EPDM washers, including all necessary flashings, sealants and accessories complete.	623.66	Sqm	3,304.00	20,60,556.12
43	MR	Providing, drilling and fixing of chemical anchor fasteners of Hilti or Fischer power driven drill machine to a minimum depth of 100mm upto 200mm in RCC beams, lintels, columns and slabs to introduce steel bars in required diameter and depth, cleaning the hole with compressed air and wire brush, injecting two-component epoxy resin as per manufacturer's specifications, inserting high tensile threaded rod/anchor bolt of required diameter and grade, allowing proper setting time and thereafter fixing with suitable nuts, washers, plates or fixtures including tightening, alignment and all complete as per direction of Engineer-in-Charge.	104.00	No	1,770.00	1,84,080.00
44	MR	Providing and applying approved epoxy based bonding agent such as Fosroc Nitobond EP / Sika Latex Power / Dr. Fixit Epoxy Bonding Agent or equivalent for ensuring proper bond between steel members and masonry/ concrete surfaces, including cleaning of surface to remove dust, oil, grease and loose particles, roughening of surface wherever required, application of bonding chemical as per manufacturer's specifications, complete in all respects as per directions of Engineer-in-Charge.	35.84	Sqm	283.20	10,151.09

45	MR	Providing and fixing in position I.S.I. mark Dry chemical powder type fire extinguisher of 10 kg. capacity.	6.00	No.	5,727.76	34,366.58
46	MR	Providing and fixing in position Co2 water type fire extinguishers of 9 liters capacity each.	6.00	No.	4,600.25	27,601.50
47	MR	Providing and keeping in position standard sand buckets filled with clean sand and painted red from outside at various places in podium and stilt.	5.00	No.	1,262.81	6,314.07
48	MR	SERVICE COUNTER: Providing and erecting service counter (2'-3") wide to made out of 19mm thk.ply.Thecounter to have lockable drawers 3" deep in19mm thk. ply and shall be finished with approved jet black granite including necessary cutouts etc complet as per design & Non-Schedule Item.	5.00	Rmt	21,240.00	1,06,200.00
49	MR	Providing and fixing factory-laminated Crosslinked Polyethylene (XLPE) foam thermal insulation sheets of minimum 9 mm thickness and minimum density 28 kg/m ³ , laminated on both sides with reinforced aluminium/metallized foil facing, conforming to relevant specifications, including surface preparation, cutting, fitting, and fixing in position below dome area using approved silicone adhesive, complete with sealing of joints using aluminium foil tape, finishing, and all incidental works required to complete the job as per directions of Engineer-in-Charge	75.36	SqM	275.00	20,724.00

50	MR	<p>Designing, Supplying, Assembling / fabricating, Installation, finishing, testing and fixing in position of 4mm thick 6063 T6 Aluminium with Laser / CNC Cut Elevational Panels (Jali design) of approved make, color, shape, size & design and to have monotonous span without joint as per specifications & standards with a warranty of 10 years. Fixing of the same to be done on a supporting frame of 50 mm X 50 mm X 3 mm M.S tube and fixed to building structure as per design through 50mmX50mmX mm 5 mm MS angle cleat prefixed to masonry slab or columns with Hilti make anchor fastener along with all related hardware and fixtures. The panel should then be fixed on the M.S. Tube as per architectural drawings or as directed by Engineer-in-charge. Each panel should be riveted on substructure maintaining a gap of 6mm on all the sides between each Panel for Air circulation and expansion and contraction as per installation specifications provided by the Designer/Contractor. The cost shall include all expenses related to storage, material handling, lifting, freight, labour, scaffolding etc as directed by Engineer-in-charge. The product composition to be Aluminium with extended exterior coatings and with a warranty for coating of 10 years. The assmby to be fixed using 19mm SS 316 (10mm or 20mm), Coloured 22mm Wafer Head Screws, Aluminium rivets etc complete to the satisfaction of the Architect & Engineer in charge and as per directions. (M.S. Work to be paid separately).</p>	9.00	Sqm	4,248.00	38,232.00
51	MR	<p>Providing and fixing premium quality CP Brass Soap dispenser with glass bottle of standard shape as approved quality and colour complete in all respect as per manufacturers specification and direction of Engineer-in-</p>	2.00	Each	2,124.00	4,248.00

		charge. Make : Jaquar model : AKP-35735P or equivalent.				
52	MR	Providing and fixing Wall & Column Panelling for the existing surfaces to be made out of 16 gauge Aluminium framework backing of size 2" X 1" at 1'6" to 2' c/c bothways to be covered with 12mm thk 303 MR grade Commercial Plywood and finished with approved 4.0 mm thk Veneer and melamine polish in any design, pattern, veneer alignment etc including skirting & band at top in the same alignment with a groove and including teakwood moulding of approved size as shown in detailed drawing or as directed by Architect	56.50	Sqm	5,900.00	3,33,344.10
53	MR	Providing and erecting False ceiling in WPC Baffles of wooden texture with Size shall be 40-50mm x 100 mm (W x H) & shall have a minimum of 25mm to maximum of 100mm Gap as per directions & instructions from the Architect on site, including all accessories such as hanging arrangement, screws and other accessories, hardware, fittings, fixtures etc including fixing the same to the main RCC ceiling with fasteners, clamps, necessary fittings etc complete. All suspended hanger, clips, unigrd channel shall be Galvanised mild steel and of approved color of the baffles including the installation which shall be done as per manufacturer's specification. The panels shall have dimensional stability, longevity with resistance to rot and crack and all technical features as per manufacturers specifications and standards with stability over a wide temperature range, weather resistant, Moisture resistant, fire rated, High impact	344.23	Sqm	5,900.00	20,30,927.50

		resistant, Outstanding screw and nail retention, Environmentally friendly, recyclable and containing no toxic chemicals or preservatives etc complete as per latest standards and guidelines. (Quantification of the Panels shall be done in terms of the Sq. Fts area calculated in and over the Plan view i.e. overall footprint area of the panels)				
54	MR	Extra (Over and above the rate quoted for Item No 1 above) for Designing, Supplying, Assembling / fabricating, Installation, finishing, testing and fixing in position of Openable side / top hung vision glass panels (IGUs) including providing and supplying at site all accessories and hardwares for the openable panels as specified and of the approved make such as heavy duty stainless steel friction hinges, min 4 -point cremone locking sets with stainless steel plates, handles, buffers etc. including necessary stainless steel screws/ fasteners, nuts, bolts, washers etc. all complete as per the Architectural drawings, as per the approved shop drawings, as specified and as directed by the Architect & Engineer- in-Charge. (For payment, only the actual elevational area of glass openable windows on the face of the glass panels (excluding the areas of the grooves and weather silicone sealant) provided and fixed in position, shall be measured in sqm)	14.40	Sqm	2,596.00	37,382.40

55	MR	Providing and fixing Zebra Day & Night roller blinds made of dual layer PVC fabric having horizontal opaque strips for adjustable light control, in approved white colour, complete with aluminium roller tube of suitable diameter, bottom weight bar, side-operated beaded chain mechanism with clutch, mounting brackets, end caps and all necessary fittings and accessories, including fabrication, assembly, transportation, loading/unloading and installation at site, all complete as required as directed by engineer incharge.	57.60	Sqm	2,596.00	1,49,529.60
		Total				1,72,24,578.09

b) ELECTRICAL WORK						
SR No	Description of item	C.S.R.No 2023-24	Qty	Unit	Rate Incl GST	Amount Incl GST
1	Point wiring in PVC trunking (casing-capping) with 1.5 sq.mm (2+1E) FRLSH grade copper wire, flush type switch, earthing and required accessories as per specification no. WG-PW/SW	1.7.16	600	Mtr	484.98	2,90,988.00
2	Supplying and erecting modular type switch 6A/10A on provided plate and box with wiring connections complete.	1-6-1	75	Each	84.96	6,372.00
3	Supplying and erecting modular type switch 16A on provided plate and box with wiring connections complete.	1-6-2	20	Each	127.44	2,548.80
4	Supplying and erecting modular type switch 16/20A with indicator on provided plate and box with wiring connections complete.	1-6-6	10	Each	171.10	1,711.00
5	Supplying and erecting modular type 3 pin 6A multi socket with safety shutter on provided plate and box with wiring connections complete.	1-6-10	20	Each	136.88	2,737.60

6	Supplying and erecting modular type 3pin 6/16A multi socket with safety shutter on provided plate and box with wiring connections complete.	1-6-11	10	Eac h	219.48	2,194.80
7	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 4 module duly flushed to wall with required chiselling and finishing with cement mortar / POP as per required to match the background	1-6-37	10	Eac h	351.64	3,516.40
8	Supplying and drawing of 2x1.5 sq.mm. FRLSH grade copper wires with 1.5 sq.mm earth wire in provided concealed pipes and terminating on modular accessories in box for point wiring for independent plug as per specification No WG-PW/SW	1-7-10	75	Poin t	711.54	53,365.50
9	Supplying and erecting HMS PVC conduit FRLS grade 20 mm dia. With necessary accessories in wall/floor with chiselling appropriately as per specification No: WG-MA/CC.	1-1-7	150	Mtr	122.72	18,408.00
10	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. With necessary accessories in wall/floor with chiselling appropriately as per specification No: WG-MA/CC.	1-1-9	50	Mtr	136.88	6,844.00
11	Supplying and erecting LED square / circular Max. 18 W down lighter/Panel Light having pressure die-cast aluminium housing, polystyrene diffuser having system lumens output of Min. 2000 Lumens, min. efficacy of 110 lumen/W, CRI>80, CCT upto 6500K, Beam Angle of 120 deg., max. ripple of 5%, THD<10%, p.f. >0.95, operating range of 120-270V, surge protection of 2.5 kV, Life class of 50,000 Hrs. at L70B50, including driver, having mounting arrangement with board for surface type or spring loaded mounting clips complete with 3 years warranty.	2-1-5	30	Eac h	1821.92	54,657.60

12	Supplying and erecting Energy Saving BLDC Ceiling fan 230 V A.C. 50 cycles 1400 mm, Max. Energy Consumption of 28W having service ratio (CMM/W) of Min. 8, PF>0.9, THD	2-9-23	20	Eac h	5693.50	1,13,870.00
13	Supplying and erecting electronic type step regulator for ceiling fan 600/ 900/1200/ 1400 mm. sweep, complete erected on provided switch board.	2-10-9	20	Eac h	225.38	4,507.60
14	Supplying and erecting fan clamp of 30 x 5 mm. M.S. flat of required length and 10 mm. M.S. bolt and nuts erected with necessary hook of 10 mm. M.S. round bar and painted	2-10-3	20	Eac h	241.90	4,838.00
15	Supplying and erecting fan hook of 10 mm. M.S. round bar grouted in RCC slab with making the site as original.	2-10-4	20	Eac h	143.96	2,879.20
16	Supplying and erecting 'B' class G.I .pipe / M.S. pipe down rod duly painted for fan complete erected with PVC three core flexible cable 1 sq. mm copper PVC wire.	2-10-6	20	m	284.38	5,687.60
17	Supplying and erecting exhaust fan heavy duty 230 V A.C. 50 cycles 375/380 mm. 1400 RPM complete erected in position as per specification no. FGFN/ EXF	2-9-15	6	Eac h	4463.94	26,783.64
18	Supplying, erecting, testing and commissioning self contained water cooler 230/250V 50Hz nominal cooling capacity of 150 litres per hour and storage capacity 150 litres with partially stainless steel body as per specification no. APWCR/WC	3-3-10	1	Eac h	62956.54	62,956.54
19	Supplying and erecting 16/20/25A starter (modular range) 2 module for AC unit on provided box complete & duly concealed with necessary material and connected.	1-6-43	4	Eac h	454.30	1,817.20
20	Supplying and erecting 6 to 32A, 10kA, SPMCB suitable to fix in 1 module of modular switch in provided box complete & duly concealed with necessary material and connected.	1-6-44	30	Eac h	298.54	8,956.20

21	Supplying and erecting LED Strip light Max. 45 W IP20 class having minimum lumens output of 800 Lumens/m, min. efficacy of 90 lumen/W, CRI>80, CCT upto 5000K, Beam Angle of 110 deg., THD0.95, operating range of 230-270V, Life class of 30,000 Hrs at L70B50 including driver with minimum 1 year warranty as per specification No. FG-IDF/LED.	2-1-10	20	Each	2229.02	44,580.40
22	Supplying and erecting white footlight with 4 modules concealed modular box and LED lights with cover complete on wall /flush to wall with necessary chiselling in wall and finishing with cement and mortar / POP as per required and duly connected.	1-6-42	20	Each	523.92	10,478.40
23	Supplying and erecting bakelite call bell with 6 cm / buzzer with double coil suitable for 230V complete erected on PVC block.	2-2-1	4	Each	135.70	542.80
24	Supplying and erecting integrated LED street light fitting 26 to 30W IP65 & IK08 class having single piece pressure die-cast aluminium housing , having system lumens output of Min. 2600 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD0.95, operating range of 140-270V, inbuilt surge protection of 10 kV, Life class of 50,000 Hrs at L70B50 including driver complete with minimum 2 Years warranty as per specification No. FG ODF/SL	2-3-3	10	Each	2849.70	28,497.00
25	Supplying and erecting integrated LED flood light fitting Max. 30W IP65 & IK07 class having pressure die-cast aluminium housing, having system lumens output of Min. 3000 Lumens, min. efficacy of 100 lumen/W, CRI>70, CCT upto 6500K, THD0.90, operating range of 140-270V, inbuilt surge protection of 4 kV, Life class of 50,000 Hrs at L70B50 including driver with U	2-3-12	10	Each	2496.88	24,968.80

	shaped bracket with minimum 2 Years warranty as per specification No. FG ODF/FL.					
26	Supplying, erecting & marking SPMCB 40A to 63A, C-series with rated short circuit breaking capacity (Icn) 10kA in provided distribution board as per specification no. SW-MCB	5-3-4	8	Each	435.42	3,483.36
27	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 12 ways/phase (36 poles), with door, 1.2mm thickness surface/flush mounted, IP 43 Protection provided on iron/GI frame (horizontal busbar type) as per specification no. SW-MCBDB.	5-4-3	8	Each	4859.24	38,873.92
28	Providing, erecting & commissioning 4 pole RCCB 63A, with added immunity to avoid DC pulse tripping with 30/100/300 mA sensitivity complete as per specification no. SW-RCCB.	5-6-16	8	Each	7336.06	58,688.48
29	Providing and erecting galvanised 1000mm single arm sword type bracket with FRP dome and ball as per specification no. OH-PL/BKT	8-2-19	10	Each	3197.80	31,978.00
30	Supply & Installation of single color (warm white 2800k light / any other approved color) flexible LED strip light including required rated driver / power supply in multiples of 1 Rmtr as approved by category & models in other as approved make by client / architect / Engineer.) including cost and conveyance of all materials, taxes and all labor charges etc., complete.	MR	150	RMT	483.80	72,570.00
						9,90,300.84
				Total (a+b)	1,82,14,878.94	

	Total tender amount quoted in figure		Less/Excess	
	Total tender amount quoted in words		Less/Excess	

We hereby ready to execute the work on overall Percentage rate basis.

Total tender amount quoted in figure ₹ _____

Total tender amount quoted in words ₹ _____

Date: ___ / ___ / ___

**Contractor
Engineer**

Engineer In Charge