



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

TENDER DOCUMENT FOR

Design, Supply, Installation, Testing & Commissioning of 04 Nos. Passenger Elevators in Replacement of Existing Elevators with Buy-Back Option at Swami Vivekananda Hall, IIM Mumbai Campus, including Dismantling and Removal of Existing Lift Assemblies, Repair/Modification of Existing Lift Wells and Allied Civil, Electrical & Finishing Works.

NIT No.: IIMM/IPS/CONS/ELE/2026-27/10 Date: 04.10.2026

Invited By

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

October 2026

**Volume I
Technical Bid**

TABLE OF CONENTS

	VOLUME I
	NOTICE INVITING e-TENDER (NIT)
Section I	Instructions to bidder
Section II	Selection & qualifying criteria
Section III	Scope of Work
Section IV	Technical specifications
Section V	General conditions of contract
Section VI	Special conditions of contract
Section VII	Annexures
Annexure I:	GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION OF THE WORK IN ALL ASPECTS.
Annexure II:	Deleted
Annexure III:	Deleted
Annexure IV	Format for Affidavit
Annexure V	Format for advance payment bank guarantee
Section VIII	Forms
Form 1	Letter of transmittal
Form A	Financial information
Form B	Structure & Organization
Form C	No- conviction certificate
Form D	Understanding the project site
Form E	No deviation certificate
Form F	Integrity Pact
Form G	Litigation history, liquidated damages, disqualification
Form H	Deleted
Form I	Solvency certificate
Form J	Type Of Similar Work Completed During The Last Seven Years
Form K	Deleted
	Volume II
	Financial Bid
	Declaration Form for Buy Back

NOTICE INVITING e-TENDER (NIT)

NIT No. IIMM/IPS/CONS/ELE/2026-27/10

Dated: 05.10.2026

Chief Administrative officer on behalf of Director, Indian Institute of Management Mumbai, Vihar Lake Road, Powai, Mumbai invites online e-tenders on Item Rate Mode under the Two-Bid System from and experienced elevator OEMs / authorized bidders for Design, Engineering, Manufacture, Supply, Dismantling of Existing Installations, Installation, Testing and Commissioning of 04 Nos. new 13-passenger gearless machine-room elevators in replacement of the existing 04 lifts with Buy-Back Option at Swami Vivekananda Hall (Boys' Hostel), IIM Mumbai, including allied civil, electrical, finishing and statutory works, complete as specified in the tender documents and Bill of Quantities.

Name of Work / Project	Design, Supply, Installation, Testing & Commissioning of 04 Nos. Passenger Elevators in Replacement of Existing Elevators with Buy-Back Option at Swami Vivekananda Hall, IIM Mumbai Campus, including Dismantling and Removal of Existing Lift Assemblies, Repair/Modification of Existing Lift Wells and Allied Civil, Electrical & Finishing Works
Site / Location	Swami Vivekananda Hall (SVH), IIM Mumbai Campus, 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. 2,00,05,519.00/- Including GST.
Cost of Tender Document	Rs. 5,900/- (In cl. 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 4,00,100/- 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).
Completion Period for SITC	6 Months from date of commencement / LOA.
Defect Liability / Comprehensive Warranty & Free Maintenance	36 months from successful commissioning and handover of each elevator
Post-DLP Comprehensive AMC	Years 4, 5 and 6, as quoted / accepted in BOQ
Validity of Bid/Tender	120 days from the date of opening of Technical Bid
Date Of publishing of NIT	06.10.2026 on below mentioned portals and http://iimmumbai.ac.in https://etenders.gov.in/eprocure/app
Pre-Bid Meeting Date & Place	09.10.2026 at 15:00 Hrs at IIM Mumbai Maximum 02 (Two) authorized representatives from each bidder shall be permitted to attend the Pre-Bid Meeting.
Last Date for sending Prebid Queries	09.10.2026 up to 17:00 Hrs.
Last date & time of Procurement/ download of tender Document	16.10.2026 up to 15.00 Hrs.
Last date & time for online submission of Technical & Financial Bid.	16.10.2026 up to 15.00 Hrs.
Online Opening of Technical Bid.	16.10.2026 up to 15.30 Hrs.
Online Opening of Financial Bid.	To be Intimated to Technical Qualified Bidders.
Contact information	Indian Institute of Management, Mumbai, Vihar Lake Road, Powai, Mumbai 400087.

Tenderers are advised to visit the site and see the work before submitting the tender. The Technical and Financial bids should be uploaded through the E-tendering process only before the due date & time.

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.

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 evaluated tender amount shall be determined after adjustment of the Buy-Back Value quoted by the bidder for the 04 existing lifts.

The bidder quoting the lowest net evaluated tender amount (L1), after deducting the accepted Buy-Back Value from the total quoted tender amount, shall be considered for award of the work, subject to fulfillment of all eligibility criteria, technical requirements, tender conditions and other applicable provisions of the tender document.

The minimum acceptable Buy-Back Value for the 04 existing lifts shall be ₹4,38,744/- Excluding GST. The bidder shall not quote a Buy-Back Value lower than ₹4,38,744/- Excluding GST. In case the quoted Buy-Back Value is below this minimum amount, the bid shall be liable for rejection.

Net Evaluated Tender Amount = Total Quoted Tender Amount – Quoted Buy-Back Value.

In case two or more bidders quote the same amount/rate 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 / called for by the Institute.

IIM Mumbai reserves the right to;

- a. Reject any or all tenders/bids, either wholly or partly, without assigning any reason whatsoever.
- b. Accept or reject the lowest tender/bid or any other tender/bid, and the Institute shall not be bound to accept the lowest or any tender/bid.
- c. Accept the whole or any part of the tender/bid, and the successful tenderer/bidder shall be bound to execute the accepted portion of the work at the quoted/accepted rates and on the terms and conditions of the tender.
- d. Cancel, withdraw, annul, or terminate the tendering process at any stage, including before or after opening of the bids and before award of the work, without assigning

any reason whatsoever. In such an event, no bidder/tenderer shall have any claim for compensation, damages, reimbursement of costs, or any other amount against IIM Mumbai.

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:	Design, Supply, Installation, Testing & Commissioning of 04 Nos. Passenger Elevators in Replacement of Existing Elevators with Buy-Back Option at Swami Vivekananda Hall, IIM Mumbai Campus, including Dismantling and Removal of Existing Lift Assemblies, Repair/Modification of Existing Lift Wells and Allied Civil, Electrical & Finishing Works
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1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1.1 GENERAL

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

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

1.2 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

Instructions for Online Bid Submission

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

Registration

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

Searching for Tender Documents

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

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

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

Preparation of Bids

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

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

Submission of Bids

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
– Not Applicable

- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e., After Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

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

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

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

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

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

2.0 INSTRUCTIONS TO BIDDER

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

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

Index/ Market Rate while submitting the tender.

- b) In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
- c) Bidders are advised to quote their rates including the lead/lift/carriage of material at site as per the site conditions. No request for the lead/lift carriage shall be considered after the award of the work.
- 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

The intending bidder(s) are advised to inspect and examine the site, at their own cost, and satisfy themselves before submission of the bid regarding the existing site conditions, accessibility, nature and extent of the work, existing lift installation, lift shaft/hoistway, machine room, landing entrances, available electrical supply, structural and civil conditions, and all other factors that may affect the execution of the work.

The bidder shall carefully assess the requirements for dismantling and removal of the existing lifts, transportation and shifting of materials, installation of new lift equipment, repair/rectification of the lift shaft and machine room, electrical and allied works, finishing works, testing and commissioning, and coordination with the existing building services.

The bidder shall also satisfy themselves regarding the means of access to the site, working space, storage and stacking arrangements, movement of materials and equipment, working restrictions in the occupied hostel building, safety requirements and any other site constraints that may influence the execution, methodology, cost or completion period of the work.

The bidder shall be responsible, at their own cost, for arranging all materials, tools and plants, machinery, lifting equipment, manpower, safety equipment, temporary arrangements and other facilities required for proper execution of the work, except those specifically stated to be provided by IIM Mumbai under the tender documents.

Submission of the bid shall be deemed to constitute confirmation that the bidder has carefully studied the NIT, BOQ, Technical Specifications, drawings/details wherever applicable, General and Special Conditions of Contract and all other tender documents and has fully understood the scope and site conditions.

The site visit is intended to enable the bidder to understand the actual scope of work and existing site conditions before quoting. No claim for additional payment, extension of time or any other compensation arising out of lack of knowledge, misunderstanding or incorrect assessment of the site conditions shall be entertained after submission of the bid.

The bidder may visit the site at any time during the permitted working hours before the last date of submission of the bid. Prior to the site visit, the bidder shall intimate/request IIM Mumbai through the email ID mentioned in the NIT, indicating the proposed date and time of visit.

The representative visiting the site shall carry a proper authorization letter issued by the bidder/company/agency and shall submit/show the same to the authorized representative of IIM Mumbai at the time of the site visit.

2. QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION

The intending bidder(s) shall carefully read the terms and conditions of the tender documents and shall submit the bid only after satisfying themselves regarding their eligibility and availability of all documents required under the tender.

The Technical Bid shall be uploaded with color scanned copies of all required documents. All documents shall be arranged serial-wise in the order stated below, along with the checklist, and shall be clearly marked with page numbers. Each page of the Technical Bid shall be duly signed and stamped by the authorized signatory of the bidder (MANDATORY).

The technical offer submitted by the bidders will be evaluated based on the below credential criteria.

Table 1: Format of Check List					
Sr. No.	Particulars	Yes	No	Credential Criteria of Firm	Page Nos. (From – to)
1.	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.				
2.	Letter of Transmittal for Technical Bid in prescribed format on bidder's original letter Head (Form-1).				
3.	Name of the firm & Address (Where registered post can be received)				
4.	Yearly Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2025-26. (Copy of Annual Audited Accounts Statement for each year or the certificate for the average Turnover of the Tenderer issued by a registered Chartered Accountant).				
	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.				
5.	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm / company. (Form- B)				
6.	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).				
7.	'No Deviation Certificate' in prescribed format in Bidder's Letter Head (Form-E).				
8.	Consent Letter to execute the Integrity Pact (Form-F).				
9.	Bidder shall submit Information on				

	litigation history, liquidated damages, disqualification etc. in bidder Letter Head (Form-G).				
10.	GST Registration No. of the firm/Agency (Enclose copy):				
11.	Income Tax Permanent Account No. (Enclosed copy)				
12.	Experience of the firm in a similar field during the last five years, ending the last day of the month previous to the one in which tenders are invited of submission of tender. (Copy of Completion Certificate to be enclosed).				
13.	Either OEM directly, or its authorized vendor, or a bidder who had been authorized by OEM to participate in this tender. A relevant certificate from the OEM to be submitted and mentioned.				
14.	Details of EMD uploaded or MSME registration no. and year				
15.	Scanned copy of Demand Draft/Payment Receipt for Tender Fees of the amount as mentioned in NIT.				
16.	Address of Nearest after-sales service provider (for Annual Maintenance, availing warranty, etc.)				
17.	Make of Elevator				
18.	Year of Establishment of OEM				

a) **ANNUAL TURNOVER:**

The bidder shall have average annual financial turnover during the last three completed financial years ending 31 March 2026 of not less than 50% of the estimated cost put to tender, unless a different requirement is stated in the NIT. Documentary proof shall be submitted through audited financial statements and / or a certificate from a Chartered Accountant indicating UDIN, as applicable.

b) The bidder shall have satisfactory experience of executing similar lift works for Government / PSU / Autonomous Bodies / reputed institutional organizations such as IIM, IIT, etc. Documentary evidence such as work orders and completion / performance certificates shall be submitted.

c) For this tender, 'Similar Work' shall mean Design / Supply / Installation / Testing / Commissioning of passenger lifts, including replacement / modernization involving complete lift installation, preferably in multi-storeyed buildings. Experience of general building construction alone shall not be treated as similar lift work.

d) EMD:

Earnest Money Deposit as specified in NIT to be furnished in any of the following forms and shall be valid up to 120 days from the last date of submission:

- In case needs exemption under the MSME criteria, then a valid MSME certificate is required to be uploaded on the e-procurement portal
- Can be deposited in the below-mentioned Institute Bank Account, and share the UTR/Transaction number and date of the transaction in the technical bid, and the copy of the transaction receipt must be uploaded online on the portal with other documents. Those bidders who are exempted from the deposit of Tender Fee & EMD (Earnest Money Deposit) must submit the relevant certificate to claim the exemption and mention 'Exempted' in the Technical Bid where the UTR number has been asked. In case the enclosed certificate is not valid or not acceptable to the Institute, the submitted bid will be treated as a bid without Tender fee/ EMD and will be rejected.

Bank Account No.	10007680096
IFSC Code	SBIN0009055
Name of Bank & Type of Account	State Bank of India IIM Mumbai Main Account Current

e) EXPERIENCE:

(I) The bidder shall have successfully completed similar lift works during the last 7 years ending on the last day of the month previous to the month in which the tender is invited. The value of completed similar works shall satisfy any one of the following, calculated with reference to the estimated cost put to tender: -

- a. Three completed contracts of Construction of multi-storied buildings (more than 12 floors) with SITC of a lift costing not less than Rs 80.00 Lakhs each.;
- OR
- b. Two completed contracts of Construction of multi-storied buildings (more than 12 floors) with SITC of a lift costing not less than Rs 120.00 Lakhs each.;
- OR
- c. One completed contract of Construction of multi-storied buildings (more than 12 floors) with SITC of a lift costing not less than Rs 160.00 Lakhs each.

Note:

- 1) Only. completed works supported by completion / performance certificates shall be considered
- 2) The meaning of "Similar Work" for the tender has been defined as "Construction of multi-storied buildings (more than 12 floors) with Design / Supply / Installation / Testing / Commissioning of passenger lifts, including complete replacement / modernization of lift installations.
- 3) The value of completed works may be updated to the tender-date price level only if and in the manner expressly provided in the NIT / GCC.

f) Declaration/Undertaking for the supply of spare for 15 years from OEM.
(Format attached as **ANNEXURE-A**).

- g) The OEM must have a service center in Mumbai. This Condition is Mandatory.
- h) The bidder should submit the Escalation matrix for service and maintenance to be mandatorily uploaded with the Technical Bid.
- i) The OEM must be established not less than 25 years from the last date of bid submission. Documentary proof must be attached.
- j) The manufacturer shall be compliant with the Public Procurement (Preference to Make in India), Order 2017 (as amended from time to time) issued by the Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry.
- k) The bidder may be required to furnish evidence of financial capability/solvency, if called for by IIM Mumbai during evaluation.

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

3. ONLINE SUBMISSIONS OF DOCUMENTS

The bidder shall submit the following documents as prescribed in the tender:

- 1) All documents uploaded as part of the Technical Bid, as specified in the Checklist / Qualifying Criteria under Section-II, shall be duly page-numbered, signed and stamped by the authorized signatory. The bid may be liable for rejection in case of non-compliance.
- 2) Original EMD and Tender Document Fee instruments, wherever payment is made through DD, FDR or Bank Guarantee (BG), as permitted in the tender, shall be submitted in a separate sealed envelope clearly superscribed "EMD & TENDER FEE". The envelope shall mention the Name of Work/Project, Bidder's Name, Address, Contact Number and E-mail ID.

Note: The above documents/envelopes required for physical submission shall be placed in one outer sealed envelope clearly superscribed "Documents for Offline Submission", mentioning the Name of Work/Project and the bidder's Name, Address, Contact Number and E-mail ID.

SECTION– III

SCOPE OF WORK

4. DETAILED SCOPE OF WORK: -

1. SITE: -

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



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

2. BACKGROUND INFORMATION: -

The four existing Schindler passenger lifts installed at Swami Vivekananda Hall (SVH), IIM Mumbai, were commissioned in 2013 and have been in continuous service for over 13 years. These lifts cater to the daily vertical transportation requirements of the hostel occupants.

Over time, the lifts have experienced frequent breakdowns, recurring faults and increased maintenance requirements, resulting in repeated service interruptions and inconvenience to users. Considering the age of the lifts, prolonged usage, recurring breakdowns, reliability concerns and the need to ensure improved passenger safety and operational performance, IIM Mumbai has decided to undertake complete replacement of all four existing lifts with new passenger lifts.

The scope broadly includes dismantling and removal/buyback of the existing lift equipment, supply, installation, testing and commissioning of new lifts, along with necessary repairs/modifications to the existing lift shaft, machine room, electrical system and associated civil, electrical and finishing works required for successful completion of the replacement work.

3. SCOPE OF WORK: -

The scope of work under this tender includes detailed site survey and engineering; design and preparation of GADs; manufacture and factory testing; dismantling of the existing 04 lift installations under the buyback arrangement; supply, storage, erection, installation, testing and commissioning of 04 new passenger elevators; allied civil, electrical and finishing works; statutory submissions, inspections and licensing; trial operation; training; documentation; 36

months Defect Liability Period (DLP) / comprehensive warranty and 72 months comprehensive maintenance, all complete in accordance with the tender.

Swami Vivekananda Hall (SVH) is an occupied G+16 boys' hostel building at IIM Mumbai. The work shall therefore be planned and executed lift-wise / wing-wise so that disruption to hostel occupants is minimized and safe access is maintained throughout execution.

Approved / preferred makes shall be as specified in the Schedule of Approved Makes. The offered elevator shall be from an established OEM meeting the eligibility, service-support and statutory requirements of this tender. Any reference to a make shall be read subject to applicable public-procurement requirements and approval of IIM Mumbai.

Work under this contract shall be executed as given in the specifications and at the site, whether specially shown or not. The Contractor shall carry out and complete the work under this contract in every respect in conformity with the contract documents and with the directions of and to the specification of the IIMM.

This specification covers Design, Engineering, Manufacture, Supply, Dismantling and Removal of the Existing Lift Installations with Buy-Back Option, Installation, Testing and Commissioning of 04 Nos. new 13-passenger, gearless traction, machine-room elevators serving G+16 floors (17 stops / 17 openings), including all allied civil, electrical, finishing and statutory works at Swami Vivekananda Hall (SVH), IIM Mumbai. The lifts shall be suitable for use by persons with disabilities and shall conform to the technical schedule and approved General Arrangement Drawings (GADs).

The Contractor shall provide all labour, materials, equipment, tools, tackles, scaffolding, temporary works, testing instruments, consumables and accessories required for a complete and safe installation, whether specifically listed or reasonably necessary for satisfactory operation. The hostel shall remain functional during execution; therefore, work shall be phased, barricaded and scheduled to minimize disturbance and maintain safe access. The bidder shall ensure execution of the SITC works in two shifts, as required, to expedite completion. Only 02 (Two) lifts shall be handed over to the contractor at any one time for dismantling and replacement, so that the remaining 02 lifts remain operational for smooth functioning of the hostel. The subsequent lifts shall be handed over only after successful installation, testing, commissioning and handing over of the earlier lifts.

All work shall comply with the latest applicable Indian Standards, the National Building Code of India, the Maharashtra Lifts, Escalators and Moving Walks Act, 2017 and rules / notifications thereunder, the Electricity Act, 2003, the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023 as amended from time to time, applicable fire-safety requirements, local authority requirements and directions of the Engineer-in-Charge. Where an Indian Standard is unavailable, a relevant IEC / ISO standard may be used with prior approval of IIM Mumbai.

The work shall be executed in accordance with the latest applicable CPWD General Specifications for Electrical Works relating to lifts / elevators, IS 17900 series and other applicable BIS standards, as amended from time to time, together with the approved OEM design and directions of the Engineer-in-Charge. In case of conflict, the more stringent statutory / safety requirement shall govern.

No T&P shall be issued by the Department, and nothing extra shall be paid on account of this.

The Lift Manufacturer shall comply with BIS standards, duly certified by designated labs/certifying agencies.

During the included comprehensive maintenance period, breakdown calls shall be attended promptly by trained service personnel. Minor faults shall normally be restored within 2-3 hours of complaint. Major faults requiring replacement of special components shall be restored at the earliest and, unless prevented by reasons beyond the contractor's control duly substantiated in writing, within 3 days. The contractor shall maintain adequate critical spares in Mumbai to minimize downtime.

The contractor / OEM shall provide a Defect Liability Period (DLP) / comprehensive warranty of 36 months from the date of successful commissioning, statutory licensing and handing over of each lift. The included comprehensive maintenance obligation shall continue for 72 months from such date and shall include preventive maintenance, breakdown maintenance, labour, lubricants, consumables and replacement of defective parts due to normal use, except exclusions expressly stated and accepted in the contract. The 36-month DLP shall form part of, and run concurrently with, the 72-month comprehensive maintenance period. No extra payment shall be admissible for obligations included in these periods.

The existing 04 lift installations shall be completely dismantled in a planned sequence and replaced with new lift systems. The scope includes dismantling, safe handling and removal of old equipment under the buyback arrangement; cleaning and making good the lift shaft, pits, machine rooms and landing interfaces; necessary civil repairs, waterproofing repairs caused by the contractor, painting / whitewashing where required; new supports, brackets, machine beams / hoisting provisions where required; electrical interconnections, earthing, lighting and communication provisions; new landing and car fixtures; and all works necessary for complete operation and statutory approval.

The dismantled lift materials shall be taken over by the contractor against the Buy-Back Value quoted and accepted in the BOQ. The accepted Buy-Back Value shall be deducted/adjusted from the total accepted tender amount, and the Work Order shall be issued for the net contract value after such adjustment.

The contractor shall dismantle and remove the existing lift materials from the Institute premises at its own cost, including all loading, transportation, unloading, statutory compliance, taxes, duties and other incidental charges. Removal of dismantled materials shall be permitted only with the written approval of the Engineer-in-Charge.

Payment for the corresponding new lift installation shall be released only after the dismantled materials of the respective existing lift have been completely removed from the Institute premises and the new lift has been installed, tested, commissioned and accepted as per the Contract.

No existing safety-critical lift component such as machine, controller, drive, suspension means, governor, safety gear, buffers, door locks, travelling cables or other components shall be reused in the new lifts. Existing fixed structural members may be reused only after documented engineering assessment and written approval of IIM Mumbai.

In addition to the Design, supply, installation, testing, and commissioning of the lift, including all auxiliary equipment, the following works shall be deemed to be included within the scope of the work to be done by the contractor.

- Supply of necessary R.S. joists or angle iron support brackets etc., for installation of the lift, either in the machine room or at other places as may be necessary, including

their installation in position.

- All electrical works except bringing in the main connection to the machine room were terminated on a suitable switch, fuse unit/ board. All electrical works, including interconnection from this switch/board and loop earthing from the earth bar, to be provided in the machine room/Hoistway Control Panel, shall be done by the successful contractor.
- Responsibility for ensuring the safety of lift materials against pilferage and damage till the installation is handed over to the consignee.
- All scaffolding as may be necessary in the lift well during erection work and subsequently removed. • Temporary barricades with caution boards at each landing to prevent accidents during the execution of work.
- Supply and installation of landing fascia plates made of stainless steel, car apron plates, sill support angles with necessary clamps, foundation bolts support, hoisting structure, fastener, channel etc., as are necessary in connection with the installation of the lift.
- Steel ladder to be provided for access to the lift pit wherever required under regulations.

SECTION– IV

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION AND TENDER DATASHEET

Design, Supply, Installation, Testing & Commissioning of 04 Nos. Passenger Elevators in Replacement of Existing Elevators with Buy Back Option at Swami Vivekananda Hall, IIM Mumbai Campus, including Dismantling and Removal of Existing Lift Assemblies, Repair/Modification of Existing Lift Wells and Allied Civil, Electrical & Finishing Works.

The work shall be executed as CPWD General specifications of the Electrical Works (Part III, Lifts and Elevators 2003) as per relevant IS and as per the direction of the Engineer-In-Charge.

These specifications are performance-based and brand-neutral. The tender is open to eligible elevator manufacturers / authorized agencies meeting the stipulated technical, statutory, safety, quality and service requirements. Any proprietary product names, model names, patented descriptions or manufacturer-specific terminology are intentionally excluded. The bidder shall offer a complete, proven and compatible system meeting or exceeding the minimum requirements stated herein.

1. Electric Supply

The available system of electric supply is 415 volts between phases and 230 volts between neutral & phase and neutral – 3 phase 4 wire AC 50 Hz system suitable for operation at $\pm 10\%$ of the rated supply voltage. In addition, illumination and control power required for elevators and equipment shall be indicated in the tender. Power shall be provided at the location at a point to be indicated. All subsequent electrical systems shall be the responsibility of the Contractor. D.B/ Breakers to disconnect from the mains, etc., in the scope of the contractor.

1.2 Technical Particulars

The technical particulars of the Elevators are detailed in the enclosed schedule. The schedule indicates the capacity, travel, speed, number of openings, machine room, and hoistway sizes etc. Should any further information be required by the Contractor, the same can be obtained from the Engineer-in-Charge.

1.3 Driving Mechanism

1.3.1 Elevator Machine

The Elevator machine shall be suitable for a 415 volts 3-phase 50 Hz AC supply with a voltage variation of $\pm 10\%$ and shall be placed directly above the hoist way upon the machine room floor slab and steel beam furnished in place by the Contractor.

The machine shall have a high efficiency and low power consumption and shall be designed to withstand the peak currents in lift duties. Anti-vibration rubber pads of adequate thickness shall be used below the machine to reduce the noise and vibrations.

The elevator machine shall be worm gearless reduction type and shall consist of a motor, an electromechanical brake, worm gear, sheave shaft, and sheave, all completely mounted on a common bed plate. The worm shall be provided with ball bearings to take the end thrust and roller bearings shall be provided for the sheave shaft to ensure alignment and long bearing life. The hard alloy cast iron or steel sheave shall have rope grooves to ensure proper traction and minimum rope wear.

Adequate means of lubrication shall be provided for all bearings and worm gears. Means for manual operation of the lift car shall be made by providing a winding wheel suitably marked to indicate the direction of the movement to enable the lift car to be brought to the nearest landing. There shall be a warning display for switching off the electrical supply

before the manual operations.

1.3.2 Brake

The electromagnetic brake shall be spring applied and electrically released. It shall come into action after the lift has come to a complete halt to hold the car in position. The brake shall operate automatically with the safety devices and release the brake manually such release requiring the action of manual force to move the lift in short stops.

1.3.3 AC Motor

The AC self-lubricating motor shall be suitable for elevator use with a high starting torque and low starting current. Thermostats shall be embedded in the stator winding to indicate the temperature rise in the motor. The AC motor shall have class F insulation and be suitable for 210 starts per hour with a maximum temperature rise of 50°C over the ambient.

1.4 Controls

The Elevator control shall be AC variable voltage variable frequency (A.C.V.V.V.F). The system shall control the starting, and stopping direction of motion, running of the lift motor and application of the brake and/or safety devices in the event of power failure or any other emergency. It shall be so designed as to ensure a smooth and constant acceleration and retardation under all opening conditions.

The contactor shall be wall/floor mounted, vertical totally enclosed cubicle type with hinged doors on the front and the rear to provide easy access to all components in the controller. The cubicle shall be well-ventilated such that the temperature inside never exceeds the safe limits of the components at ambient room conditions in the machine room.

The controller shall operate within the supply voltage variation of plus 10% to minus 20% of the nominal voltage.

- a. Over current
- b. Under voltage
- c. Overvoltage
- d. Single phasing
- e. Phase reversal

The controller shall be designed to cut off the power supply, apply the brake and bring the car to a rest in the event of any of the above failures occurring. The Contractor must state clearly the forms of protection provided for each equipment. If any devices of the electro-mechanical type are used the same shall be equipped with arc chutes to prolong the life of contacts. Contractors must stipulate the type of devices used and the material of the contacts. Contractors must support such offers with complete details of experience, number of lifts installed and operational in India, collaboration for equipment design and manufacture etc.

1.5 Hoist Ropes

Round standard steel wire ropes as per Indian standards shall be used for Lift suspension. The number and size of the hoistway ropes shall be selected to ensure a proper factor of safety and adequate traction for the elevator. The governor ropes shall also be wire ropes. The Hoistway landing door shall be provided with an interlock such that:

- a) It shall not be possible for the car to be started or kept in motion until all the landing doors and the car door are locked in the closed position.
- b) It shall not be possible to open the landing door from the landing unless the Lift car is within the particular landing zone.

- c) The car doors and hoist way landing doors open automatically as the car is stopping at a landing. The closing of the car and landing door must occur before the car is set in motion.

1.6 Car Platform

The car platform shall be of framed construction and designed on the basis of rated load.

1.7 Car Enclosure

The elevator car enclosure shall be as per the parameters enclosed in the schedule of quantities. The ceiling shall have an arrangement for a cabin fan mounted on the roof of the car. Indirect fluorescent lighting shall be provided to illuminate the car. The car enclosure shall be SS304 grade (min. 1.5mm thick), hairline finish with floor steel chequered plate.

Car Design: Car walls finished in stainless steel, front and doors in stainless steel, and SS chequered plate

Car Operating Panel: Stylish brushed SS finish car operating panel, visual call confirmation, dot matrix displays, and car position indicator.

Landing doors: fully automatic landing doors in Stainless Steel 304 grade as per specs.

1.8 Car Door

The car entrance for the elevators shall be an automatic power-operated SS 304 type.

1.9 Hoistway Landing Doors

For the hoistway doors at each landing, two power-operated SS304 Telescopic Door opening horizontal sliding doors shall be provided to give a clear opening as indicated in the technical parameters. These shall be duly painted to the shade approved by the institute and suitable to the site conditions.

1.10 Car and Hoistway Operations

The car and hoistway doors shall be mechanically connected such that both move simultaneously for opening and closing. The hoistway landing door shall be provided with an interlock such that it shall not be possible for the car to be started or kept in motion until all the landing doors and the car door are locked in the closed position.

It shall not be possible to open the landing door from the landing unless the lift car is within the particular landing zone.

The car doors and hoistway landing doors open automatically as the car stops at a landing. The closing of the car and the landing door must occur before the car is set in motion.

2. Door Hangers and Tracks

The car and the landing door shall be provided with two-point suspension sheave-type hangers, complete with tracks, sheaves, and rollers, shall be steel with a moulded nylon collar, and shall include shielded ball bearings. Tracks shall be of a suitable steel section with a smooth surface. The landing doors shall be complete with headers, sills, frames etc. as required.

2.1 Cabin Fan

A noiseless cabin fan shall be included for all elevators.

2.2 Emergency Light

An emergency light unit using a sealed maintenance-free battery power pack and

fluorescent lamp to operate automatically in case of power failure shall be provided in each elevator car.

2.3 Alarm Bell

An emergency alarm bell, including wiring, shall be provided and connected to a plainly marked push button in the car operating panel.

The alarm unit shall be solid state siren type operated by 2 nos. 9-volt dry batteries to give a waxing and waning siren when the alarm button in the car is pressed momentarily.

2.4 Operation Buttons

The following operation buttons shall be provided

2.4.1 In Each Lift Car

Stainless steel return panels of suitable thickness shall be provided on each side of the door with the following flush-mounted controls on one side: -

- a. Illuminated type push buttons corresponding to the floors served. Floor nos. on
- b. push buttons shall be numbered from 1 onward.
- c. Door open button
- d. Emergency call button connected to a bell for an emergency signal
- e. Two-position key-operated switches for with attendant and without attendant operation
- f. Ventilation fan ON/OFF switch
- g. Built-in intercom of the pick-and-speak type
- h. UP/DOWN direction display

2.4.2 At Landing

Illuminated type UP and DOWN push buttons at each intermediate landing and single illuminated type push buttons at terminal floors. The push buttons shall illuminate when the same is pressed to indicate that the call has been registered. The button shall remain illuminated until the call is answered.

2.5 Indications

2.5.1 In Each Car

The following indications shall be provided in the cars:

- a. Digital car position indicator provided to indicate the landing at which the car is stopped or passing.
- b. Illuminate UP and DOWN arrows on the position indicator to indicate the direction of travel.

2.5.2 At all landings

A digital car position indicator should be provided.

2.6 Safety Devices

The following safety devices shall be provided:

2.6.1 Self-Leveling

The Lift shall be provided with a ± 5 mm self-leveling accuracy feature of the two-way automatic type. The self-leveling device should automatically correct for under run, over run and rope stretch.

2.6.2 Terminal & Final Limits

Terminal limit switches shall be provided to slow down and stop the car automatically at the terminal landings, and final limit switches shall be furnished to automatically cut off the power, apply the brake, and stop the car travels beyond the terminal landings.

2.6.3 Terminal Buffers

Suitable spring buffers shall be used from existing Lift.

2.6.4 Interlocking

Adequate interlocking is to be provided so that the car shall not move if the landing doors are even partially open.

2.6.5 Car Safety and Governor

The car safety shall be provided to stop the car whenever excessive descending speed is attained. The safety will be operated by a centrifugal governor located at the top of the hoist way and connected to the governor through a continuous steel rope. Suitable means shall be supplied to cut off power from the motor and apply the break on application of the safety.

2.6.6 Fireman Switch

Each elevator shall have a fireman switch with glass front for access by the fireman. The operation of this switch shall cancel all calls to this Lift and will stop at the next nearest landing if traveling upwards. The doors will not open at this landing and the Lift will return to the ground floor. In case the elevator is traveling downwards when the fireman's switch is operated it will go straight to the ground floor by passing all calls enroute. The emergency stop button inside the car shall be rendered inoperative.

3. Gearless machine:

The gearless machine shall consist of a motor, traction sheave and break-drum or brake disc completely aligned on a single shaft. Gearless machine shall be A.C. gearless with suspension sheave.

4. Hand-winding wheel or handle:

At times of lift stoppage due to any reasons, it shall be possible to move the lift car to the nearest landing manually. The manual operation shall be by means of winding. Wheel or handle mounted on the end of the motor shaft. The up or down direction of the movement of the car should be clearly marked on the motor or at suitable location. A warning plate written in bold signal red colour advising the maintenance staff to switch off the mains supply before releasing the break and operating the wheel is to be prominently displayed.

5. Inter-communication system:

Recommendations for the provision of either an emergency or a telephone inside the car but as a general experience it is seen that over a period of time these devices become inoperative due to one reasons or the other. Therefore, in order to have at least one device of communication functioning at all the times, as an alternative arrangement, provision of both i.e. telephone with minimum tow connections-one at the operator's room and other at guard room and the emergency signal with re-chargeable batteries as source of supply shall be made in the lift cars.

The device used for emergency signals should incorporate a feature that gives immediate feedback to the car passengers that the device has worked properly and the signal has been passed on to the intended agency. This shall be achieved by pressing of button from control room which shall give audio signal to the passengers in the car.

6. Emergency Power Supply for lift car:

This shall include suitable secondary battery with trickle/boost charge arrangement and inverter power pack with necessary contactors for supplying the light fixtures in the lift car. The same battery shall also feed the alarm bell and communication equipment.

7. Car landings:

All the lift car landing shall be well lit to an illumination level of 150 lux and shall be free from obstructions. The control for landing lights and the sigh lights shall be tamper proof. Wherever stand by power supply is available, these lights shall be connected to standby circuits also.

8. Instructions:

Detailed instructions as specified for the guidance of passengers shall be prominently displayed inside the car by the contractor and outside the car at all landings by the department.

9. Levelling:

All lift (s) shall be incorporated with suitable floor leveling devices. In the case of lifts with automatic power-operated doors and with A.C. VVVF controller a separate level device for automatic leveling with leveling accuracy of $\pm 5\text{mm}$ shall be incorporated.

10. Counter Weight Guards:

Guards of wire metal/ mesh shall be provided in the lift pit to a suitable height above the pit floor to eliminate the possibility of injuries to the maintenance personnel.

11. Guide shoes:

Two numbers of guide shoes at the top and two numbers at the bottom shall be provided on the lift car and counter-weight.

12. Type of shoes:

For passenger lifts and bed-cum-passenger lifts

- For speed upto 1.0 mps, sliding guide shoes shall be used. Sliding guide shoes. For the car shall always be flexible, and for the counterweight solid guide shoes can be Used upto 1.0 mps.
- For speeds more than 1.0 mps roller guide shoes shall be used for the car and counterweight.

13. Rope fastenings:

The ends of lift ropes shall be properly secured to the car and counterweight hitch plates as the case may be with adjustable rope shackles having individual taper Babbitt sockets, or any other suitable arrangement. Each lift rope shackle shall be fitted with a suitable shackle spring, seat washer, shackle nut & shackle nut split pin.

14. Guards for lift ropes:

Where lift ropes run round a sheave or sheaves on the car and/ or counterweight of a gearless machine suitable guards shall be provided to prevent injury to maintenance personnel.

15. Number & size of ropes:

The contractor must indicate the number and size of lift ropes and governor ropes proposed to be used, their origin, type, ultimate strength, and factor of safety. The contractor should furnish a certificate of ropes from the rope manufacturers, issued by the competent authority.

16. Safety Equipment:

Every lift installation shall necessarily be provided with the following safety features: The safety gear shall be provided in accordance with IS (part-4-Sec.4):2001, each type of car safety shall be actuated by a speed governor (and as per the latest IS code:17900)

17. Governor:

The car safety shall be operated by a speed governor located overhead and driven by a governor rope suitable connected to the car and mounted on its own pulleys. The rope shall be maintained in tension by means of weighted or spring-loaded tension sheaves located in the pit. Governor shall be provided for lifts with a travel of more than 5.5 meters. The governor rope shall be not less than 6mm in dia and shall be made of steel or phosphorbronze. These shall be in accordance with IS 17900. Governor for car safety gears shall be adjusted to actuate the safety gear at the following speeds: -

- i. For rated speeds upto 1m/s maximum governor tripping speed shall be either 140 percent of the rated speed or 0.88 m/s, whichever is higher. For rated speed above 1m/s, the maximum governor tripping speed shall be 115 percent of the rated speed plus 0.25 m/s.
- ii. Minimum governor tripping speed shall be 115 percent of the rated speed.

18. The governor shall be of “V” groove wheel design and only the wheel is stopped to actuate the car safety upon a pre-determined over speed downward without damaging the rope.

19. The governor, rope and sheave shall be so located so as to minimize the danger of accidental injury to the equipment.

20. The requirements for field tests on car safety and the governor and for drop tests to sliding type car safeties shall be as per IS code.

21. Buffers –

- Buffers shall be oil resistant rubber pad type for speeds upto 0.25 mps and spring/ oil type for speeds upto 1.0 mps and only oil type for speeds higher than 1.0 mps.
- Buffers shall be suitable for installation in the space available. Buffers anchorage at pit floors shall be installed to avoid puncturing of waterproofing.
- Oil buffers of the car and counterweight shall be of the spring return type of gravity type.
- The partial compression of spring return oil buffers when the car is in level with terminal landing will not be acceptable.
- All buffers shall be tested at manufacturer 's works and a copy of the test report shall be submitted.
- When the lift car rests on fully compressed buffers there shall be at least 60 cms clearance between the lowest point in its car frame and any obstruction in the pit exclusive of buffers and their supports. Similarly, when the lift cars cross head is 60cm from the nearest obstruction above it, no projection on the car shall strike any part of overhead structure.
- The contractor must indicate the name of buffer manufacturers, buffer stroke & certified maximum loads.

22. Door Locks:

Electro-mechanical door lock shall be provided for all the landing doors and they shall be such that the doors cannot open unless the car is at rest at the particular landing. It shall not be possible to move the car unless all the landing doors and the car door are closed and locked.

This requirement however does not apply when the lift car is provided with automatic leveling devices and in such cases, it shall be permitted to move the car with both the doors open in the leveling zone for the purpose of leveling.

23. Automatic- cum-attendant operation:

Single automatic Push Button with/ without attendant – The operating devices for this operation shall incorporate in the car control panel, car buttons corresponding to the various landings served and a single landing button at each landing, all electrically connected to the controller governing floor selection, direction of travel, acceleration, retardation etc.

This system shall be so arranged that when the car is not in use, on pressing a landing call button the car shall start automatically provided all the doors are closed. During the movement of the car and also when the car stops at the floor landing, other landing call buttons are inoperative for a predetermined time. The pressing of a car button shall automatically start the car and send it to the desired landing. In all cases, the starting of the car is contingent on the establishment of a landing door and car inter-lock circuits.

To indicate the availability, or in use light shall be placed in the landing call button panel. When the light shall be “OFF” the passenger shall be able to call the car. In the case of the manually operated door, if the lift is standing at any landing with doors open (when not in use), the pressing of the landing call button shall ring a bell, fitted at the top of the car to attract the attention of the people soliciting their help for closing the lift door if any one of them happens to be near the lift in case of power operated doors, the landing and car doors shall be arranged to open automatically when the car is parked at landing after all the calls are served and the lift is parked at any landing. The doors can remain open or alternatively if desired, the car shall be arranged to close after a pre-determined time unless the closing is prevented or interpreted by the car doors re-opening device or the door open button.

The lift shall be suitable for dual operation with or without an attendant by the provision of a key operated transfer switch indicating “attendant” and “automatic” positions. During _attendant operations the landing call shall be disconnected from the control system and shall be connected to an annunciator in the lift car. The attendant shall then operate the car to answer the registered calls. This operation is recommended for single speed control lift for low rising building having a single lift installation.

24. Simplex Selective-Collective operation with/ without attendant:

Automatic operation by means of one button in the car for each landing level served and by up and down buttons at the landings, wherein all stops registered by the momentary actuation of the car made defined under non-selective Automatic Operation but where in the stops registered by the momentary actuation of the landing buttons are made in the order in which the landing is reached in each direction of travel (irrespective of the sequence in which the buttons have been actuated). With this type of operation, all uplanding calls are answered when the car is traveling in the up direction and all downlanding calls are answered when the car is traveling in the down direction, except in the case of the uppermost or lowermost calls which are answered as soon as they are reached in-respective if the direction of travel of the car.

25. Automatic selection of traffic programme:

The group supervisory control continuously examines traffic conditions in the building and automatically puts into operation the programme which can best cope with the demand at any particular time. This is fully automatic and requires no supervision or attendant. To suit the traffic demand in the building, suitable traffic programmes can be selected for inclusion in this control.

26. Controlling Equipment:

The movement of the car shall be electrically controlled by means of a controller located in the machine room.

27. Control circuits:

The control circuit shall be designed to the type of lift specified for safety operation. It shall not be possible to start the car unless all the car and landing doors are fully closed and landing doors locked. The circuit shall have an independent fuse protection for fault and over loads and be arranged so that earth fault or an open circuit shall not create unsafe condition. The circuit shall be so arranged that for the stoppage of the car at specified landing or for actuation of a contactor by emergency switches or operation of safety gears the system shall not depend upon the completion or maintenance of an electrical circuit to cut off power supply and apply the brakes. This requirement is not applicable to dynamic braking and speed control devices.

28. Terminal Boards:

All wiring for external control circuits shall be brought to a terminal board with means of identification of each wire. Metallic/plastic identification tags shall invariably be provided. All connections of wires to terminal boards shall be adequately clamped or screwed.

29. Auxiliary Switches:

- i. Maintenance switch on top of the car

For purpose of inspection and maintenance, maintenance switch shall be provided on top of the car. The control circuitry shall be so arranged that in the event of the operation of this switch:

- a. The car speed shall be less than the rated speed not exceeding 0.85 meters/sec.
- b. The car movement shall be possible only on the application of the continuous pressure on a button. It shall be so mounted to prevent any inadvertent operation.

- ii. Fireman Switch:

Fireman switch with glass to break for access shall be provided at ground or main floor for all the lifts. The operation of this switch shall isolate/ or cancel all calls to all the lifts and the lifts will stop at the next nearest landing if traveling upward. The doors will not open at this landing and the lifts will start traveling to ground floor. If these were already traveling down, they will go straight to ground floor direct without stopping enroute.

- iii. Inspection facility:

An inspector's change over switch and set of test buttons shall be provided in the controller. Operation of the inspector's change over switch shall make both the car and landing buttons inoperative and permit the lift to be worked in either direction from machine room for test purposes by pressing corresponding test buttons in the controller. It shall not however interfere with the emergency stop switches inside the car or on the top of the car.

- iv. Safety line indicators:

If specified visual telltale lights may be provided to monitor the conditions of faults in the safety line of the lift for easier fault finding. These indicators will remain lit when safety circuits are normal.

One indicator shall be provided for each safety on the controller. If any indicators fail to light up as the lift proceeds in its sequence of operation, there shall be a visual indication of the safety line open circuit and also its location for easier fault finding.

30. Control Wiring:

a. Wiring in machine room:

Power wiring between the controller and main board controller to various landings shall be done in heavy gauge conduit or metal duct & shall conform to I.E. Rules 1956 and CPWD Specifications for electrical works. The following general principles shall be followed in wiring:

- b. i) Control cables carrying DC and power cables carrying AC shall not be run in the same conduit or metal duct, and they shall be laid as per I.E. rules.
ii) A metal duct with a removable inspection cover shall be preferred.
iii) in case of control cables, also the harness shall be separate as far as feasible for separate functions and laid separately in a suitably dimensioned metal duct or in a separate conduit, such as the signalling, locking, lamp indication, and safeties. Control cables for different voltages in the lift installation works should be laid as per I.E. Rules.

- c. At least 5 percent with a minimum of 5 unconnected spare wires shall be available out of all the lines to be provided in the wiring harness from the midway junction box to the machine room.

- d. There shall be a master isolating switch Fuse associated with the controller heavy-duty load break, quick make, quick break type TP&N preferably interlocked with the controller cabinet door. The isolator handle shall have a provision for external locking in the off position.

All relays shall be suitable for lift service and shall incorporate adequate Contact wipe for reliable operation. Relays shall operate satisfactorily between 80 percent and 110 percent of their voltage.

Main motor contactors shall be suitable for A.C. duty. Tenderer shall be required to furnish full details of make, type, applicable standard, voltage, and current rating, duty class, type, and routine tests done, etc., on contactors and relays. Copies of type test certificates and other test certificates shall also be furnished by the successful tenderer.

All cables shall be with copper conductors and flame-retardant or PVC-insulated of appropriate size. The cables feeding the motor and in heavy current flow paths shall be so selected that the size matches the protecting fuses and will not result in more than 2 percent voltage drop from the main board to the terminals of the motor. Control cables shall not be less than 0.5 sq. mm. or equivalent if stranded; where installation of heavy gauge conduits presents difficulties, short lengths of flexible conduits will be permitted but effective electrical continuity and earth bonding shall be ensured. Ferrules shall be slipped at the ends of all cables as per standard control wiring practice. All terminal blocks shall be suitably marked.

31. Trailing Cables:

A single trailing cable for lighting control and signal circuit is permitted, if all the conductors of this trailing cable are insulated for maximum voltage running through any one conductor of this cable. The lengths of the cables shall be adequate to prevent any strain due to the movement of the car. All cables shall be properly tagged by metallic/plastic tags for identification.

Trailing cables shall run from a junction box on the top of the car to a junction box located in the shaft near the midpoint of travel, and from these junction boxes, conductors shall be run to the various locations

Trailing cables exceeding 30 meters in length shall run so that the strain on individual cable conductors will be reduced to a minimum and the cables are free from contact with the car counterweight, shaft walls or other equipment.

Trailing cables exceeding 30 meters in length shall have steel supporting fillers and shall be suspended directly by them without rubbing over other supports.

Cables less than 30 meters in length shall have no metallic fillers and shall be suspended by looping cables around supports of porcelain spool type or equivalent.

13 per cent of the total capacity, subject to a minimum of 5 wires, shall be available unutilized in the trailing cable, suitably distributed between various functions.

32. Earthing:

Metal frames and all metal work of the lift controller frame etc., shall be earthed with double earth leads taken to the earth bar. Looping shall be permitted if such routing is feasible. All other individual metallic frameworks of components etc., shall be loop earthed.

33. Lift Rope Compensation:

The lift rope compensation for lift travel shall be provided for lift travels beyond 40m in all cases.

34. Automatic Rescue Devices (ARD):

The automatic rescue devices (ARD) meant for the purpose of bringing the lift car to the nearest landing doors are being used selectively and is generally restricted to commercial buildings having heavy traffic. However, frequent power failures being a common phenomenon, the provision of ARD shall be made in all the lifts in public buildings. The ARD shall have the following specifications:

- i. ARD should move the elevator to the nearest landing in case of a power failure during normal operation of the elevator.
- ii. ARD should monitor the normal power supply in the main controller and shall activate the rescue operation within 10 seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor, the elevator will detect the zone and stop. After the operation is completed by the ARD, the elevator is automatically switched over to normal operation as soon as the normal power supply resumes.
- iii. In case the normal supply resumes during ARD in operation, the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If the normal power supply resumes when the elevator is at the landing. It will automatically be switched to normal power operation.
- iv. All the lift safeties shall remain active during the ARD mode of operation.
- v. The battery capacity should be adequate so as to operate the ARD at least seven times a day.

APPENDIX – I
TECHNICAL SPECIFICATION OF PASSENGER ELEVATORS IN TABULAR FORM

S. No.	Features	Technical Detail
1	Type of Lift	Electric traction passenger elevator, gearless, with machine room; complete with microprocessor / digital controller and VVVF drive.
2	No. of Lifts	4 Nos. passenger elevators; 2 Nos. in A Wing and 2 Nos. in B Wing.
3	No. of Persons / Rated Load	Minimum 13 persons / 884 kg.
4	Rated Speed	1.75 m/s.
5	Travel in Meters	Approximately 49.3 m. Bidder shall verify actual site travel before manufacture.
6	No. of Floors / Stops Served	17 stops and 17 openings per elevator; single entrance car.
7 [a]	Inside Size of Lift Well / Shaft	Approx. 2490 mm (W) x 1793 mm (D). Bidder shall conduct site survey and confirm suitability before bid / GAD approval.
7 [b]	Pit Depth	Approx. 1785 mm; to be verified at site.
7 [c]	Headroom	Approx. 5160 mm; to be verified at site.
8	Clear Inside Size of Lift Car	Approx. 1600 mm (W) x 1350 mm (D) x 2300 mm (H), subject to final approved GAD and site constraints.
8 [a]	Car Material / Finish	Brushed / hairline stainless steel, minimum SS 304 grade for car walls / doors / exposed interior surfaces, with approved finish sample. Alternative stainless-steel grades shall not be used unless specifically approved with documented equivalent or superior corrosion and mechanical performance.
8 [b]	Car Wall Material Thickness	Minimum 1.0 mm decorative skin / panel thickness where applicable.
9	Position of Counterweight	As per approved elevator design / GAD within the available shaft and statutory requirements.
10	Grouping / Operation	Two elevators in each wing shall operate in duplex collective control with coordinated call allocation.
11	Drive	VVVF drive.
12 [a]	Type of Control	Microprocessor / digital controller with VVVF drive.
12 [b]	Type of Operation	Duplex full collective operation; 2 lifts per wing.
12 [c]	Remote Monitoring / BMS Interface	Open / non-proprietary provision for remote condition monitoring / BMS integration wherever offered; any cloud subscription beyond free period shall be separately stated.
13	Car Entrance Door	Automatic two-panel centre-opening door with VVVF door operator.
13 [a]	Numbers	One entrance per car.
13 [b]	Clear Door Opening	Minimum 900 mm (W) x 2100 mm (H).
13 [c]	Type of Door	Automatic two-panel centre-opening with VVVF door operator.
13 [d]	Car Open in Front Only	Single entrance car.

S. No.	Features	Technical Detail
13 [e]	Door Protection / Operation	Full-height infrared light curtain / multi-beam door safety device; automatic door nudging / reduced-speed closing after prolonged obstruction with audible indication.
14	Construction Design and Finish of Car	Durable brushed / hairline stainless-steel car enclosure, corrosion resistant, with final finish sample subject to IIM Mumbai approval.
14 [a]	Flooring	Provision suitable for approximately 20 mm stone / granite finished flooring; final finish as approved by IIM Mumbai.
15	Hand Rails	Stainless-steel handrail at rear wall or as approved.
16	Ventilation	Car ventilation fan with automatic energy-saving cut-off when elevator is idle.
17	Lighting in Car	Integrated decorative ceiling with energy-efficient LED lighting and emergency lighting; automatic energy-saving cut-off when elevator is idle without compromising emergency lighting.
18	Lighting in Well	Shaft / machine-room lighting and safety provisions as required by applicable standards and installation requirements.
19	Accessibility Features / Braille Buttons	Mandatory accessibility provisions including tactile / Braille buttons, audible floor announcement, visual indication, accessible control heights and other features required by applicable NBC / accessibility regulations.
20	Motor / Traction Machine	Permanent-magnet synchronous gearless or equivalent high-efficiency gearless traction machine. Motor rating to be stated by bidder.
21	Emergency Rescue System	Automatic Rescue Device (ARD) / equivalent emergency evacuation system capable of moving the car to the nearest safe floor and opening doors during power failure.
22	Type of Signal Systems	Digital position and direction indication in car and at landings; emergency alarm; voice floor announcer; overload visual / audible indication; durable vandal-resistant fixtures.
22 [a]	Digital Floor Position Indicator	Digital position indication in car and at landings.
22 [b]	Travel Direction Indicator	Direction indication in car and at landings.
22 [c]	Pre-arrival / Voice Indication	Voice floor announcer and annunciation as applicable.
22 [d]	Overload Warning	Electronic load weighing device with continuous visual / audible overload indication and buzzer.
22 [e]	Emergency Alarm and Light	Battery-backed emergency alarm, emergency lighting and communication system.
22 [f]	Car Operating Panel (COP)	Full-height or approved equivalent stainless-steel digital COP with floor buttons, door-open / close controls, alarm, display, emergency communication and accessibility features as applicable.
22 [g]	Landing Operating / Hall Panel	Digital position + direction indication at landings; durable vandal-resistant fixtures.
22 [h]	Fireman / Fire Recall Operation	As per statutory requirement and applicable fire-emergency regulations.
23	Landing Entrance	Landing entrances and sill / architrave interfaces coordinated with existing lobby finishes.
23 [a]	Location of Landing Doors	17 openings per elevator; single entrance arrangement.
23 [b]	Size	Minimum clear opening 900 mm (W) x 2100 mm (H).

S. No.	Features	Technical Detail
23 [c]	Type of Doors	Automatic two-panel centre-opening doors.
23 [d]	Car Door Enclosure / Finish	Brushed stainless steel.
23 [e]	Landing Door Enclosure / Finish	Brushed stainless steel, minimum SS 304 grade. Landing doors shall have the fire-resistance rating required by applicable NBC / local fire and lift authority requirements, supported by valid test / certification documents.
24	Electric Supply	[a] Power: 415V a.c., 3-phase, 50 Hz, 4-wire system [b] Lighting: 230V, 50Hz ac
25	Is a neutral wire available for control circuits	Yes
26	Construction Type	Gearless traction passenger elevator with machine room.
27	Emergency Car Lighting	Emergency lighting shall operate during power failure as part of the battery-backed emergency system.
28	Automatic Rescue Device with Audio / Voice Annunciation	Required. ARD / equivalent shall move car to nearest safe floor and open doors during power failure; emergency communication and voice announcement as applicable.
29	Automatic Door Speed / VVVF Door Control	VVVF door operator with smooth automatic operation and door-protection functions.
30	Door Load / Obstruction Detection	Full-height infrared light curtain / multi-beam safety device and necessary door protection to prevent unsafe closing.
31	Door Nudging Feature with Buzzer	Required; reduced-speed closing after prolonged obstruction with audible indication.
32	Multi-beam Door Sensor	Full-height infrared light curtain / multi-beam door safety device.
33	Reopen / Door Protection Function	Door-open / close controls and full-height light curtain shall permit safe reopening when obstruction is detected.
34	Repeated Door-close / Obstruction Logic	Safe automatic door control logic with nudging / repeated closing functions as provided in the offered certified system.
35	Safety Door Edge / Light Curtain	Full-height infrared light curtain / multi-beam door safety device.
36	Automatic Bypass / Load Control	Electronic load weighing and control logic suitable for efficient passenger operation; overload condition shall prevent unsafe movement.
37	Car Fan Shut Off – Automatic	Required for energy saving when elevator is idle.
38	Car Light Shut Off – Automatic	Required for energy saving when elevator is idle, without compromising emergency lighting.
39	False Call Cancelling / Call Management	Call allocation and control logic shall be part of the microprocessor / digital controller and duplex collective system.
40	Overload Holding Stop	Required through electronic load weighing device with overload visual / audible indication; elevator shall not operate under unsafe overload condition.
41	Safe Landing / Re-levelling	Automatic accurate levelling / re-levelling suitable for passenger service; correction drive to nearest floor / safe landing where technically applicable.
42	Basic Announcement / Voice Announcer	Voice floor announcer required; emergency / operational annunciation as applicable.

S. No.	Features	Technical Detail
43	Car Position Indicator / Display	Digital position and direction indication in car; final display type and fixture arrangement to be approved by IIM Mumbai.
44	Hall Position Indicator / Display	Digital position and direction indication at landings; durable vandal-resistant fixtures.
45	LOP (Landing Operating Panel)	Landing call / indication fixtures with digital position + direction indication, durable and vandal resistant.
46	Intercom / Emergency Communication	Three-way intercom between car, machine/control room and designated security / help point, with emergency alarm and voice announcement as applicable.
47	Floor Announcement	Voice floor announcer required.
48	CCTV Wiring / Provision	Provision for CCTV interface, including spare travelling cable cores / communication interface as required.
49	Access-control Provision	Required; interface provision including spare travelling cable cores / communication interface as required.
50	Phase Failure / Reversal and Surge Protection	Surge protection, phase failure / reversal protection and other necessary electrical protections required.
51	Brake Monitoring	Continuous / every-run brake supervision and periodic automatic brake test or equivalent certified safety function.
52	Ride Quality	Smooth acceleration, deceleration and stopping with low vibration and noise; final performance to be demonstrated during testing.
53	Energy Efficiency	High-efficiency gearless traction system with regenerative / energy-saving features where available; bidder to declare rated connected load and standby consumption.
54	Applicable Main Safety Standard	IS 17900 (Part 1):2022, IS 17900 (Part 2):2022, IS 17900 (Part 3/Sec 1):2023 and other applicable latest / amended Indian Standards; NBC provisions; Maharashtra lift legislation / rules; CEA safety regulations; and local statutory requirements.
55	Fire-rated Landing Doors	Landing doors shall comply with the fire-resistance requirements applicable to the building and shall be supported by valid certification / test reports to the relevant Indian Standard / accepted standard required by the authority.
56	Testing and Statutory Inspection	Factory / routine testing, no-load / full-load / overload testing, brake, governor, safety gear, buffers, terminal limits, ARD, door locking, light curtain, levelling, alarm, intercom and duplex-operation tests; statutory inspection by competent authority before final acceptance.
57	Warranty / DLP	As per tender conditions; bidder to confirm.
58	Free Maintenance Period	As per tender conditions; bidder to confirm.
59	Breakdown Response Time	Bidder to state.
60	Availability of Spares and Service Support	Minimum 10 years from handover; bidder to confirm.

Note: All dimensions, travel, shaft, pit and headroom values are based on available IIM Mumbai information and shall be verified by the bidder / OEM at site before final design and manufacture. No dimensional variation established during mandatory site verification shall entitle the contractor to extra payment for a complete compliant lift installation, except where IIM Mumbai changes the approved scope after award.

APPENDIX – II
Tender Technical Datasheet / Bidder's Guaranteed Particulars

Sr. No.	Particular	Tender Requirement	Bidder's Offer / Compliance
1	Manufacturer / OEM	To be stated	
2	Offered model / series	To be stated	
3	Country / place of manufacture	To be stated	
4	No. of elevators	4 Nos.	
5	Elevator type	Gearless traction passenger elevator with machine room	
6	Rated capacity	Min. 884 kg / 13 persons	
7	Rated speed	1.75 m/s	
8	Stops / openings	17 / 17	
9	Travel	Approx. 49.3 m	
10	Control	Duplex full collective; 2 lifts per wing	
11	Drive	VVVF	
12	Traction machine	Permanent-magnet synchronous gearless or equivalent high-efficiency gearless machine	
13	Suspension system	Steel wire ropes / coated belts / equivalent certified system; details to be stated	
14	Shaft size available	Approx. 2490 x 1793 mm; verify at site	
15	Pit depth available	Approx. 1785 mm; verify at site	
16	Headroom available	Approx. 5160 mm; verify at site	
17	Car internal size	Approx. 1600 x 1350 x 2300 mm	
18	Door clear opening	Min. 900 x 2100 mm	
19	Door type	2-panel centre opening, automatic VVVF	
20	Car wall finish	Brushed stainless steel	
21	Car door finish	Brushed stainless steel	
22	Landing door finish	Brushed stainless steel / approved equivalent	
23	Car wall material thickness	Minimum 1.0 mm decorative panel / skin where applicable	
24	Lighting	LED with emergency lighting	

Sr. No.	Particular	Tender Requirement	Bidder's Offer / Compliance
25	COP	Full-height / approved equivalent digital COP	
26	Landing indication	Digital position + direction indication	
27	Door safety	Full-height light curtain	
28	Load weighing	Required	
29	ARD / emergency rescue	Required	
30	Three-way intercom	Required	
31	Voice announcer	Required	
32	Brake monitoring	Required	
33	Re-levelling	Required	
34	Surge / phase protection	Required	
35	CCTV provision	Required	
36	Access-control provision	Required	
37	Remote monitoring / BMS interface	Provision to be stated	
38	Fireman / fire recall operation	As per statutory requirement	
39	Main safety standard	IS 17900 and applicable statutory standards	
40	Fire-rated landing doors	As per applicable code / authority requirement	
41	Connected load per elevator	Bidder to state	
42	Motor rating	Bidder to state	
43	Power supply requirement	Bidder to state and coordinate with existing supply	
44	Energy-saving / regenerative feature	Bidder to state	
45	Noise level inside car	Bidder to state guaranteed value	
46	Levelling accuracy	Bidder to state guaranteed value	
47	Warranty / DLP	As per tender conditions; bidder to confirm	
48	Free maintenance period	As per tender conditions; bidder to confirm	
49	Breakdown response time	Bidder to state	
50	Availability of spares and service support	Minimum 10 years from handover; bidder to confirm	

35. General Minimum Specifications: -

1. Safety and Functional Features

- Overload detection with continuous visual / audible indication.
- Car door lock and electrical / mechanical interlocking of all landing doors.
- Correction drive to nearest floor / safe landing where technically applicable.
- Emergency alarm, emergency light and battery-backed communication system.
- Pit stop switch, inspection controls, pit ladder and all shaft / machine-room safety devices.
- Final limit switches, terminal slowing / stopping devices and buffers as required by applicable standards.
- Automatic re-levelling with doors closed or equivalent safe levelling logic.
- Advanced door opening / pre-opening only when permitted by applicable standard and protected by certified safety circuit.
- Direction and position indication in car and at landings.
- Voice floor announcer.
- Fireman / fire recall operation and other fire-emergency functions wherever mandated by applicable regulations.
- Earthquake / seismic operation if mandated for the site by applicable codes.
- Suitable electromagnetic compatibility, electrical surge protection and earthing provisions.

2. Materials and Finishes

- All visible stainless-steel surfaces shall be uniform, free from dents, waviness, scratches and sharp edges.
- Stainless steel shall be minimum Grade 304 or Grade 441 / equivalent corrosion-resistant grade suitable for interior passenger-elevator application, subject to approval of finish sample.
- Car wall and door finishes shall be brushed / hairline stainless steel unless otherwise approved.
- Landing entrances, architraves and sill interfaces shall be coordinated with existing lobby finishes.
- All fasteners, brackets and supports shall be corrosion protected and suitable for the installation environment.
- Car floor shall be designed to accommodate approximately 20 mm stone / granite finish without affecting sill level or rated load.

3. Codes, Standards and Statutory Compliance

The complete elevator system shall comply with the latest applicable editions / amendments of: IS 17900, relevant Bureau of Indian Standards requirements for electric traction lifts, applicable fire-rated landing-door standard including IS 17518 where relevant, Maharashtra Lift Act / Rules and amendments, National Building Code provisions, CEA electrical safety requirements, applicable fire-safety regulations, and requirements of the competent Lift Inspector / local authority. In case of conflict, the more stringent statutory requirement shall prevail.

4. Testing, Inspection and Acceptance

- Factory inspection and routine testing of major equipment before dispatch.
- Verification of material certificates and conformity of major safety components.
- Insulation resistance, earthing continuity, phase sequence, protective-device operation and control-circuit checks.
- No-load, full-load and overload tests as prescribed by applicable standards / authority.
- Brake, governor, safety gear, buffers, terminal limits and emergency rescue system tests.
- Door locking, door safety curtain, nudging, levelling accuracy, alarm, intercom and annunciation tests.
- Ride-quality demonstration including noise, vibration, acceleration / deceleration and stopping performance.

- Duplex operation test under simulated passenger calls.
- Statutory inspection by competent authority and rectification of observations prior to final acceptance.

5. Submittals Required with Technical Bid

- Filled technical datasheet and clause-by-clause compliance statement.
- Manufacturer's technical catalogue / product brochure without any alteration to tender requirements.
- General schematic showing traction system, controller, drive, machine and safety arrangement.
- Preliminary GAD showing car, shaft, pit, headroom, entrance and machine-room requirements.
- Rated power, starting / running current, regenerative capability, heat dissipation and electrical load details.
- Details and make of major bought-out components proposed: traction machine, controller, VVVF drive, door operator, ARD, governor, safety gear, buffers, ropes / belts, guide rails and fixtures.
- Valid licences / registrations and evidence of statutory eligibility to install and maintain elevators in Maharashtra.
- List of similar passenger elevator installations of comparable speed, capacity and rise.
- Warranty and maintenance methodology, service response setup and spare-parts support commitment.
- Deviation statement. Any deviation not specifically declared shall be deemed fully compliant.

36. List of Recommended Makes of Elevator: -

- Otis
- TKE / TK Elevator
- KONE
- Schindler
- Johnson Lifts
- Mitsubishi Electric
- Fujitec
- Toshiba elevators

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 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 stipulated date of completion. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.

Clause 3: When Contract can be Determined

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

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

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the

particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

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

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

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

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

(xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the President of India shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3A:

In case, the work cannot be started due to reasons not within the control of the contractor

within 1/8th of the stipulated time for completion of work or one months whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days

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

Clause 4: Contractor liable to pay compensation even if action not taken under Clause 3

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

Clause 5: Time and Extension for Delay

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

5.1 (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule ' F '

(b) Schedule of issue of designs as specified in the Schedule ' F ',

the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

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

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

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

5.2 If the work(s) be delayed by:

i) force majeure, or

ii) abnormally bad weather, or

iii) serious loss or damage by fire, or

iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

v) delay on the part of other contractors or tradesmen engaged by Engineer-in Charge in executing work not forming part of the Contract, or

vi) any other cause like above which, in the reasoned opinion of the Engineer-in Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered, by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. E-in-C shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

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

The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

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

Deleted.

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

Not Applicable

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 in solvency

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 of the contractor (or partner(s) in case of firm/ company) is himself / herself

an Engineers, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

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

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

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

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

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

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

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

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

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

Clause 33: Levy/Taxes payable by Contractor

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

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

Clause 34: Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

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

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

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

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from

time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 35: Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the President of India shall have the option of terminating the contract without levy compensation to the contractor.

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

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

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

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

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

Clause 38: Theoretical consumption of Material

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

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

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

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

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

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

Clause 39: Compensation during warlike situations

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

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

Clause 40: Apprentices Act provisions to be complied with

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

Clause 41: Release of Security deposit

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

balance amount.

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

SECTION– VI

SPECIAL CONDITIONS OF CONTRACT

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 if contractor quotes abnormally low Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance.	Applicable 5% of Tendered Value Not Applicable 15 days The Performance BG shall be as follows: - 1. PBG for SITC Works: The contractor shall submit a Performance Bank Guarantee equivalent to 5% of the accepted quoted amount for the SITC portion of the contract, within 15 days from the date of issue of the Letter of Acceptance. The PBG shall initially be

Clause No.	Description	Applicability/Modified/ Added
		valid for 12 months from the date of issue and shall be extended, wherever required, until fulfilment of the conditions for its release. 2. Release of SITC PBG: The SITC PBG shall be released after successful installation, testing and commissioning, obtaining all statutory approvals, handing over of the lifts to the Institute, and submission and acceptance of the PBG for the Comprehensive Annual Maintenance Contract (CAMC). 3. PBG for CAMC Works: Before commencement of CAMC and release of the SITC PBG, the contractor shall submit a separate PBG equivalent to 5% of the total accepted quoted amount for the entire 72-month CAMC portion of the contract. This PBG shall remain valid throughout the 72-month CAMC period, reckoned from the date of commencement of CAMC, and shall be extended in case of any extension of the CAMC period. 4. Release of CAMC PBG: The CAMC PBG shall be released after satisfactory completion of the 72-month CAMC contract, fulfilment of all contractual obligations, rectification of outstanding defects and adjustment of recoveries, if any, as certified by the Engineer-in-Charge.
Clause 1A	Security Deposit for SITC works	Applicable 5% of Tendered Value
	Release of Security Deposit for SITC works	The Security Deposit shall be released as follows: 1. 50% of the Security Deposit shall be released after successful completion of SITC, obtaining statutory approvals, handing over the lifts and expiry of the applicable Defect Liability/Warranty Period, subject to satisfactory performance and rectification of all notified defects. 2. The remaining 50% of the Security Deposit shall be released after satisfactory completion of the Defect Liability Period (DLP) of 36 months, reckoned from the date of commissioning certified by the Engineer-in-Charge, subject to

Clause No.	Description	Applicability/Modified/ Added
		rectification of all notified defects and adjustment of outstanding recoveries, if any. 3. Alternatively, the Security Deposit, or its unreleased balance, may be released within 30 days of submission and acceptance of an equivalent Bank Guarantee from a nationalized bank. The Bank Guarantee shall remain valid throughout the remaining period of the obligations secured, with the additional claim period stipulated in the contract, and shall be extended whenever required. It shall be separate from the Performance Guarantee furnished under the contract. <i>Note: No interest shall be payable to the contractor on retention money.</i>
Clause 1B	Security Deposit for CAMC works Release of Security Deposit for CAMC works	1. The total Comprehensive Maintenance Contract (CMC) period shall be 72 months, including the initial 36-month Defect Liability Period (DLP), reckoned from the date of commissioning certified by the Engineer-in-Charge. Comprehensive maintenance during the DLP shall be included in the SITC scope and shall not attract separate payment. Paid maintenance shall apply only to the fourth, fifth and sixth years, with payment after satisfactory completion of each quarter. 2. Each quarterly payment shall be 25% of the accepted annual maintenance amount for the respective year in the BOQ, subject to submission of invoices, preventive maintenance reports, service records and certification of satisfactory maintenance and rectification of reported defects by the Engineer-in-Charge. 3. Retention money at 5% of the gross amount of each quarterly maintenance bill shall be deducted, in addition to applicable statutory deductions and contractual recoveries. 4. The accumulated maintenance retention shall be released within 30 days after satisfactory completion of the total 72-month CMC period, including the 36-month DLP, subject to certification by the Engineer-in-Charge,

Clause No.	Description	Applicability/Modified/ Added
		rectification of all outstanding defects and adjustment of recoveries, if any. 5. This maintenance retention shall be separate from the SITC Security Deposit and CMC Performance Bank Guarantee and shall not alter their stipulated release provisions. <i>Note: No interest shall be payable to the contractor on retention money.</i>
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	Recovery of Mobilization advance	Not Applicable

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

Clause No.	Description	Applicability/Modified/ Added
		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. 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	Compensation in case delay supply of	Not Applicable

Clause No.	Description	Applicability/Modified/ Added			
15A	material				
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/Warrantee Bonds, Certificates & Invoices of Equipment's, Lock & Key of each room and NOCs from various Departments.			
Clause 18	Contractor Supply Tools & Plants Etc.	Applicable			
Clause 25	Settlement of Disputes & Arbitration	Not Applicable			
Clause 27	Lump sum Provisions in Tender	Not Applicable			
Clause 30	Employment of coal mining or controlled area labour not permissible	Not Applicable			
Clause 33	Return of surplus material	Not Applicable			
Clause 34	Hire of plant and Machinery	Not Applicable			
Clause 36(i)	Requirement of Technical Representative(s)				
	S. No.	Requirement of Technical Staff		Minimum Experience (Yrs.)	Designation of Technical Staff
		Minimum Qualification	Nos		
	1.	Graduate in Electrical/Electronics 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 percentages of the accepted BOQ rates for the SITC portion shall be payable against the respective stages of work: -

Sl. No.	Stage of Work	Elevator (Lift)
a)	After initial inspection, wherever specified, and delivery of lift equipment and materials at site in good condition, duly verified and accepted by the Engineer-in-Charge, on a pro-rata basis.	65%
b)	On satisfactory completion of installation of the respective lift, including associated civil, electrical and finishing works within its scope.	25%
c)	On successful testing and commissioning, obtaining statutory approvals and the licence/permission for operation, and handing over the respective lift to the Institute for use.	10%

Payment for supplied equipment and materials shall be subject to submission of a confirmation letter from the Original Equipment Manufacturer (OEM) confirming their genuineness, along with applicable inspection and test certificates. Confirmation from a dealer alone shall not be accepted. The Engineer-in-Charge shall have the right to verify the genuineness and conformity of the supplied equipment and materials.

The final stage payment shall also be subject to submission of as-built drawings, operation and maintenance manuals, warranty certificates, statutory approval documents and other required handing-over records.

CAMC bills shall be submitted quarterly in arrears during the fourth, fifth and sixth years, after satisfactory completion of each three-month maintenance period. The total accepted CAMC amount quoted in the BOQ for these 36 months of paid maintenance shall be paid in 12 equal quarterly instalments, each equivalent to 1/12 of that amount.

The bills shall be supported by invoices, preventive maintenance reports and service/breakdown records, and shall be payable upon certification by the Engineer-in-Charge.

No separate maintenance payment shall be made during the initial 36-month DLP, as maintenance during this period is included in the SITC cost. The total maintenance period shall be 72 months, inclusive of the 36-month DLP.

Note: - Retention money at 5% of the gross bill amount, applicable statutory deductions and contractual recoveries shall be deducted.

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, the Contractor has been awarded the work of "Supplying, Installation, Testing & Commissioning, Removal of Existing Lift Assemblies, Repair of Lift Wells and Other Ancillary Works for 04 Nos. Elevators at Swami Vivekananda Hall, IIM Mumbai, including allied Civil, Electrical and Finishing Works" under Contract/Work Order No. _____ dated _____.

AND WHEREAS, under the conditions of the Contract, the Contractor is required to guarantee the satisfactory performance of the lift installations and associated works and to rectify defects during the stipulated Defect Liability Period (DLP) of 36 months from the date of successful completion, commissioning and handing over of the respective lift(s), or as specified elsewhere in the Contract.

The Contractor hereby guarantees that all equipment, components, materials, installations and workmanship supplied/executed under the Contract shall conform to the approved technical specifications, applicable standards, statutory requirements and accepted good engineering practices.

During the Defect Liability Period, the Contractor shall, at no additional cost to IIM Mumbai, promptly rectify, repair or replace any defective equipment, component, material or workmanship attributable to defective design, manufacture, supply, installation, testing or commissioning for which the Contractor is responsible under the Contract.

The Contractor shall also carry out all preventive maintenance, breakdown maintenance, servicing, adjustments, replacement of defective parts/components and other comprehensive maintenance obligations during the 36-month DLP, as stipulated in the Contract.

Normal wear and tear, damage caused by misuse, vandalism, unauthorized alteration, force majeure or causes demonstrably beyond the Contractor's contractual responsibility shall be dealt with in accordance with the relevant provisions of the Contract.

Any defect noticed during the DLP and intimated to the Contractor within the DLP shall be rectified by the Contractor within the response and rectification periods stipulated in the Contract, notwithstanding that actual rectification may extend beyond the expiry date of the DLP.

In case the Contractor fails to rectify any defect within the stipulated period, IIM Mumbai shall be entitled to have the defect rectified through another agency at the risk and cost of the Contractor, without prejudice to any other contractual rights, recoveries, penalties or remedies available to the Institute.

Replacement or repair of any component during the DLP shall not reduce or limit the Contractor's obligations under the Contract. Warranty/guarantee for replaced components shall be as stipulated in the Contract or the manufacturer's standard warranty, whichever is contractually applicable.

After completion of the 36-month DLP, maintenance services during the subsequent CAMC period shall be governed by the CAMC provisions, BOQ and other relevant conditions of the Contract.

The decision of the Engineer-in-Charge regarding the Contractor's responsibility for a defect under the Contract shall be governed by the terms and conditions of the Contract.

IN WITNESS WHEREOF, the parties have executed this Guarantee on the day, month and year first written above.

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
- Existing lift installations and dismantling requirements.
- Lift shafts, pits, machine rooms and landing openings.
- Electrical supply, earthing and associated services.
- Civil, electrical and finishing works required for installation of new lifts.
- Access, material handling and storage arrangements.
- Safety requirements and working conditions in the occupied hostel building.
- Phased execution requirements and statutory approvals.
- Hindrances, if any, which may arise during the execution of work

I/We confirm that all site conditions and constraints have been considered while submitting the bid and no additional claim shall be made due to lack of knowledge of conditions which could reasonably have been assessed during the site visit.

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
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FORM-I

FORMAT FOR 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 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

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

TENDER DOCUMENT FOR

Design, Supply, Installation, Testing & Commissioning of 04 Nos. Passenger Elevators in Replacement of Existing Elevators with Buy Back Option at Swami Vivekananda Hall, IIM Mumbai Campus, including Dismantling and Removal of Existing Lift Assemblies, Repair/Modification of Existing Lift Wells and Allied Civil, Electrical & Finishing Works.

NIT No.: IIMM/IPS/CONS/ELE/2026-27/10 Date: 04.10.2026

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:

Design, Supply, Installation, Testing & Commissioning of 04 Nos. Passenger Elevators in Replacement of Existing Elevators with Buy-Back Option at Swami Vivekananda Hall, IIM Mumbai Campus, including Dismantling and Removal of Existing Lift Assemblies, Repair/Modification of Existing Lift Wells and Allied Civil, Electrical & Finishing Works

Sr. No.	Description of work	Qty.	Unit	Rate (Excl. GST)	Amount (Excl. GST)
1.	Supplying, Installation, Testing & Commissioning of Passenger GEARLESS MR LIFT for 13 Passenger/884 Kg, G+16 floor (17Stops/17 Landings) as per specifications	4	Nos		
2.	Dismantling of the existing 13 to 17 Passenger lift of all types travelling G+16 floor (17 Stops/17 Landings)	4	Nos		
3.	Civil Works: - Lift Pit Filing to required depth as per site requirement (M-25) - Water Proofing Inside the Pit - Lift Shaft Plastering - White Washing - Demolishing R.C.C. work or concrete manually/ by mechanical means, including stacking of steel bars and disposal of material. - Misc. Civil Works including scaffolding	4	LOT		
4.	Electrical Works: - Providing, supplying, installation, testing and commissioning of complete electrical works including FRLS copper wiring in existing/new PVC conduit, switches and sockets, 8-way SPN MCB distribution board, MCBs, chemical earthing with copper-bonded earth electrode, GI strip earthing and all accessories, connections, terminations, cutting/making good, testing and commissioning, complete as required	4	LOT		
5.	Statutory Permissions (PWD, Electrical Inspector, BMC etc.)	4	Job		
6.	Comprehensive Annual Maintenance Cost				
6.1	Maintenance cost for 1st year Included in the Scope	LS	LS	0	0
6.2	Maintenance cost for 2nd year Included in the Scope	LS	LS	0	0
6.3	Maintenance cost for 3rd year Included in the Scope	LS	LS	0	0
6.4	Maintenance cost for 4 th year	LS	LS		
6.5	Maintenance cost for 5 th year	LS	LS		
6.6	Maintenance cost for 6 th year	LS	LS		

Sr. No.	Description of work	Qty.	Unit	Rate (Excl. GST)	Amount (Excl. GST)
7.	Total Excluding GST (1 to 6)				
8.	Less Buy Back Value / Rebate for Passenger lift for 13 Passenger/884 Kg, G+16 floor (17 Stops/17 Landings)				
9.	Grand Total (7-8)				THIS WILL BE CONSIDERED FOR EVALUATION
Add GST @18%					
Grand Total Including GST					

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

Total tender amount including GST quoted in figure ₹ _____

Total tender amount including GST quoted in words ₹ _____

Date: ____ / ____ / ____

**Contractor
Engineer**

Engineer In Charge