



INDIAN INSTITUTE OF MANAGEMENT MUMBAI
Vihar Lake Road, Powai, Mumbai 400087

TENDER DOCUMENT FOR

Supply, Installation, Testing & Commissioning (SITC) of 380 kVA Diesel Generator (DG) Set with AMF Panel, Allied Civil, Electrical and Associated Works for Pragati Vihar & Anand Vihar Guest Houses at IIM Mumbai Campus.

NIT No.: IIMM/IPS/CONS/ELE/2026-27/09 Date: 22.09.2026

Invited By

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

September 2026

**Volume I
Technical Bid**

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NOTICE INVITING e-TENDER (NIT)

NIT No. IIMM/IPS/CONS/ELE/2026-27/09

Dated: 22.09.2026

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	Supply, Installation, Testing & Commissioning (SITC) of 380 kVA Diesel Generator (DG) Set with AMF Panel, Allied Civil, Electrical and Associated Works for Pragati Vihar & Anand Vihar Guest Houses at IIM Mumbai Campus
Site / Location	IIM Mumbai, Vihar Lake Road, Mumbai.
Website for Viewing tender/Corrigendum/ Addendum	http://iimmumbai.ac.in and https://etenders.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. 42,13,104.00/- Including GST.
Cost of Tender Document	Rs. 5,900/- (Incl. GST) (Non-Refundable) to be paid in the form of be 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 84,300/- 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, 90 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 &

	prashant.shukla@iimmumbai.ac.in at least 7 days before the Bid submission date.
Date Of publishing of NIT	22.09.2026 on below mentioned portals http://iimmumbai.ac.in and https://etenders.gov.in/eprocure/app
Last Date for sending Prebid Queries	25.09.2026 up to 13.00 Hrs.
Last date & time of Procurement/ download of tender Document	03.10.2026 up to 17.00 Hrs.
Last date & time for online submission of Technical & Financial Bid.	03.10.2026 up to 17.00 Hrs.
Online Opening of Technical Bid.	05.10.2026 up to 11.00 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 Tender Document shall be downloaded from the above-mentioned websites. Bidders are advised to visit the specified websites regularly for updates, amendments, corrigenda and/or addenda, if any. All such updates, amendments, corrigenda and addenda issued up to the last date of submission of the tender shall form an integral part of the Tender Document.

Complete details regarding the work, eligibility criteria, technical specifications, drawings, terms and conditions and other requirements are provided in the Tender Document.

The purpose of this NIT is to provide interested parties with information to assist them in the preparation of their bids. While IIM Mumbai has taken due care in preparing the information contained herein and believes the same to be complete and accurate, neither IIM Mumbai nor any of its authorities, agencies, officers, employees, agents or advisors gives any warranty or makes any representation, express or implied, regarding the completeness or accuracy of the information contained herein or any information provided in association with this NIT.

Further, IIM Mumbai does not claim that the information provided herein is exhaustive. Bidders are required to make their own inquiries, investigations and/or site surveys, as considered necessary, and shall be required to confirm that they have undertaken the necessary due diligence and have not relied solely upon the information contained in this NIT. IIM Mumbai shall not be responsible for any omission or lack of due diligence on the part of the bidder.

Opening of the bid online: Bids shall be opened online through the CPP Portal. Late or delayed tenders shall not be accepted/opened and shall be 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: Selection of the agency shall be made on Least Cost Selection (LCS) basis. The bidder quoting the lowest evaluated percentage rate/lowest tendered amount (L-1), after considering the percentage quoted above, below or at par with the estimated cost, shall be considered for award of the work, subject to fulfillment of all tender conditions.

In case two or more bidders quote the same percentage rate, resulting in the same evaluated tender amount, and their commercial bids are found equal, the work shall be awarded to the bidder who has satisfactorily executed contracts of higher value, based on the experience certificates and supporting documents submitted by the bidders and/or called for by the Institute.

IIM Mumbai reserves the right to;

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

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

Chief Administrative Officer
For and on behalf of IIM Mumbai

SECTION– I

INSTRUCTIONS TO BIDDER

Name of work : Supply, Installation, Testing & Commissioning (SITC) of 380 kVA Diesel Generator (DG) Set with AMF Panel, Allied Civil, Electrical and Associated Works for Pragati Vihar & Anand Vihar Guest Houses at IIM Mumbai Campus

1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1.1 GENERAL

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

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

1.2 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

Instructions for Online Bid Submission

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

Registration

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

Searching for Tender Documents

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization

Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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

Preparation of Bids

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

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

Submission of Bids

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

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

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

Assistance to Bidders

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

For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 002
0120-4001 005
0120-6277 787

International Bidders are requested to prefix +91 as country code Email Support:

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

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

2.0 INSTRUCTIONS TO BIDDER

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

- a) The Schedule of Quantities/Bill of Quantities (BOQ), along with the estimated rates and amounts, is provided in Volume-II of the Tender Document. The tender is invited on a Percentage Rate Basis. The Bidder shall quote a single percentage rate, either Above (+), Below (-), or At Par (0.00%), on the total estimated cost/rates provided by IIM Mumbai in the Schedule of Quantities/BOQ, in the manner prescribed in the Financial Bid. The percentage quoted by the Bidder shall be indicated both in figures and words, wherever applicable. In case

of any discrepancy between the percentage quoted in figures and words, the percentage quoted in words shall prevail. In case of any discrepancy between the quoted percentage and the corresponding calculated tender amount, the quoted percentage shall prevail, and the tender amount shall be corrected accordingly. The rates of individual items provided in the Schedule of Quantities/BOQ shall not be altered or modified by the Bidder.

Payment shall be made for the actual quantities of work executed and measured at site, based on the item-wise rates provided in the Schedule of Quantities/BOQ, duly adjusted by the accepted percentage Above/Below/At Par, as applicable, and subject to the terms and conditions of the Contract.

Bidders are advised to examine the prevailing Cost Index, market rates, site conditions, availability of materials, labour rates, transportation charges and all other relevant factors before quoting their percentage. No claim on account of inadequate assessment of such factors shall ordinarily be entertained after submission of the tender.

- b) Since the tender is invited on a Percentage Rate Basis, the Bidder shall not quote separate rates against individual items of the Schedule of Quantities/BOQ. The Bidder shall quote only the percentage Above, Below or At Par with respect to the estimated rates/amount specified by IIM Mumbai.

Any alteration, modification or substitution of the item rates, quantities or descriptions provided in the Financial Bid/Schedule of Quantities, except where specifically permitted in the Tender Document, may render the bid liable for rejection.

For the purpose of financial evaluation, the percentage quoted by the Bidder shall be applied to the estimated tender amount/rates, as applicable, and the resultant evaluated tender amount shall be considered for determining the lowest evaluated bidder (L-1), subject to fulfilment of all other tender conditions.

- c) The percentage quoted by the Bidder shall be deemed to have been arrived at after taking into consideration all costs associated with execution of the work, including lead, lift, loading, unloading, carriage and transportation of materials, labour, tools and plants, equipment, wastage, handling, site conditions, overheads, profit and all other incidental expenses, unless specifically provided otherwise in the Tender Document.

No separate claim on account of lead, lift, carriage, transportation or site conditions shall be entertained after award of the work, except where specifically admissible under the provisions of the Contract.

- d) 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.
- e) 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.

- f) 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.
- g) 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.
- h) 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.
- i) 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).

Table 2: Format of Check List				
S. N	Particular of Document	Yes	No	Page Nos. (From – to)
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney or Board Resolution from the competent authority of the firm.			
b)	Scanned copy of EMD of amount as mentioned in NIT.			
c)	Scanned copy of Demand Draft/Payment Receipt 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 2025-26.			

	The Bidder should not have incurred any loss in more than three financial years out of last 5 financial years ending on 31.03.2026. 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., 2023-24, 2024-25 & 2025-26. 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 similar work in the last seven years ending on the last date of bid submission of value with any State/ Central Government Organization/ PSU/ Govt. Autonomous Body One work of at least 80% of Estimated value of work Or Two works each of at least 60% of Estimated Value of work Or Three works each of at least 40% of Estimated Value of work			

	(Form-J) "Similar Work" shall mean Supply, Installation, Testing & Commissioning (SITC) of Diesel Generator (DG) Set of at least 380 KVA capacity, 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 and Tender Document Fee in original, wherever the mode of payment is DD, FDR or Bank Guarantee (BG), as permitted under the Tender Document,** shall be submitted in a separate sealed envelope clearly superscribed as "EMD & TENDER FEE". The envelope shall also mention the Name of Work / Project as specified in the NIT, along with the bidder's Name, Address, Contact Number and E-mail ID.

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.

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 placed 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.

Supply, Installation, Testing and Commissioning (SITC) of One No. 380 kVA Diesel Generator (DG) Set with AMF Panel, including Allied Civil, Electrical and Associated Works for Pragati Vihar and Anand Vihar Guest Houses at IIM Mumbai Campus, along with 5 Years Comprehensive Maintenance including 3 Years Defect Liability Period (DLP).

The successful bidder shall survey the existing electrical distribution system and integrate the proposed 380 kVA DG Set with the existing campus electrical network. The contractor shall provide all necessary Automatic Transfer Scheme (ATS), AMF logic, control wiring, relays, interlocks, sensing arrangements and modifications required to ensure automatic operation of the proposed DG Set without back-feeding or parallel operation with the existing DG system.

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 General Specifications for Electrical Works. 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.

1) Defect liability period shall be for 3 Years.

SECTION– IV

TECHNICAL SPECIFICATION

4. Technical Specification

1. SCOPE:

The work shall comprise Supply, Installation, Testing and Commissioning (SITC) of Silent Type Diesel Generating Set of required Prime Power Rating, complete with diesel engine, alternator, electronic governor, common base frame, acoustic enclosure, fuel tank, cooling system, starting batteries, battery charger, exhaust system, AMF panel, control and protection system, power/control cabling, earthing connections, civil foundation and all accessories required to make the DG set complete and operational.

The DG set shall be suitable for 415 V, 3-phase, 4-wire, 50 Hz AC supply, at 0.8 power factor, and shall be suitable for continuous operation under site conditions. The generating set shall be capable of delivering the specified output under the stipulated ambient/site conditions and shall comply with the latest CPCB IV+ norms or better, applicable BIS/ISO standards and CPWD specifications.

The scope shall include transportation to site, unloading, shifting, erection, alignment, foundation, installation, first filling of engine oil and coolant, fuel required for testing, testing at manufacturer's works wherever specified, site testing, load trials, Statutory Permissions Required from MPCB, Electrical Inspector etc. for Installation & commissioning and handing over of the complete DG installation and 5 Years Comprehensive Maintenance including 3 Years Defect Liability Period (DLP).

This specification covers the design, performance, manufacturing and testing of 1 No. 380 KVA D.G. Set with AMF Panel comprising of all the ancillaries as mentioned in Specific Requirement.

The D.G. Set shall be Radiator cooled, compact with Low Noise Level, Fuel efficient and designed to meet International Emission Regulations (As per CPCB 4).

The DG set to be enclosed in a sound proof enclosure with outside noise level not more than 65dB at a distance of 1 mtr from the enclosure. Door operated switches to be provided for switching ON/OFF of DG set interior lights.

All components and accessories, whether specifically mentioned herein or not, which are necessary for the safe, reliable and satisfactory operation of the complete DG set shall be deemed to be included in the contractor's scope.

The successful bidder shall survey the existing electrical distribution system and integrate the proposed 380 kVA DG Set with the existing campus electrical network. The contractor shall provide all necessary Automatic Transfer Scheme (ATS), AMF logic, control wiring, relays, interlocks, sensing arrangements and modifications required to ensure automatic operation of the proposed DG Set without back-feeding or parallel operation with the existing DG system.

1.1. DIESEL ENGINE

The diesel engine shall be a four-stroke, water-cooled, multi-cylinder, turbocharged diesel engine, suitable for direct coupling with the alternator and capable of developing sufficient BHP

at 1500 RPM to deliver the specified electrical output continuously.

The engine shall be dynamically balanced and provided with a heavy-duty flywheel. It shall be suitable for operation at the specified site conditions and shall be capable of delivering the required output at 40°C ambient temperature, 50% relative humidity and 1000 m above mean sea level, as stipulated in the CPWD specification.

The engine shall be capable of taking 10% overload for one hour after every 12 hours of continuous operation, subject to the applicable engine/OEM rating and standards.

The engine shall be provided with an electronic fuel injection/control system, suitable dry-type air cleaner with service indicator, replaceable lubricating oil filter, fuel filters, coolant system and all accessories necessary for complete operation.

The engine shall comply with the latest CPCB IV+ or better emission norms applicable on the date of supply and shall conform, as applicable, to the standards specified in the CPWD specification including BS 5514, BS 649, IS 10000, IS 10002 and IS 13018, together with the latest applicable amendments.

The engine-mounted instrument/control panel shall provide, as a minimum:

1. Start/Stop control with key/control switch.
2. Engine coolant/water temperature indication.
3. Lubricating oil pressure indication.
4. Lubricating oil temperature indication.
5. Battery charging and battery voltage indication.
6. Engine RPM indication.
7. Engine over speed indication/trip.
8. Low lubricating oil pressure indication/trip.
9. Engine running-hour indication.
10. Fuel-level indication.
11. High coolant temperature alarm/trip.
12. Engine failure-to-start alarm.
13. Emergency stop arrangement.

All sensors, switches, transmitters, wiring and interfacing required for the above shall form part of the DG set.

1.2. ALTERNATOR

The alternator shall be a synchronous, brushless, self-excited and self-regulated alternator of appropriate kVA rating, suitable for direct coupling with the diesel engine.

The alternator shall be rated for:

- Rated Voltage: **415 V**
- Frequency: **50 Hz**
- Phase: **3 Phase**
- Rated Speed: **1500 RPM**
- Power Factor: **0.8 lagging**
- Duty: Continuous
- Insulation: **Class H**
- Enclosure: Minimum **IP23 / SPDP**, as specified
- Cooling: Self-cooled

The alternator shall be capable of delivering the rated output at 40°C ambient temperature, 50% RH and 1000 m above MSL and shall be capable of taking 10% overload for one hour after every 12 hours of continuous operation, as specified in the CPWD document.

The rotor shall be dynamically balanced and designed for smooth operation with minimum vibration.

The alternator shall be provided with an Automatic Voltage Regulator (AVR) for maintaining stable terminal voltage during steady-state operation and load changes.

The alternator shall conform to IS 13364 (Part 2), IS 4722 / BS 2613, or their latest applicable revisions/equivalent standards as stipulated in the tender.

The neutral point shall be brought out separately and shall be suitable for external neutral earthing as per the approved system configuration.

The alternator terminals shall be adequately sized and arranged for termination of the specified power cables/bus duct.

1.3. ENGINE GOVERNOR

The diesel engine shall be provided with an electronic governor suitable for maintaining the engine speed at the rated 1500 RPM under varying load conditions.

The electronic governor shall conform to ISO 8528, as specified in the CPWD specification.

The governor shall provide stable engine operation during:

- No-load operation;
- Sudden application of load;
- Sudden rejection of load;
- Partial load operation; and
- Full rated load operation.

The governor shall automatically regulate fuel supply to maintain the required engine speed and consequently the output frequency of the alternator.

The complete governor system, including electronic control unit, actuator, speed sensor/pick-up, associated wiring and accessories, shall be included in the scope of supply.

1.4. AMF PANEL

The DG set shall be supplied with a complete Automatic Mains Failure (AMF) Panel, suitable for automatic detection of mains failure, automatic starting of the DG set, transfer of load from mains to DG supply and restoration of load to mains after normalization of the utility supply.

The CPWD specification requires a free-standing, floor-mounted AMF panel with auto-bypass, metering/protection CTs, energy analyzer, communication facility and PLC-based load management.

1.4.1 Construction: -

The AMF panel shall be:

- Free-standing and floor-mounted;
- Minimum IP42 construction for indoor installation or higher protection where required by site conditions;
- Fabricated from suitable CRCA sheet steel;
- Powder-coated after appropriate pretreatment;
- Provided with suitable gland plates;
- Provided with proper internal segregation and identification;
- Completely factory wired and tested.

The panel shall be manufactured by the DG set OEM/OEM-approved panel manufacturer, wherever specified.

1.4.2 Switching Device

The AMF panel shall be provided with suitably rated 4-pole electrically operated/motorized draw-out ACB/MCCB, depending upon DG rating and system requirements.

The breaker shall have appropriate electronic releases for:

- Overcurrent;
- Short circuit; and
- Earth fault protection.

Electrical and mechanical interlocking shall be provided to prevent unintended paralleling of mains and DG supplies unless synchronization/paralleling is specifically designed.

1.4.3 AMF Operating Modes

The panel shall have:

AUTO / MANUAL / TEST / OFF operating modes.

Under AUTO mode, on failure of normal mains supply or mains voltage going beyond the preset acceptable limits, the AMF controller shall:

1. Detect mains failure.
2. Initiate DG starting after preset time delay.
3. Permit up to three automatic starting impulses/attempts.
4. Confirm satisfactory DG voltage and frequency.
5. Transfer the load to DG supply.
6. Continuously monitor mains supply.
7. On restoration and stabilization of mains, transfer load back to mains.
8. Run the DG on no-load for the preset cooling period.
9. Automatically stop the DG set.

Failure of the DG to start after the programmed attempts shall result in a fail-to-start lockout with alarm/annunciation.

1.4.4 Metering

Digital multifunction energy analyzer/metering shall indicate at least:

- Phase and line voltages;
- Phase currents;

- Frequency;
- Power factor;
- kW;
- kVA – phase and total;
- kWh;
- kVArh;
- DG operating hours, where interfaced.

Suitable CTs of required ratio, burden and accuracy class shall be provided for metering and protection.

1.4.5 Protection and Annunciation

The AMF/control system shall provide protection/alarm for:

- Under voltage;
- Over voltage;
- Phase failure;
- Phase reversal;
- Over/under frequency;
- Loss of AC sensing;
- Overcurrent;
- Short circuit;
- Earth fault;
- Unbalanced load, where applicable;
- High engine coolant temperature;
- Low lubricating oil pressure;
- Engine overspeed;
- Engine failure to start;
- Full-load/maximum-load warning; and
- Battery/charging-system abnormalities, where available from the engine controller.

Audio-visual annunciation shall be provided for critical faults.

1.4.6 Communication/BMS Interface

The panel shall have suitable communication interfaces such as Ethernet / RS-485 / SNMP with open protocol, as applicable, for integration with BMS/SCADA.

Necessary communication hardware, software and interface arrangements forming part of the AMF system shall be included.

1.4.7 PLC-Based Load Management

Where required by the approved system configuration, PLC-based load management shall be provided for automatic operation of incomer breakers, bus coupler and essential/non-essential loads.

The PLC shall communicate load status to the AMF controller, and the AMF system shall initiate automatic DG start/stop based on mains condition and load requirement.

The CPWD specification expressly provides for this PLC-based load-management philosophy.

1.5. FUEL TANK

A daily service fuel tank of suitable capacity shall be provided complete with all necessary accessories. The CPWD specification calls for the tank to be fabricated from 3 mm thick MS sheet with the required valves, level indication and piping.

For tender purposes, the fuel tank capacity shall be sufficient for the specified operating period at rated/full load or shall be of the capacity indicated in the BOQ/GTP.

The fuel tank shall include, as a minimum:

- Fuel filling connection;
- Fuel supply connection;
- Fuel return connection;
- Drain connection with valve;
- Vent/breather arrangement;
- Fuel-level indication;
- Low-fuel-level indication/alarm where required;
- Necessary isolating valves;
- Suitable flexible fuel hoses at engine connections;
- Supports/mounting arrangement;
- Fuel inlet strainer, where applicable; and
- All interconnecting piping between fuel tank and engine.

Fuel piping shall be of appropriate MS Class-C or other approved material and shall be securely supported and protected against mechanical damage.

Where an integral/base fuel tank forms part of the CPCB-certified acoustic DG package, the tank arrangement shall comply with the DG OEM's approved design and applicable statutory requirements.

1.6. ACCESSORIES

The DG set shall be supplied complete with all standard and mandatory accessories necessary for satisfactory operation, including but not limited to the following:

A. Starting System

A 12 V/24 V DC electric starting system, as appropriate to the engine rating, shall be provided.

It shall include:

- Electric starter motor;
- Starting solenoid;
- Suitable batteries;
- Battery cables and terminals;
- Battery rack/tray;
- Automatic battery charger;
- Voltage regulator; and
- Associated control wiring.

The CPWD specification provides for suitable batteries, including 180 Ah lead-acid SMF type batteries where applicable to the specified configuration.

The actual battery voltage, number and Ah capacity shall be selected by the DG OEM to

ensure reliable engine starting under specified site conditions.

B. Exhaust System

The complete exhaust system shall comprise:

- Dry exhaust manifold;
- Flexible exhaust connection/bellows;
- Hospital-type/residential-type exhaust silencer as applicable;
- Catalytic converter/emission after-treatment system required for CPCB compliance;
- Exhaust piping;
- Necessary bends;
- Flanges;
- Supports/hangers;
- Thermal insulation/cladding wherever required; and
- Rain protection/weather termination for outdoor exhaust outlet.

The exhaust system shall be designed such that the total exhaust back pressure remains within the engine manufacturer's permissible limit.

C. Common Base Frame

The diesel engine and alternator shall be mounted on a rigid, adequately designed MS common base frame with suitable reinforcement.

Suitable anti-vibration mountings shall be provided between the DG assembly and foundation in accordance with the manufacturer's recommendations.

D. Acoustic Enclosure

The complete DG set shall be provided with a CPCB-compliant acoustic and weatherproof enclosure.

The enclosure shall provide:

- Adequate fresh-air intake;
- Hot-air discharge;
- Engine/alternator ventilation;
- Weather protection;
- Dust protection;
- Maintenance access;
- Lockable doors;
- Suitable cable-entry arrangement; and
- Required acoustic attenuation.

The CPWD specification calls for the acoustic enclosure to be waterproof and dust-proof, conforming to IP65 protection, and to comply with CPCB IV+ or better norms.

The noise level outside the enclosure shall comply with the latest applicable CPCB requirements.

1.7. COOLING WATER SYSTEM

The diesel engine shall be provided with a closed-circuit, water-cooled engine cooling system of adequate capacity for continuous operation at the specified site ambient conditions.

The cooling system shall comprise, as applicable:

- Engine-mounted radiator;
- Engine-driven cooling-water pump;
- Cooling fan;
- Fan guard;
- Thermostat;
- Expansion tank;
- Coolant reservoir;
- Flexible hoses;
- Coolant temperature sensor;
- High coolant temperature alarm and shutdown;
- Low coolant level indication/alarm where provided by OEM;
- Necessary piping and connections; and
- First filling of recommended coolant.

The radiator shall be adequately sized to dissipate the total engine heat rejection at rated load under the specified ambient temperature and site conditions.

The acoustic enclosure shall have adequately sized fresh-air intake and hot-air discharge louvers/openings so that the engine and alternator remain within the manufacturer's permissible operating temperatures at full rated load. This ventilation requirement is specifically included in the CPWD enclosure provision.

The radiator, fan and ventilation system shall be designed as an integrated system. The contractor shall ensure that the total static pressure/restriction across the enclosure does not exceed the permissible value specified by the engine/radiator manufacturer.

The cooling system shall be suitable for continuous operation without overheating at the specified full load. The coolant shall be of the type and concentration recommended by the engine manufacturer.

First filling of coolant, including all consumables required for testing and commissioning, shall be included in the contractor's scope.

1.8. SITE CONDITIONS

Ambient Temperature: 45-degree C (Maximum)

Altitude: Less than 1000 M above MSL

Humidity: 90% (Maximum)

1.9. DEVIATIONS

Any deviation in the equipment offered shall be clearly brought out in the offer. In the absence of such deviation, it will be presumed that equipment offered is exactly as per the specification.

1.10. COMPLETENESS OF DATA

Vendor must give his offer with completely filled required data as attached herewith (TDS) together with the drawings.

1.11. CODES AND STANDARDS

The complete Diesel Generating Set, including diesel engine, alternator, control/AMF panel, acoustic enclosure, fuel system, cooling system, exhaust system and all associated equipment, shall comply with the latest applicable statutory requirements, regulations, safety codes and environmental requirements applicable at the place of installation.

Unless otherwise specified, the equipment shall conform to the latest edition, amendments and revisions of the following standards: -

Standard	Description
IS 10000	Methods of tests for internal combustion engines / type testing of constant speed internal combustion engines for general purposes
IS 10002	Performance requirements for constant speed compression ignition engines for general purposes
IS 1460	Specification for automotive diesel fuel
IS 4722	Rotating electrical machines
IS 4691	Degrees of protection provided by enclosures for rotating electrical machinery
IS 13364	AC generators driven by reciprocating internal combustion engines
ISO 3046	Reciprocating internal combustion engines – performance
ISO 8528	Reciprocating internal combustion engine driven AC generating sets
BS 5514	Reciprocating internal combustion engines – performance
IEC 60034	Rotating electrical machines
IEC 60529	Degrees of protection provided by enclosures
IEC 61439	Low-voltage switchgear and controlgear assemblies
CPCB Norms	Latest applicable CPCB IV+ or better emission and noise norms

Wherever requirements of different standards conflict, the more stringent requirement shall apply, unless otherwise approved by the Purchaser/Engineer-in-Charge.

The CPWD specification also expressly refers to CPCB IV+ or better compliance and standards such as BS 5514, BS 649, IS 10000, IS 10002, IS 13018 and IS 4722 for the engine/alternator package.

1.12. PERFORMANCE REQUIREMENTS

The DG set shall be capable of starting reliably from cold condition under the specified site conditions.

The complete generating set shall be capable of continuously delivering its rated output without exceeding permissible temperature, vibration, noise and operating limits.

The DG set shall be capable of delivering a peak output of 10% in excess of its rated output for a period of one hour after every 12 consecutive hours of operation, without exceeding the permissible temperature limits and without abnormal exhaust smoke, subject to the applicable OEM rating and governing standard.

This overload requirement is also stipulated in the attached CPWD specification for both the diesel engine and alternator.

The DG set shall maintain satisfactory:

- Voltage regulation;

- Frequency regulation;
- Governor response;
- Load acceptance;
- Load rejection;
- Engine temperature;
- Lubricating oil pressure; and
- Exhaust characteristics

throughout the specified operating range.

1.13. INSPECTION

1.13.1 General

Inspection, including witnessing of specified tests, shall be carried out by the Purchaser/Engineer-in-Charge or his authorized representative at the manufacturer's/OEM's works.

All test instruments used for inspection and testing shall have valid calibration certificates traceable to recognized national/international standards.

Inspection or witnessing of tests by the Purchaser shall not relieve the vendor of his responsibility for meeting all requirements of the specification.

1.13.2 Inspection Notice

The vendor shall notify the Purchaser/Engineer-in-Charge or his authorized representative in writing at least seven (7) days in advance of the scheduled inspection and testing.

The equipment shall not be offered for inspection unless all manufacturing, assembly, internal testing and quality checks have been completed.

1.13.3 OEM Works Tests

The tests required for establishing the performance parameters of the DG set shall be carried out at the DG set OEM/manufacturer's works before dispatch.

The vendor shall provide all labour, measuring instruments, load banks, fuel, consumables and facilities necessary for conducting the tests.

1.14. TESTS

The following tests shall be carried out on the DG set as applicable.

1.14.1 Engine Tests

Routine tests for the diesel engine shall be carried out in accordance with IS 10000, IS 10002, ISO 3046, ISO 8528 and other applicable standards.

The tests shall include, as applicable:

- Visual inspection;
- Dimensional verification;
- Engine starting test;
- Rated speed verification;

- Lubricating oil pressure;
- Cooling-water temperature;
- Fuel consumption test;
- Engine speed regulation;
- Governor response;
- Exhaust condition;
- Safety shutdown verification; and
- Other routine tests prescribed by the applicable standard/OEM.

1.14.2 Alternator Tests

Routine tests for the alternator shall be conducted in accordance with IS 4722, IS 13364, IEC 60034 or other applicable standards.

Tests shall include:

- Insulation resistance test;
- High-voltage withstand test;
- Phase sequence verification;
- Voltage measurement;
- Frequency measurement;
- Current measurement;
- Voltage regulation;
- AVR performance;
- No-load operation;
- Rated load operation; and
- Verification of other electrical parameters.

1.14.3 DG Set Load Test

A complete load test shall be carried out on the DG set from 0% to 110% of rated output, including intermediate load steps as required.

The DG set shall be operated at the specified overload level for 30 minutes, or as otherwise specified by the applicable OEM/standard and approved testing procedure.

During testing, the following shall be recorded at suitable intervals:

- Voltage;
- Current;
- Frequency;
- Power factor;
- kW/kVA;
- Engine RPM;
- Lubricating oil pressure;
- Coolant temperature;
- Exhaust parameters where applicable;
- Fuel consumption; and
- Ambient temperature.

1.14.4 Site Tests

The vendor shall carry out the following tests at site to the satisfaction of the Purchaser/Engineer-in-Charge:

- a. Governor response test.
- b. Voltage regulator/AVR response test.
- c. Load test.
- d. Automatic mains failure operation.
- e. Auto-start and auto-stop sequence.
- f. Mains restoration sequence.
- g. Breaker/interlocking operation.
- h. Protection and alarm operation.
- i. Emergency stop test.
- j. BMS/PLC/communication interface test, where applicable.
- k. Earthing and insulation resistance tests.

The vendor shall submit four (2) copies of routine test reports and applicable type-test certificates for approval before dispatch of the equipment.

1.15. PACKING AND DESPATCH

The DG set and all associated equipment shall be packed suitably to withstand handling, storage, loading, unloading and transportation up to the project site without deterioration or damage.

All openings shall be properly sealed against ingress of dust, water and foreign material.

During transportation, adequate precautions shall be taken to avoid damage to:

- Painted surfaces;
- Instruments;
- Control panels;
- Radiator;
- Acoustic enclosure;
- Exhaust system;
- Fuel piping;
- Cables and accessories.

Any damage caused during transportation, unloading or shifting prior to handing over shall be repaired/replaced by the vendor at no additional cost to the Purchaser.

1.16. GUARANTEE

The Vendor shall guarantee design, materials, workmanship and performance for a period of 36 months from the date of initial operation or 42 months after delivery at site of all goods supplied under order, whichever date shall occur first.

1.17. DRAWINGS AND DOCUMENTATION

1.17.1 Documents with Offer

The bidder shall submit two (2) sets of the following documents along with the technical offer:

- Outline dimensional drawing;
- General Arrangement drawing;
- DG set layout;

- Engine and alternator technical data;
- Control/AMF panel dimensional drawing;
- Technical catalogues;
- Performance data; and
- Completed TDS/GTP.

1.17.2 Documents for Approval

Within two weeks from the date of LOI/Work Order, the vendor shall submit Two (2) prints/sets of the following drawings/documents for approval:

- i. Outline dimensional and General Arrangement drawings.
- ii. Piping flow sheets and piping layout.
- iii. Electrical wiring and schematic diagrams.
- iv. Cable schedule.
- v. General Arrangement drawing of AMF/control panel.
- vi. Foundation structural and GA drawings.
- vii. Fuel-oil system with instrumentation, controls and technical write-up.
- viii. Lubricating-oil system with instrumentation, controls and write-up.
- ix. Jacket-water/cooling-water scheme with instrumentation and controls.
- x. Governor system technical write-up.
- xi. AVR/voltage-regulator technical write-up.
- xii. DG set instrumentation and control-system write-up.
- xiii. Protection and alarm schedule.
- xiv. Terminal block and interconnection diagrams.
- xv. Earthing layout.
- xvi. Exhaust routing and support arrangement.

One set of reviewed drawings may be returned with comments/observations. The vendor shall incorporate all approved corrections and clarifications and resubmit the revised documents within 15 days.

After final approval, the vendor shall submit six (6) sets of drawings marked "CERTIFIED FOR RECORD AND USE", along with one electronic copy in pen drive or other approved digital media.

1.17.3 O&M Manuals

Before final inspection/commissioning, the vendor shall submit Two (2) sets of comprehensive manuals covering:

- Installation;
- Operation;
- Preventive maintenance;
- Troubleshooting;
- Major overhauling;
- Spare parts;
- Lubrication schedule;
- Wiring diagrams;
- Protection settings;
- Controller programming;
- Maintenance intervals; and
- OEM service contact details.

Detailed technical data sheets indicating equipment ratings, model numbers, technical specifications and quantities shall also be submitted.

1.18. TOOLS, TACKLES AND ERECTION ACCESSORIES

The vendor shall provide all special tools, erection accessories and materials necessary for complete erection, testing and commissioning of the DG set.

These shall include, as applicable:

- Anti-vibration pads/mountings;
- Foundation bolts;
- Anchor bolts;
- Nuts;
- Washers;
- Shims;
- Grouting plates;
- Special tools;
- Lifting accessories specifically supplied by OEM; and
- Other accessories recommended by the DG manufacturer.

All such items shall be dispatched along with the DG set package.

1.19. SAFETY EQUIPMENT

The vendor shall provide safety equipment required for operation and maintenance of the DG installation.

This shall include, as applicable:

- GI fire buckets of suitable capacity;
- Fire buckets painted Post Office Red over suitable anti-corrosive primer and marked "FIRE" in white;
- MS angle-iron fire bucket stand/frame;
- Clean dry sand filling;
- Electrical insulating rubber mats of appropriate voltage grade;
- Danger/caution boards;
- Emergency-stop identification;
- Safety signage; and
- Other statutory safety accessories required at site.

Fire extinguishers, where required, shall be provided as per applicable fire-safety requirements and project specifications.

1.20. TESTING AND COMMISSIONING AT SITE

The vendor/OEM's authorized representative shall visit the site as required for supervision and technical guidance during installation of the DG set and auxiliaries.

The vendor shall verify before commissioning:

- Foundation and alignment;
- Anti-vibration mounting;
- Engine/alternator coupling;
- Fuel system;
- Cooling system;
- Exhaust system;

- Battery and charger;
- Power cabling;
- Control wiring;
- Earthing;
- AMF panel;
- Breaker interlocks;
- Ventilation arrangement; and
- Safety provisions.

Testing and commissioning shall be carried out by the supplier/OEM's authorized representative in the presence of the Client/Purchaser/Engineer-in-Charge.

A complete functional trial shall be conducted by simulating:

- Mains failure;
- DG automatic start;
- Load transfer to DG;
- Operation under load;
- Mains restoration;
- Load re-transfer to mains;
- Cooling run; and
- Automatic DG shutdown.

All alarms, trips, interlocks and protection functions shall be demonstrated.

The vendor shall submit complete Site Acceptance Test/Commissioning Reports duly signed by the OEM representative and Purchaser/Engineer-in-Charge.

The vendor shall also provide all required technical documentation, test certificates and commissioning reports required for obtaining Fire NOC, MPCB, Electrical Inspector or other statutory approvals, wherever applicable.

The contractor shall obtain all necessary statutory approvals, permissions, NOCs and clearances required for installation, testing, commissioning and operation of the DG Set from the concerned authorities, wherever applicable. All fees, charges, documentation, liaisoning and incidental expenses required for the same shall be deemed to be included in the quoted rates. No additional payment whatsoever shall be payable on this account. The contractor shall quote accordingly.

1.21. CIVIL FOUNDATION AND ASSOCIATED WORKS

The complete civil foundation and associated works required for installation of the DG set shall be included in the vendor's scope unless specifically excluded elsewhere in the tender.

The diesel engine and alternator, mounted on the common base frame, shall be installed on a suitably designed RCC foundation of adequate size, strength and mass to safely withstand the static and dynamic loads of the complete DG set and to control transmission of vibration to the surrounding structure. The attached CPWD specification also requires the engine and alternator to be mounted on a suitable base frame installed on cement-concrete foundation with necessary reinforcement and vibration isolation arrangement as recommended by the manufacturer.

The foundation shall be designed considering the complete operating weight of the DG set, static and dynamic loads, vibration characteristics and site conditions. The vendor shall submit the foundation GA and structural details for approval prior to execution.

The scope shall include excavation, PCC, RCC, reinforcement, shuttering/formwork, curing, foundation bolts, anchor bolts, sleeves, inserts, non-shrink grouting, levelling and all incidental civil works necessary for complete installation.

Suitable anti-vibration pads/mountings recommended by the OEM shall be provided between the DG common base frame and foundation.

The vendor shall ensure proper alignment, levelling, tightening and installation of the engine-alternator assembly before commissioning.

Associated minor civil works including cable trench openings, sealing of penetrations, supports, pedestals, making good of damaged surfaces and restoration of the installation area shall also be included.

All civil works shall be carried out in accordance with applicable IS codes, good engineering practice and directions of the Engineer-in-Charge.

No separate payment shall be admissible for minor incidental civil works necessary to make the DG installation complete and operational unless specifically provided as a separate BOQ item.

1.22. EARTHING

The DG set installation shall be provided with a complete earthing system in accordance with applicable IS standards, statutory requirements and approved electrical drawings.

Separate earthing connections shall be provided, as applicable, for:

- DG set body/common base frame;
- Alternator body;
- Alternator neutral;
- AMF/control panel;
- Acoustic enclosure;
- Fuel tank;
- Cable armour; and
- Other non-current-carrying metallic parts.

The neutral earthing arrangement shall be in accordance with the approved system design and protection philosophy.

All earthing conductors/strips shall be of adequate size and shall be securely connected using approved termination methods.

The contractor shall provide all earth strips/conductors, earth pits, test links, clamps, connectors, earth electrodes and associated accessories required for complete earthing of the DG installation unless specifically excluded from the scope.

Earth resistance shall be measured after completion of installation and the measured values shall comply with applicable statutory requirements and approved design criteria.

Complete Earthing test reports shall be submitted before commissioning.

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.

TDS SHEET to be filled by OEM

Sr. No.	Description	Units	kVA	
A	Make & Model of Engine			
1	Power rating of the engine @ 1500 rpm	EkW		
2	Rating Type			
3	Gross Engine BHP	BHP		
4	Gross Engine kW	kW		
5	Length(Engine Alone)	mm		
6	Width(Engine Alone)	mm		
7	Height(Engine Alone)	mm		
8	No. of Cylinders	No.		
9	Bore & Stroke	mm		
10	Displacement	L		
11	Compression ratio	No.		
12	BMEP of the engine	kPa		
13	Direction of rotation			
14	'V' angle	Deg.		
15	Firing order			
16	Aspiration of engine			
17	Piston speed of engine	M/Sec.		
18	Max. over speed allowed (Trip set at)	Rpm.		
19	Total dry weight of engine	Kg		
20	Total wet weight of engine	Kg		
21	Max. allowable static bending moment at the			
	Rear face of flywheel housing	Nm		
22	Friction horse power lost	kW		
23	Mechanical efficiency of the engine	%		
24	Thermal efficiency of the engine	%		
25	Ref. Standards for these engines			
26	Height of base rail used for the engine	inch		
B	EXHAUST SYSTEM			
1	Exhaust system back pressure (max.)	kPa		
2	Diameter of engine exhaust outlet(inside)	mm		
3	Exhaust flange details			
	-No. of holes	No.		
	-Dia. of holes	mm		
	-PCD	mm		
4	No. of exhaust outlets required	No.		
5	Max. weight of the exhaust system	kg		
6	No. of silencers supplied with each engine	No.		
7	Noise reduction provided by the silencers	dB(A)		
8	Restriction offered by silencer	in H2O		
9	Exhaust gas flow rate	CFM		
10	Exhaust gas flow rate	M3/Min		
11	Exhaust gas temp.(stack)	Deg.C		
C	Position of Center of Gravity (Approx.)			
1	Forward from rear face of the block	mm		
2	Above crank shaft centerline	mm		

3	Right of crankshaft center line	mm		
D	SPECIFIC FUEL CONSUMPTION			
1	Specific Fuel consumption @ 100% load	g/bkW-Hr		
2	Specific Fuel consumption @ 80% load	g/bkW-Hr		
3	Specific Fuel consumption @ 75% load	g/bkW-Hr		
4	Specific Fuel consumption @ 50% load	g/bkW-Hr		
5	Tolerance	g/bkW-Hr		
E	FUEL CONSUMPTION IN LITERS			
1	Fuel consumption without fan @ 100%			
	Load	L/Hr.		
2	Fuel consumption without fan @ 75%			
	Load	L/Hr.		
3	Fuel consumption without fan @ 50%			
	Load	L/Hr.		
4	Fuel consumption without fan @ 25%			
	Load	L/Hr.		
5	Tolerance considered			
6	Density of fuel considered	Kg/L		
7	Alternator Efficiency Considered	%		
F	LUBE OIL CONSUMPTION OF ENGINE			
1	Lub oil consumption @ 100% load	L/Hr.		
2	Lub oil consumption @ 75% load	L/Hr.		
3	Lub oil consumption @ 50% load	L/Hr.		
4	Lub oil consumption @ 25% load	L/Hr.		
5	Recommended lub oil			
6	Lub oil change period	Hrs.		
G	HEAT REJECTION DETAILS			
1	Heat rejection to coolant	kW		
2	Heat rejection to exhaust	kW		
3	Heat rejection to atmosphere	kW		
4	Heat rejection to aftercooler	kW		
5	Heat rejection to the lub oil	kW		
6	Heat that can be recovered from exhaust	kW		
7	Fuel LHV	kW		
8	Fuel HHV	kW		
H	DERATION DETAILS			
1	Deration of the engine-Altitude (normal Temp.)	M		
2	Deration of the engine-Altitude (@50 deg C	M		
3	Deration of the engine-Temperature	Deg.C		
4	Deration of the engine-Humidity			
I	INTAKE SYSTEM			
1	Air intake restriction-with clean element	kPa		
2	Air intake restriction-with dirty element	kPa		
3	Filtration capacity in microns	Microns		
4	Intake manifold pressure	KPa		
5	Max. intake manifold temperature	Deg. C		
6	Combustion air inlet flow rate	CFM		
7	Combustion air inlet flow rate	M3/Min		
J	FUEL SYSTEM			

1	Fuel system type			
2	Filter type			
3	Filtration capacity (particle size)	Microns		
4	Priming pump type			
5	Fuel supply line restriction max. allowable	kPa		
6	Fuel return line restriction-min. allowable	kPa		
7	Normal fuel pressure	kPa		
8	Fuel flow to transfer pump (max.)	L/Hr.		
9	Max. head on transfer pump – static/dynamic			
10	Fuel Filter change recommended	Hrs.		
K	LUB OIL SYSTEM			
1	Engine lub oil capacity	L		
2	Refill volume with filter change	L		
3	Sump capacity-low mark level	L		
4	Sump capacity-high mark level	L		
5	Sump angle-Front down	Deg. C		
6	Sump angle-Front up	Deg. C		
7	Sump angle-Side to Side	Deg. C		
8	Oil temp.-max.	Deg. C		
9	Oil pressure-normal range	KPa		
10	Oil pressure-low idel	KPa		
11	Filter type			
12	Filtration capacity in microns	Microns		
13	Crankcase ventilation type			
14	Oil cooler type			
15	Prelub priming pump rating			
16	Connecting hose details			
17	Max. flow of lub oil priming pump			
18	Mounting details for the prelub pump			
19	Lub oil heater connection details			
L	STARTING SYSTEM			
1	System voltage	VDC		
2	Battery capacity for 90sec cranking @ deg C	CCA		
3	No. motors provided & rating of motors	No.		
4	Battery charging alternator capacity	Amps.		
	Min. Recommended Battery Capacity			
5	Cold soak @ 0 deg. C	CCA		
M	JACKET WATER SYSTEM			
1	Engine jacket water coolant capacity	L		
2	Engine jacket water coolant flow rate	LPM		
3	Max. pressure of the coolant in the block	PSI		
4	Max. water pump inlet restriction			
5	Coolant outlet temp. max. allowed	Deg. C		
6	Coolant inlet temp. min. allowed	Deg. C		
7	Max. coolant static head allowable	M Ft		
8	System pressure min. recommended	kPa		
9	Start to open temp.-thermostat	Deg. C		
10	Fully open temp.-thermostat	Deg. C		
11	Min. Coolant fill rate (if applicable)			
12	Min. coolant expansion space as % of			
	System capacity	%		
N	RADIATOR DETAILS			
1	Fluid flow rate-jacket water side	LPM		

2	Fluid flow rate-after cooler water side	LPM		
3	Ambient capability	Deg. C		
4	Number of Fans provided	No.		
5	Air flow of each fan	M3/Min		
6	Motor details			
	-Type			
	- Rating	HP		
	- RPM	rpm		
7	Restriction for water flow	in H2o		
8	Remote radiator capacity – Jacket water	L		
	- After Cooler	L		
9	Connection details IN/OUT	mm		
10	Total Weight (aprox.)	kg		
O	HEAT EXCHANGER DETAILS			
1	Heat exchanger capacity			
	- Jacket water	L		
	- Aftercooler water	L		
2	Fluid flow rate – jacket water side	LPM		
3	Fluid flow rate – raw water side	LPM		
4	Fluid flow rate – aftercooler water side	LPM		
5	Temp. IN/OUT –raw water side	Deg. C		
6	Press. drop across H.E. – raw water side	Kg/cm2		
7	Connection details IN/OUT raw water side	mm		
8	No. passes made	No.		
9	Raw water inlet pressure	Kg/cm2		
10	Weight of heat exchanger (Dry)	Kg		
11	Weight of heat exchanger (Wet)kg	Kg		
P	AFTER COOLER DETAILS			
1	Type			
2	Aftercooler capacity	L		
3	Fluid flow rate - ACW	LPM		
4	No. of passes made	No.		
Q	NOISE LEVEL DETAILS			
	Mechanicals noise (all loads)			
1	@ 1 Meter	dB(A)		
2	@ 7 Meters	dB(A)		
	Exhaust noise @ 1.5 Meters			
3	@ 100% load	dB(A)		
4	@ 90% load	dB(A)		
5	@ 80% load	dB(A)		
6	@ 75% load	dB(A)		
7	@ 70% load	dB(A)		
8	@ 50% load	dB(A)		
9	@ 25% load	dB(A)		
	Exhaust noise @ 7 Meters			
	@ 100% load	dB(A)		
	@ 90% load	dB(A)		
	@ 80% load	dB(A)		
	@ 75% load	dB(A)		
	@ 70% load	dB(A)		
	@ 50% load	dB(A)		
	@ 25% load	dB(A)		
R	MOUNTING SYSTEM			
1	SAE No. of the flywheel housing			
2	Flywheel dimension			
	- Diameter	mm		

	- width	mm		
	- No. of teeth	No.		
3	Type of coupling (for 2 bearing)			
4	Whether comes with a base frame			
S	GOVERNING SYSTEM			
1	Type of governor (ADEM II)			
	Make			
	Model			
2	Class of Governor			
3	Steady state band of regulation	%		
4	Droop range	%		
5	Recovery time			
6	Temporary variation			
7	Permanent variation			
8	Whether start limiting feature standard			

• **OVERALL DIMENSIONS**

- **Length**
- **Width**
- **Height**
- **Weight**

Signature of Tenderer

Stamp of Tenderer

SECTION– V

GENERAL CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Definitions	1.	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.
	2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: - 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

		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. 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.
		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. xiii. District Specifications shall mean the specifications followed by the State Government in the area where the work is to be executed. 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. xv. Tendered value means the value of the entire work as stipulated in the letter of award. 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.
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 confirm to the provisions of any act of the Legislature relating to the works and to the regulations & bylaws of any authority and of any water, lighting & other companies and/or authorities with whose system the structures is proposed to be connected and shall, before making any variations from the drawings or specification that may be necessitated by so confirming, give to the Owner written notice specifying the variation proposed to be amended time receive such instructions he shall proceed with the work, conforming to the provisions, regulations or bylaws in question and any variation so necessitated shall be dealt as specified in the Clause. The contractor shall bring to the attention of the 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 contract or any part thereof or interest therein without the written consent of the Architect and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from the active superintendence of the works during their progress. In case the whole or a part of the work is subject to any subcontractor or such agents, the contractor shall identify the owner that any claims/damages theft arising out of any acts/omission or commissions of such subcontractor or agents in whatever manner. The responsibility for the satisfactory completion of the work as per this contract shall be entirely his (contractor). If the work is sublet by the contractor at any point in time without informing the Institute, the same shall be terminated by the Institute without giving any notice/period and reasons thereof.

8 VARIATIONS NOT TO VITIATE CONTRACT- The quantities of work shown in the tender are approximate and no claim shall be entertained for quantities of work executed being more or less than those entered in the tender or estimate. No revision in rates shall be permitted in any respect of any of the items on account of any variation in the quantities. No alteration, omission or variations shall vitiate this contract but in case the 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 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 and 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.
- 8 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 to in procuring the works to be completed and the amount if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the owner to the contractor or by the contractor to the owner as the case may be and the certificate of the 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 5% of the contract amount, 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 month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 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 or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

(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: Deviation/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 portion 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 debarring 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 lappings, 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, prepare and submit all necessary design calculations, General Arrangement (GA) drawings, GFC drawings, shop drawings, foundation drawings, DG set and AMF panel layout drawings, Single Line Diagrams (SLD), cable routing/layout drawings, earthing drawings, exhaust system drawings, fuel system drawings, control and interconnection drawings, fabrication drawings and as-built drawings required for the complete DG installation.
4. Wherever required by the Engineer-in-Charge, the design calculations and drawings shall be vetted by IIT Bombay / VJTI / any Government-recognized institute/agency at the Contractor's own cost before execution. The drawings shall be prepared in accordance with the tender specifications, site requirements, applicable codes/standards and OEM recommendations and shall be submitted for approval of the Engineer-in-Charge before commencement of the respective work.
5. All costs towards preparation, submission, revision, vetting and approval of drawings/design calculations shall be deemed to be included in the quoted rates and no extra payment shall be made on this account
6. 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.
7. The exact location of the work shall be communicated to the successful bidder after the award of the Contract.
8. 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.
9. 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.
10. All major materials and equipment such as DG set, AMF/ATS panel, cables, earthing materials,

exhaust piping, fuel piping, batteries, cable trays, supports, foundation materials and other accessories shall be procured by the Contractor only from approved/reputed manufacturers and sources, conforming to the applicable IS/IEC standards, tender specifications and approved makes. The Contractor shall make his own arrangements for proper storage, protection and security of all materials and equipment brought to site. Materials shall be stored in a safe, dry, covered and lockable area so as to prevent damage, deterioration, theft or misuse.

No surplus, rejected or unused material shall be taken out of the IIM Mumbai campus without prior written permission of the Engineer-in-Charge / authorized representative of IIM Mumbai.

- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** All Electrical works to be carried through licensed electrician.

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)	Supply, Installation, Testing & Commissioning (SITC) of 380 kVA Diesel Generator (DG) Set with AMF Panel, Allied Civil, Electrical and Associated Works for Pragati Vihar & Anand Vihar Guest Houses at IIM Mumbai Campus	
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) 2025 or latest DSR with latest correction slips
2(xvi)	Date of Commencement of work	Within 7 days after date of award of Work
CLAUSES OF CONTRACT		
Clause 1	Performance Guarantee Performance Guarantee. Performance guarantee if contractor quotes abnormally low Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. Validity of Performance Guarantee Return of Performance Guarantee	Applicable 5% of Tendered Value Not Applicable 15 days The Performance Guarantee shall be initially valid 60 days beyond the stipulated date of completion plus 1 year claim period beyond that. Soon after the completion & commissioning of works and issuance of the completion certificate.
Clause 1A	Security Deposit	Applicable 5% of Tendered Value
	Release of Security Deposit	50% after Successful completion of one

Clause No.	Description	Applicability/Modified/ Added
		year and 6months of Defect Liability period. Remaining 50% after Successful completion of Two three years 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	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. All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by IIM 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	Payment due to Increase / Decrease in	Not Applicable

Clause No.	Description	Applicability/Modified/ Added
10 CC	Prices / Wages (Excluding Materials covered under Clause 10 CA) after Receipt of Tender for Works	
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 Mumbai.
	Clause 12.2(b)	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. 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. The rate of tendered item to be substituted will also be assessed by same above manner.

Clause No.	Description	Applicability/Modified/ Added
		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.
	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 Clause 12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except earth work) Deviation limit for items in 100% earth work sub head of DSR or related items	Project & Original Works 100% 100% 100% 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. 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). 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

Clause No.	Description	Applicability/Modified/ Added			
		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)				
	S. No.	Requirement of Technical Staff		Minimum Experience (Yrs.)	Designation of Technical Staff
		Minimum Qualification	Numbers		
	1.	Graduate in Electrical Engineering	1	10	Project Manager
	2.	Diploma/ Degree (Civil)	1	05	Site Engineer/ Supervisor
	3.	Diploma/ Degree (Electrical)	1	03	Site Engineer/ 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 46	Insurance	Applicable			
Clause 47	Conditions Specific to Green Buildings Practices	Applicable			
Clause 49	Arbitration Clause	Yes, Applicable			
Clause 50	Subcontract or Sublet of Work	As per approval of E-in-Chg.			

2.0 PAYMENT TERMS: -

The following percentage of contract rates shall be payable against the stages of work shown herein: -

Sl. No.	Stage of Work	DG SET & AMF Panel
a)	After initial inspection (wherever specified) & delivery at site in good condition on pro-rata basis	70%
b)	On completion of Installation	20%

c)	On testing, commissioning and handing over to the department for beneficial use	10%
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The payment to the contractor for supply of items will only be made against the submission of a confirmation letter from the original manufacturer (not a dealer) stating that the materials are genuine/ on production of all the test certificates. Engineer-in-charge has full power to verify the genuineness of the material.

In a), b) and c) above security Deposit @5% of the billed value shall be deducted. The Security Deposit will be released after expiry of the defect liability period of 36 months reckoned from the date of commissioning as certified by Engineer-in-charge or within 30 days against an appropriate Performance Bank Guarantee drawn on any nationalized bank valid for the entire defect liability period of 36 months.

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/ Statutory Authorities including Fire, Electrical, Environment, DG Set, required before handing over the project to the client. The defect liability period will be Three 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 if required 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 nothing extra shall be payable. 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 approved DG set layout drawings, electrical single line diagrams, foundation details, cable routing drawings, exhaust system drawings, earthing drawings, AMF/ATS panel drawings, equipment data sheets and other relevant drawings/documents issued or approved from time to time by the Engineer-in-Charge/Consultant. Before commencement of any item of work, the Contractor shall correlate all relevant drawings, technical specifications, equipment ratings, BOQ descriptions, manufacturer's data, site conditions and tender requirements and shall satisfy himself that the information available is complete and unambiguous. Written dimensions and approved technical details shall prevail over dimensions measured by scale from the drawings.

Any discrepancy, mismatch or ambiguity noticed in the drawings, specifications, BOQ, equipment ratings or site conditions shall be brought to the notice of the Engineer-in-Charge before procurement, fabrication, installation or execution of the work. The Contractor shall be responsible for any loss, damage, rework or additional expenditure arising from execution based on erroneous, incomplete or unverified 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. 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.

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 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.

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 WITNESS 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)
2021-2022		
2022-2023		
2023-2024		
2024-2025		
2025-2026		

**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 Project
- 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 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 endeavor 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:

- (1) 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.
- (2) 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.
- (3) 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 WORK COMPLETED DURING THE SEVEN YEARS

Sr. 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 Litigation/Arbitration cases pending/ in progress with details	Name & address/ telephone number of Executive Engineer/ Project Manager or equivalent to whom reference shall be made	Remark / Reasons for delay and compensation charged if any
1	2	3	4	6	7	8	9	10	11
DETAILS OF SIMILAR ELIGIBLE WORK COMPLETED DURING THE SEVEN YEARS									
<u>1.</u>									
<u>2.</u>									
<u>3.</u>									
<u>4.</u>									
<u>5.</u>									

(Signature of Bidders)

FORM –K

Deleted

SECTION– IX

APPENDIX

APPENDIX-I

BANK GUARANTEE FORMAT FOR EMD

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

SIGNATURE:
SEAL

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 Employer, 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 OSD (IPS) / Engineer-In-Charge 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 OSD (IPS) / Engineer-In-Charge 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 OSD (IPS) / Engineer-In-Charge before use at site.

Sr. No.	Equipment / Materials	:	Recommended Manufacturers
1.	DIESEL ENGINE	:	Cummins, Perkins, Volvo Penta, Caterpillar, Kirloskar/KOEL
2.	ALTERNATOR	:	Stamford, Leroy Somer, Crompton, ABB, Kirloskar Electric
3.	Contactor /Relay /HRC FUSE	:	L&T, Siemens, GE Power, Control & Switch Gear, Schneider /ABB
4.	XLPE aluminum / copper Armored Cable	:	RR Kabel /Havells/Polycab
5.	MCCB IN AMF Panel	:	Schnieder (NSX,L&T (Dsine), ABB(T Max), Legrand
6.	DIGITAL PANEL METERS /ELECTRONIC LOAD MANAGER	:	Schnieder, Neptune, Secure, L&T, ABB
7.	INDICATING LAMP (LED TYPE) / PUSH BUTTONS	:	Siemens, L&T, Teknic, ABB, Schnieder
8.	SELECTOR SWITCH	:	L&T, GE, Kaycee, AE, IMP, Salzer.
9.	CTs	:	AE, Kappa, L&T,C&S.
10.	Control Cable	:	Finolex, RR Kabel, Havells, Polycab
11.	CABLE LUGS and Gland	:	Dowell, Multi / Jainson /Comet
12.	G.I. PIPE (IS marked)	:	Tata, Jindal, Zenith
13.	BATTERIES	:	Exide, Panasonic, Amar Raja, Global

			Yuwasa, /OEM Make
14.	M.S PIPES	:	Tata, Jindal, Zenith
15.	AMF Panel	:	As per OEM of DG set
16.	Change Over Switch	:	Socomec / L&T / Legrand / ABB
17.	ATS – Auto Transfer Switch	:	Schneider Electric / Legrand / L&T / ABB / Siemens / GE
18.	Any other material not mentioned above	:	Shall got approved from the Engineer-in-Charge before use at site.

NOTE:

- **THE SUPERIOR/ EQUIVALENT MAKE MAY BE USED ONLY AFTER THE APPROVAL OF EMPLOYER.**
- **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

1. General Safety Requirements

The Contractor shall be fully responsible for safety of all personnel, equipment, materials and installations during transportation, unloading, shifting, storage, erection, installation, testing and commissioning of the DG Set, AMF/ATS Panel and associated works. All works shall be carried out in accordance with applicable statutory safety requirements, relevant IS/IEC standards, OEM recommendations and instructions of the Engineer-in-Charge.

The Contractor shall deploy only trained, experienced and competent personnel for carrying out the work.

2. Personal Protective Equipment (PPE)

All personnel engaged at site shall be provided with and shall use suitable PPE including, as applicable, safety helmets, safety shoes, hand gloves, safety goggles, face shields, ear protection, safety belts/full body harnesses, welding shields and electrically insulated gloves.

No person shall be permitted to work at site without the required PPE.

3. Electrical Safety

All electrical installation, cabling, termination, testing and commissioning works shall be carried out only by qualified and licensed electrical personnel.

Before commencing any work on existing electrical installations, the concerned circuit shall be isolated, switched OFF, locked and tagged wherever applicable. The Contractor shall confirm absence of voltage before commencement of work.

Suitable insulating mats, insulated tools, gloves and other electrical safety equipment shall be used while working on or near electrical panels.

No live electrical work shall be carried out unless specifically permitted in writing by the Engineer-in-Charge and all prescribed safety precautions are taken.

Temporary electrical connections used during execution shall be properly protected through suitable MCB/MCCB, RCCB/ELCB and proper earthing.

4. Earthing and Protection

The DG Set, alternator, AMF/ATS Panel, control panel, fuel tank, cable trays, metallic enclosures and all other exposed non-current carrying metallic parts shall be effectively earthed in accordance with the tender specifications and applicable standards.

The DG Set shall not be energized or commissioned unless the complete earthing system and protective devices have been checked and found satisfactory.

5. Lifting, Unloading and Shifting of DG Set

Unloading, lifting, shifting and placement of the DG Set, alternator, panels, fuel tank and other heavy equipment shall be carried out using suitable cranes, hydras, chain pulley blocks, forklifts or other approved lifting equipment of adequate capacity.

All lifting tackles, slings, ropes, shackles, hooks, chains and other lifting accessories shall be in good condition and shall have valid test certificates wherever applicable.

No equipment or lifting appliance shall be loaded beyond its Safe Working Load (SWL).

Only trained and authorized operators shall operate cranes, hydras, forklifts and other lifting equipment.

No person shall be permitted to stand or pass beneath a suspended load.

6. Work at Height

Suitable scaffolds, ladders or working platforms shall be provided wherever work cannot safely be carried out from ground level.

All ladders shall be of sound construction and shall be securely positioned. Working from makeshift ladders or temporary supports shall not be permitted.

Personnel working at height shall use full body safety harnesses with suitable anchorage.

Scaffolding and working platforms shall be properly erected, braced and provided with guard rails wherever required.

7. Cable Trenches and Excavation

Where excavation or trenching is required for power cables, control cables, earthing or other associated works, adequate barricading, warning signs and safe access shall be provided.

Excavated material shall be kept sufficiently away from trench edges to prevent collapse.

Existing underground electrical cables, water lines, communication cables and other services shall be identified before commencement of excavation.

Where trenches are left open, they shall be properly barricaded and illuminated during night.

8. Fuel System Safety

Diesel fuel shall be stored, handled and transferred in a safe manner and in accordance with applicable statutory requirements.

Smoking, open flames and unauthorized hot work shall be strictly prohibited in the vicinity of the DG Set, fuel tank, fuel piping and fuel storage areas.

Fuel lines, joints, valves and connections shall be checked for leakage before commissioning.

Spilled diesel or oil shall be cleaned immediately and shall not be allowed to accumulate on the floor.

Suitable fire extinguishers shall be provided near the DG Set and fuel storage area.

9. Battery Safety

Starting batteries shall be handled and installed carefully using suitable PPE.

Battery terminals shall be protected against accidental short circuit.

Adequate ventilation shall be maintained around battery installations.

Smoking, sparks and open flames shall not be permitted near batteries.

Suitable precautions shall be taken while handling battery electrolyte, wherever applicable.

10. Exhaust System and Hot Surface Safety

The exhaust piping, silencer and associated supports shall be installed securely in accordance with approved drawings and OEM recommendations.

Exhaust piping passing through walls, roofs or other building elements shall be properly insulated and protected.

Suitable thermal insulation or guards shall be provided wherever hot surfaces are accessible to personnel.

No combustible material shall be stored near exhaust piping, silencer or other hot surfaces.

Suitable precautions shall be taken during testing and commissioning to prevent personnel from coming into contact with hot exhaust components.

11. Welding, Cutting and Hot Work

All welding, gas cutting, brazing or other hot work shall be carried out only by trained personnel.

Suitable welding shields, goggles, gloves and protective clothing shall be used.

A suitable fire extinguisher shall be kept ready at the location of hot work.

Hot work shall not be carried out near diesel fuel, batteries or other combustible materials without proper precautions and approval.

Gas cylinders shall be stored upright, properly secured and away from heat sources.

12. Fire Safety

Suitable and adequately rated fire extinguishers shall be provided at the work location during erection, installation and commissioning.

The Contractor shall ensure that access to existing fire-fighting equipment, fire exits and escape routes is not obstructed at any time.

Combustible materials, packaging, waste oil and other debris shall not be allowed to accumulate near the DG Set or electrical installations.

The Contractor shall comply with all applicable fire safety requirements of IIM Mumbai.

13. Testing and Commissioning Safety

Testing and commissioning of the DG Set and associated electrical systems shall be carried out under the supervision of competent personnel and authorized representatives of the OEM.

Before initial starting of the DG Set, the Contractor shall verify:

- mechanical installation and alignment;
- proper tightening of all electrical and mechanical connections;
- fuel and lubricating oil levels;

- coolant level;
- battery connections;
- earthing connections;
- exhaust system;
- emergency stop operation;
- protection relays and safety interlocks;
- AMF/ATS operation;
- phase sequence, voltage and frequency; and
- absence of any tools, loose materials or personnel near rotating parts.

Suitable barricading and warning notices shall be provided during testing and load trials.

14. Noise and Hearing Protection

During DG Set operation, workers exposed to high noise levels shall use appropriate hearing protection such as ear plugs or ear muffs.

Acoustic enclosure doors shall remain closed during operation except when access is required for inspection or maintenance.

15. Housekeeping and Material Storage

All materials, cables, equipment and tools shall be stored in an orderly and safe manner.

No material shall be stored in such a manner as to obstruct walkways, access passages, electrical panels, fire exits or emergency routes.

Scrap cables, packing material, oil-contaminated waste and other debris shall be removed regularly from the site.

Oil and fuel-contaminated waste shall be disposed of in accordance with applicable environmental and safety requirements.

16. Barricading and Safety Signage

The Contractor shall provide suitable barricades, caution boards, danger boards and safety signage around work areas, electrical panels, cable trenches and DG installation areas as required.

The work area shall be suitably illuminated, particularly during night work or shutdown activities.

17. Emergency Arrangements and First Aid

A properly equipped first-aid box shall be maintained at the work location.

Emergency contact numbers shall be prominently displayed at site.

The Contractor shall make suitable arrangements for prompt medical assistance in the event of any accident.

All accidents, injuries, electrical incidents, fuel leakages, fires or near-miss incidents shall be immediately reported to the Engineer-in-Charge.

18. Safety During Shutdown and Connection to Existing System

Where the DG installation requires connection to the existing LT system, MDB, AMF/ATS Panel or other electrical network, the Contractor shall prepare and obtain approval for the shutdown programme before commencement of work.

The Contractor shall coordinate with the Engineer-in-Charge and IIM Mumbai representatives before taking any shutdown.

Isolation, Lock-Out/Tag-Out (LOTO), testing for absence of voltage and restoration of supply shall be carried out only by authorized personnel.

19. Protection of Existing Services and Property

The Contractor shall take all necessary precautions to avoid damage to existing electrical installations, buildings, roads, utilities, landscaping, underground services and other facilities of IIM Mumbai.

Any damage caused due to negligence of the Contractor shall be rectified by the Contractor at his own cost to the satisfaction of the Engineer-in-Charge.

20. Safety Responsibility of Contractor

The Contractor shall nominate a responsible person for implementation and monitoring of safety requirements at site.

The name and contact details of the responsible person shall be displayed prominently at the work location.

The Contractor shall be responsible for ensuring compliance with all safety instructions by his employees, subcontractors, OEM representatives and other persons engaged by him.

21. Inspection by IIM Mumbai / Engineer-in-Charge

All safety arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge, IIM Mumbai Safety/Engineering representatives or any authorized statutory authority. Any unsafe condition pointed out during inspection shall be rectified immediately by the Contractor.

The Engineer-in-Charge shall have the right to stop any work being carried out in an unsafe manner, without any additional cost or extension of time to the Contractor on this account.

22. Statutory Compliance

The above provisions are in addition to and not in substitution of any provisions of applicable Acts, Rules, Regulations, Standards or statutory requirements in force in India.

The Contractor shall comply with all applicable provisions relating to **electrical safety, labour safety, fire safety, environmental protection, lifting equipment, diesel storage and occupational health and safety**, as applicable to the work.

The Contractor shall be solely responsible for any consequences arising from non-compliance with the above safety requirements.

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) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

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 ayaa 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

Supply, Installation, Testing & Commissioning (SITC) of 380 kVA Diesel Generator (DG) Set with AMF Panel, Allied Civil, Electrical and Associated Works for Pragati Vihar & Anand Vihar Guest Houses at IIM Mumbai Campus

NIT No.: IIMM/IPS/CONS/ELE/2026-27/09 Date: 22.09.2026

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:

Supply, Installation, Testing & Commissioning (SITC) of 380 kVA Diesel Generator (DG) Set with AMF Panel, Allied Civil, Electrical and Associated Works for Pragati Vihar & Anand Vihar Guest Houses at IIM Mumbai Campus

Electrical Work							
SR. No.	Ref.	Clause	Description of item	Qty.	Unit	Rate (Incl. GST)	Amount (Incl. GST)
1	CPWD DSR 2025	29.1	Supplying, Installation, Testing & Commissioning of 'Silent Type Diesel Generating set as per CPCB IV + or better norms along with having Prime Power Rating of KVA as below, 415 volts at 1500 RPM, 0.8 lagging power factor at 415 V suitable for 50 Hz, 3 phase system & for 0.85 Load Factor, including testing at factory and site with fuel, load for test and other necessary arrangements Complete as per CPWD specifications, should have QR code which should contain drawing, test report OEM manual, Geo- Tag of manufacturing location, rating plate as per relevant IS Code etc. and consisting of the followings:- (A) Diesel Engine: Turbo charged Diesel engine 4 stroke water cooled, multi cylinder, dynamically balanced fly wheel, electric start of suitable BHP at 1500 RPM suitable for above output of alternator at 40 °C, 50% RH & at 1000 Meter MSL , capable of taking 10% over loading for one hour after 12 hours of continuous operation. The engine will be with Electronic governor, Dry type Air filter with service indicator, first filling of engine fuel (after commissioning) lubricating Oil, Coolant and other consumables complete with all the required accessories, the Electronic governor shall be as per ISO 8528. The engine shall comply to the latest CPCB norms (CPCB IV + or better) and Conforming to BS 5514, BS 649, IS 10000, IS				

			10002, IS 13018 and as per CPWD specifications.				
			(B) Engine mounted instrument Panel fitted with and having digital dis Plate for following: (i) Start-stop switch with key (ii) Water temperature indication (iii) Lubrication oil pressure indication (iv) Lubrication oil temperature indication (v) Battery charging indication and Voltage indication (vi) RPM indication (vii) Over speed indication (viii) Low lubrication Oil trip indication (ix) Engine Running Hours indication (x) Fuel Level				
			(C) Alternator: Synchronous Alternator rated of appropriate KVA, 415 volts at 1500 RPM, 3 phase 50 Hz, AC supply with 0.8 lagging power factor at 40 °C, 50% RH & at 1000 Meter MSL. The alternator shall be having Screen Protected Drip Proof (SPDP) enclosure IP23, brushless, continuous duty, dynamically balanced rotor, capable of taking 10% over loading for one hour after 12 hours of continuous operation, self-cooled, self-excited and self-regulated through AVR conforming to IS13364 (Part 2) /IS:4722/BS 2613 suitable for tropical conditions and with class-H insulation.				
			(D) Base Frame & Foundation: Both the engine and alternator shall be mounted on suitable base frame made of MS channel with necessary reinforcement which shall be installed on suitable cement concrete foundation and vibration isolation arrangement as per recommendations of manufacturer. (E) FUEL TANK: Daily service fuel tank of suitable litres capacity as per CPWD Specifications, fabricated out of 3 mm thick M.S. sheet complete with all standard accessories and fuel piping between fuel tank and diesel engine with MS class 'C' pipes of suitable dia.				

			Complete with valves, level indications & accessories as required as per specifications. (F) Exhaust-System: Dry exhaust manifold with hospital type exhaust silencer and catalytic convertor.				
			(G) Starting System: 12V/24V DC starting system comprising of starter motors: voltage regulator and arrangement for initial excitation complete with suitable numbers of batteries (180 AH capacity lead acid SMF type) as required as per specifications. The battery shall be housed inside the acoustic enclosure of DG Set (H) Acoustic and weather proof enclosure with arrangement for fresh air intake for cooling of the engine & alternator, extraction, discharging hot air into the atmosphere and the temperature rise inside the enclosure, noise level outside enclosure. The acoustic enclosure should be suitable for cable connection/ connection through bus-trunking. Such arrangements on acoustic enclosure should be water proof & dust-proof conforming to IP-65 protection. The enclosure shall be as per CPCB IV + or better norms etc. and as per CPWD specifications.				
			(I) AMF Panel: Free standing floor mounted IP 42 automatic mains failure control panel including auto by-pass, suitable for KVA as below for silent type DG set complete with relays, timers, set of CTs for metering & protection and energy analyser to indicate currents, phase and line voltages, frequency, power factor, KWH, Kilo Volt Ampere Reactive Hour (KVARH), KVA (Phase & Total), KW & provision for overload, short circuit, restricted earth fault, under frequency, power (aluminium) and control (copper) cabling of suitable size upto 15 meter between AMF panel, LT Panel and DG Set including				

			connection interconnection etc. as required, all complete and inter locking and communication/Ethernet/RS485 /SNMP port open protocol for BMS integration including suitable software, the panel shall be of DG Set OEM make etc.as per approved by Engineering in charge and including the following: 1.Suitable numbers and appropriate capacity 4 pole motorised electrically operated draw out with cradle type 3 position ACB/ MCCB with electronic release for O/C & E/F and shunt trip. 2.Auto/Manual/Test/Off elector switch 3. Protection for under and over voltage phase reversal (2 nos Over voltage relay, 2 Nos. reverse power relay and 2 Nos. under voltage relay). 4. 3 Sets of current transformers 15 P 10 accuracy for protection and 15 VA class-I for metering				
			5.Energy analyser unit to indicate current, Voltage(LN & L_L), kW, kVA (Phase & Total), Frequency, KWH, PF. 6.LED Indicating lamps for load on mains and load on set 7.Fuse/ MCB for instruments 8.Battery charger, complete with transformer/ rectifier, D.C. voltmeter and ammeter, selector switch for trickle, off and boost and current adjustment. 9.Main supply failure monitor 10.Supply failure timer 11.Restoration timer 12.Control unit with three impulse automatic engine start/stop and failure to start lockout. 13.Impulse counter with locking and reset facility. 14.ON/OFF/Control circuit switch with indicator 15.Audio/Video annunciation for (i)High water temperature (ii) Low lubricating oil pressure (iii)Engine over speed (iv)Engine fails to start (v)Full load/maximum load warning				

			16. Protection for over/under Frequency, Loss of AC sensing, Over Current, Unbalancing load with suitable number of relays and accessories 17.Maintenance notification based on Engine Run Hour & due date.				
			18. Load Management through PLC to achieve auto opening and closing of incomer breakers, bus coupler switching of essential panel, interlocking providing signal to AMF Panel for load status and AMF shall give command to DG Set to auto start / auto stop depending upon load status and requirement etc. and necessary hardware and software required to perform the operation shall be provided by the contractor including all control wiring.				
i	CPWD Electric al DSR 2025	29.1.13	Supplying, Installation, Testing & Commissioning of 380 KVA 'Silent Type Diesel Generating set as per CPCB IV + or better norms as per specifications specified	1	Nos	28,43,302.00	28,43,302.00
2			Testing & Inspection charges for above DG sets at factory premises for Department Engineer-In-Charge	Lum Sum	Job	28,433.02	28,433.02
3			Statutory Permissions Required from MPCB ,Electrical Inspector etc. for Installation & commissioning of above DG sets	Lum Sum	Job	2,36,000.00	2,36,000.00
4	Mahara shtra PWD CSR 2022-23	7-1-24	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 300 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification no. CB-LT/AL (2 Runs from DG Set to AMF Panel & O/G from AMF Panel to Existing Main DB)	100	Mtr	1930.48	1,93,048.00
5	CPWD Electric al DSR 2025	3704	MS perforated cable tray Hot Dipped Galvanized 300 X 50 X 1.6 mm	80	Mtr	458.39	36,671.20
6	CPWD Electric al DSR 2025	5.6	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing	5	Each	15,004.00	75,020.00

			masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 Meter long etc. with charcoal/ coke and salt as required.				
7	CPWD Electric al DSR 2025	5.2	Providing and fixing earth bus of 50 mm X 5 mm copper strip on surface for connections etc. as required.	60	Mtr	2,245.00	1,34,700.00
8	CPWD Electric al DSR 2025	5.11	Providing and fixing 25 mm X 5 mm G.I. strip in 40mm dia G.I. pipe from earth electrode including connection with G.I. nut, bolt, spring, washer excavation and re-filling etc. as required.	50	Mtr	755.00	37,750.00
			Total Electrical Works (A)				35,84,924.22

Civil Works							
9	CPWD Civil DSR 2023	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.	4.54	Cum	293.49	1,331.28
10	CPWD Civil DSR 2023	16.11	Dry stone pitching 22.5 cm thick including supply of stones and preparing surface complete.	12.96	Sqm	995.76	12,905.08
11	CPWD Civil DSR 2023	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).	1.30	Cum	7,680.61	9,954.08
12	CPWD Civil DSR 2023	4.3	Centering and shuttering including strutting, propping etc. and removal of form work for :				-
		4.3.1	Above Plingth Level	8.52	Sqm	442.15	3,767.15
13	CPWD Civil DSR 2023	6.1	Brick work with common burnt clay F.P.S. (non-modular) bricks of class				-

			designation 7.5 in foundation and plinth in:				
14	CPWD Civil DSR 2023	6.1.1	Cement mortar 1:4 (1 cement : 4 coarse sand)	1.97	Cum	8,310.50	16,400.00
15	CPWD Civil DSR 2023	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.	250.00	Kg	121.60	30,401.00
16	CPWD Civil DSR 2023	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.				-
17	CPWD Civil DSR 2023		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	2.59	Cum	10,886.92	28,219.00
18	CPWD Civil DSR 2023	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.				
19	CPWD Civil DSR 2023	10.16.1	Hot finished welded type tubes.	250.00	Kg	219.19	54,797.00
20	CPWD Civil DSR 2023	12.50	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-Charge) of total coated thickness 0.50 mm (base metal of minimum 0.45 mm thickness with total coating thickness of 0.05mm) with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self-drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	19.44	Sqm	832.84	16190.00
21	CPWD Civil DSR 2023	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.				
22	CPWD Civil DSR 2023	13.52.1	On steel work	50.00	Sqm	272.58	13,629.00
23		MR	Providing and fixing in position I.S.I. mark Dry chemical powder type fire extinguisher of 10 kg. capacity.	2.00	No.	5,994.40	11,989.00
24		MR	Providing and fixing in position Co2 water type fire extinguishers of 9 liters capacity each.	3.00	No.	4,814.40	14,443.20

25		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.	8.00	No.	1,321.60	10,573.00
26	PWD Electrical CSR 2022-23	10-6-25	Supplying and fixing PVC synthetic elastomer electrically insulating mat with class A insulation conforming to IS: 15652 – 2006 having 2 mm thickness up to 3.3 kV	15.00	Sqm	6054.58	90,189.00
			Total Civil Works (B)				3,15,417.00
			Grand Total (C) - A+B				39,00,341.00
			Cost consider for Maintenance work (Rs 28,43,302.00 i.e. cost of equipment)				
			Maintenance cost for 1st year included in the scope				-
			Maintenance cost for 2nd year included in the scope				-
			Maintenance cost for 3rd year included in the scope				-
			Maintenance cost for 4th year				1,42,165.00
			Maintenance cost for 5th year				1,70,598.00
			Total Maintenance Cost (D)				3,12,763.00
			Grand Total (C+D) Including GST				42,13,104.00

	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 including GST quoted in figure ₹ _____

Total tender amount including GST quoted in words ₹ _____

Date: ____ / ____ / ____

**Contractor
Engineer**

Engineer In Charge