



राष्ट्रीय औद्योगिक इंजीनियरिंग संस्थान

NATIONAL INSTITUTE OF INDUSTRIAL ENGINEERING

विहार सरोवर मुंबई- *Vihar Lake, Mumbai 400 087*

Website: <https://www.nitie.ac.in>

(Only Through Online e-Procurement Mode)

NITIE e-Procurement / e-Tendering Website : <https://www.tenderwizard.com/NITIE>

Notice Inviting e-Tender (NIT)

e-Tender for Renovation of Bathroom's at Kshipra Building.

(Tender Document, Instructions to Tenderer, General conditions of Contract and Special conditions of Contract)

National Institute of Industrial Engineering (NITIE), Mumbai

Ref. No: NITIE/Estate/civil /2022-23/19

Date: 14th September, 2022

NOTICE INVITING e-TENDERS (NIT)

Director, NITIE Mumbai - 87 invites Online tender on percentage rate basis under two bid system from NITIE empanelled / working contractors and from other contractors having valid registration with PWD/CPWD/MES/RAILWAY or other govt. organization or empanelled contractors of IITB in appropriate class for the work of **“Renovation of Bathroom's at Kshipra Building.”** The intending agency should have carried out atleast one work costing 80% or more **OR** two works costing 60% or more **OR** three works costing 40% or more of the estimated cost of similar nature, during last seven years, certificates of which should be submitted alongwith tender.

Details of Tender fee, EMD, submission of tender and other details are elaborated in the tender document. (Pay through e-Payment mode online on portal, e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking)

Tender Document: Tender document will not be issued in person. The tender document can be downloaded from <https://www.tenderwizard.com/NITIE> OR www.nitie.ac.. Tenders downloaded from the website must be accompanied by requisite tender fee failing which tender will not be considered.

1	Cost of Tender document & ITI Ltd Tender Wizard e-Tender Processing Fees	Rs. 2000/- (Rupees Two Thousand Only) : (Pay through e-Payment mode online on portal , e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking. or Cost of Tender Document by D.D.(Non-Refundable)
2	Download of Tender document Online	16 th September, 2022 : 1500 Hours to 29 th September, 2022 : 1500 Hours
3	Last date for receipt of Tender Online	30 th September, 2022 : 1100 hours
4	Opening of the Tenders (Part-1) Online	30 th September, 2022 : 1130 hours

Opening of the bid Online: Bids will be opened in the presence of tenderers or their authorized representatives, who are present. Late and delayed tenders will not be opened and such tenders will stand summarily rejected.

In case any document(s) produced in support of eligibility criteria or any other document(s) turns out to be fraudulent, 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 award of work:** The award of work will be cancelled, EMD and Security Deposit, will stand forfeited, and the contractor will be liable for action as deemed fit.

Evaluation of tender: In case two or more tenders are found equal in commercial bids, work will be awarded to the contractor who has executed satisfactorily contracts of higher values based on the certificate of experience submitted along with tender papers assessment carried out by the Institute.

The Director, NITIE, MUMBAI reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not binding himself/herself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender is strictly prohibited. Tender details can be viewed on the website <https://www.tenderwizard.com/NITIE> & www.nitie.ac.in & <https://eprocure.gov.in>. Tenders downloaded from the website must be accompanied by requisite tender fee failing which tender will not be considered.

Executive Engineer

National Institute of Industrial Engineering (NITIE), Mumbai

Ref. No: NITIE/ESTATE/civil/2022-23/19

Date: 14th September, 2022

e-Tender document

Name of the Work: “Renovation of Bathroom's at Kshipra Building.”

INSTRUCTION TO TENDERERS

The Tender document has only one part.

Failure to comply with any of the conditions laid down herein renders the Tender invalid. All the enclosures/documents will have to be submitted along with bid. Any enclosure/document found not submitted along with bid of the Tender such enclosures /documents will not be accepted, at a later stage.

1. Estimated cost of work: Total estimated cost of work is Rs. 24,38,102/- (Rupees Twenty Four Lakhs Thirty Eight Thousand One Hundred Two only) (Including GST).
2. **Visit to the Campus:** Tenderers are advised to visit NITIE, MUMBAI campus/premises and ascertain the nature and quantum of work before tendering.
3. Tender fee: The Tender/bid should be submitted in the prescribed proforma for Rs. 2000.00 towards tender fee. (Pay through e-Payment mode online on portal, e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking. Tender/bid not accompanied by tender fee stands automatically rejected.
4. Earnest Money Deposit (EMD) –EMD of Rs. 48,800/- (Rupees Forty Eight Thousand Eight Hundred only) is a must and should be submitted along with the tender/bid. (Pay through e-Payment mode online on portal , e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking).
5. EMD of successful bidder will be refunded on completion of contract period and/or extended period. EMD will not bear any kind of interest. EMD of unsuccessful bidder/s will be refunded on deciding after finalization of the contract. Tenders received without valid EMD stand automatically rejected. (Pay through e-Payment mode online on portal , e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking).
6. Tender Fee should be separate and should not be combined with EMD. Upload the Online e-Payment Receipt. (Pay through e-Payment mode online on portal , e-Payment facility are available on website for making the payment through Debit / Credit Card / Net Banking).

Tender should be submitted online only.

Bid Forms and Documents scan copies should be submitted online only.

7. **Security Deposit:** Security Deposit @ 10% will be deducted as specified in the tender document.

- 7.1. **Refund of Security Deposit:** Security Deposit thus recovered will be refunded as specified in the tender document.
8. **Acceptance of tender conditions:** The tenderer should read the ‘General Terms and Conditions’ of NITIE, MUMBAI annexed hereto and give acceptance. The tenderer is advised to visit the NITIE, MUMBAI on any working day with prior intimation between 1000 hours and 1600 hours to assess the nature and quantum of work before tendering.
9. **Filling tender documents:** The tender should be clearly filled or typed and signed in ink legibly giving full address and contact details of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with full signature shall invalidate the tender. Tender should be duly signed by the authorized person(s). In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as valid offer. The tenderer should ensure that the figures of amounts are written in such a way that interpolation is not possible. No blank space should be left.

This notice is also available on website NITIE e-Tender & on NITIE website :<https://www.tenderwizard.com/NITIE> & www.nitie.ac.in for downloading of tender documents.

The Tender document can be downloaded from NITIE e-Procurement Website i.e, <https://www.tenderwizard.com/NITIE> or From NITIE Official website . The tender should be submitted through online mode only .

NITIE reserves the right to reject any or all tenders without assigning any reason thereof. This notice & tender document is also available on web-site: <https://www.tenderwizard.com/NITIE> , www.nitie.ac.in & CPP Portal for downloading of tender documents.

Standard e-Tender Terms & Conditions For NITIE e-Procurement .

NITIE e-Procurement Website are : <https://www.tenderwizard.com/NITIE>.

1. The details of tender notification can be downloaded from www.tenderwizard.com/NITIE under "Tender of NITIE ” link in the homepage.

Vendors should obtain the USER ID and PASSWORD from www.tenderwizard.com/NITIE by clicking on “Enrolment” link in the homepage. The Vendor registration fees has to be paid to ITI Ltd for Rs. 2360/-. Using the e-Payment link provided at the time of registration, and the mode of payments are Credit Card, Debit Card and Internet Banking. Vendor Registration is Valid for 1year.

2. For further details on e-Tender participation, please contact ITI Help desk on :

- Telephone: 080 - 40482100 (Bangalore) & Sanjay KC – Mumbai & Maharashtra (09665721619) Email : sanjay.kc@etenderwizard.com
- Email: harishkumar.kb@etenderwizard.com, ambasa@etenderwizard.com.

3. Tenders should be submitted only through e-Tender portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

INFORMATION & INSTRUCTIONS TO THE BIDDERS FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS)

Special Conditions & instructions for using online Electronic Tendering System :

e-Tenders through portal (website) <http://www.tenderwizard.com/NITIE> adopted by NITIE , Mumbai . Vendor Registration Fees Rs.2,000/-+ 18%(GST) through e-Payment Gateway on NITIE e-Procurement Portal i.e., <https://www.tenderwizard.com/NITIE>

Note: The e-Payment Gateway are available on e-Procurement Portal for making the Online Vendor Registration Payment.

Bidders are required to Enroll for Vendor Registration on the NITIE e-Procurement Tender wizard Portal (URL: <https://www.tenderwizard.com/NITIE>) by clicking on the link “ Enrolment ” on the home page of e- Portal which is chargeable. (Rs.2000/- + GST(18%)(Non-Refundable) to be paid online by e-payment gateway).

The bidders are required to submit soft copies of their bids electronically on the NITIE Tender Wizard e-Procurement Portal, using valid Class III Digital Signature Certificates. The step by step instructions about e-Tender Process are given in “Vendor Help Manual “ .

Class III Digital Signature Certificate are mandatory for e-Tender /e-Procurement . For Digital Signature Certificate Contact to above number of Mr.Sanjay Chandak (Mumbai , Pune & Maharashtra)

Note: Information about e-Procurement Portal.

More information useful for submitting online bids on the NIA e-Procurement Tenderwizard Portal may be obtained at: <https://www.tenderwizard.com/NITIE> . N.B: Bidders can download the Vendor’s manual by visiting on home page of NITIE e-Procurement Website : <https://www.tenderwizard.com/NITIE>.

KEY INSTRUCTIONS for BIDDERS by clicking on “Latest Circulars/Formats/Help Manuals/Faq”. The complete Step by Step “Vendors Help Manual For e-Procurement / e-Tendering Process , Vendors Registration Process , System Settings Requirements & JAVA Settings Manuals , e-Payment Guidelines” & “Digital Signature Certificate Process” this details are available on NITIE e-Procurement Website for e-Tenders.

Note: Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Department Officials . Online support through “Team viewer” , “Ammy Admin “ Or “Any Desk” Remote software only. For Downloading this software , the downloading software links are available on home page of NITIE e-Procurement Website.

1. Bid to be submitted online within the due date.
2. Tenders should be submitted only through e-Tender portal and obtain the Tender

Acknowledgement copy as a proof of successful submission.

3. All prospective bidders are requested to visit our NITIE E-PROCUREMENT WEBSITE

regularly for any such updates / corrigendums.

4. Please see attached e-Tender Documents

5. All the Documents Scan copies should be uploaded online also) (All the Documents Scan copies should be uploaded online also)

Tender submission through online mode only.

5.1 **Attestation of documents by the contractor:** All the documents, submitted by the tenderer should be attested by the contractor. And same scan copies should be submitted online also.

5.2 **Producing originals documents for verification:** All above concerned original documents should be produced for verification at any stage of tender process or as and when sought for, failing which the bids are liable for disqualification.

EXECUTIVE ENGINEER (I/c)

NOTICE INVITING E-TENDER

Executive Engineer NITIE, Mumbai-400 087 invites percentage rate e-Tenders for the following work:

1	NIT No. :	NITIE/ESTATE/civil/2022-23/19
2	Name of Work :	Renovation of Bathroom's at Kshipra Building.
3	Estimated Cost :	Rs. 24,38,102/- (Including GST)
4	Earnest Money :	Rs. 48,800/-
5	Period of completion :	Four Months.
6	Tender Fee :	Rs. 2000/-
7	Last date of issue of tender : form	29 th September, 2022 up to 3:00 pm
8	Last date & time of : submission technical and financial bid	30 th September, 2022 upto 11:00 am
9	Date of opening of tender :	30 th September, 2022 at 11:30 am
10	Validity period of tenders for : acceptance	180 days from date of opening
11	Place of submission of tender:	Online mode only

For more clarification you may visit on above website and contact 022-28035378/28035214.

Executive Engineer

UNDERTAKINGFrom: -----

To,

The Director
National Institute of Industrial Engineering
Vihar Lake, P O NITIE, Mumbai – 400 087.

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the tender documents comprising of Notice to contractors, general instruction to tenderer, Tender Form, Articles of agreement, general conditions, Material specification, special specifications etc. for above said work prepared by National Institute of Industrial Engineering.

I/We have also taken into consideration the nature and position of the site and the site and the surrounding and the conditions under which the work will be carried out. I/We do hereby undertake to execute and complete the whole work covered by the tender strictly in accordance with the above tender drawings & documents.

I/We enclose herewith receipt as proof of Online payment of earnest money paid as specified in the e-Tender. I/We understand that the security deposit mentioned above shall not bear any interest. In the event my/our tender being accepted I/We agree to enter into a contract in the form annexed hereto with such alterations and additions thereto as may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the whole scheme and the drawings attached to the tender.

I/We further agree to complete the work included in the whole scheme within four months of the date of commencement of the work and subject to agreement liquidated damages of Rs. 1000/- (Rupees One Thousand only) per day beyond that date for the period for which the work remains incomplete due to my/our default. I/We understand that neither the maximum nor any tender will be necessarily accepted and that no reason shall be given for such non acceptance. In case of my/our tender is accepted, I/We agree to pay all the charges connected with the preparation. Stamping and execution of the contract agreement and I/We shall abide by the terms of contract and such other reasonable terms and conditions the Institute may fix from time to time depending on the circumstances.

I/we hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Yours sincerely,

(Tenderer's signature)

Date:

Address:

Witness signature: 1)

2)

GENERAL DIRECTIONS TO TENDERS

1. Tenders should be submitted in Online mode only.
2. The tenderer must ensure that no correction or overwriting is left to be attested by the concerned officers. In case if clarification is required the tenderer may obtain it personally or in writing well in advance from the Executive Engineer. In any case the tenderer will be responsible to bind himself to the terms and conditions and specifications of the tender once submitted by him.
3. Tenders are required to fill the Bill of quantities and work out the BID AMOUNT. The tenderer writes the rates of all the items mentioned in the bill of quantities in figures as well as in words. The amount for each item shall be worked out and the total bid amount should then be worked out. All the corrections must be attested by initials of the tenders. The tenderers have to fill in the rates of all the items on bill of quantities. In case arithmetic mistakes in calculations of amounts, total and percentages, the rates of individual items will be considered as final and the amounts, total and percentage will be reworked. In case of discrepancies between the rates written in words and rates written in figures, the rates written in words will be considered as final, as the case may be of item rate of Percentage rate schedule.
4. NITIE reserves the right to accept or reject the tender if the tenderer fails to submit the scanned copies of the following documents.
 - i. EMD – Paid Online
 - ii. Tender fee – Online payment
 - iii. Valid registration certificate
 - iv. Solvency certificate
 - v. GST registration certificate
 - vi. Work completion certificates of similar nature works executed in last seven years. (Similar nature means civil works)
 - vii. Turnover certificate for last three years through CA
5. Tenderer shall submit the tender and other documents in two separate envelopes namely Technical Bid and Price Bid.

The Technical Bid envelope shall contain the following documents: -

- i. EMD – Paid Online
- ii. Tender fee – Online payment
- iii. Valid registration certificate
- iv. Solvency certificate
- v. GST registration certificate
- vi. Work completion certificates of similar nature works executed in last seven years. (Similar nature means civil works).

vii. Turnover certificate for last three years through CA

All the documents should be duly attested, Original must be produced for verification, when demanded.

The second envelope clearly marked as “Commercial/Price Bid” shall contain only the main tender document. The tenderer should quote his offer as item rate/percentage rate at the appropriate place of the tender documents to be submitted only in envelope no 2. He should not quote his offer anywhere directly or indirectly in envelope no 1. The tenderer shall quote for the work based on the details given in main tender. The tender shall be unconditional. Any corrigendum/addendum will also form the part of the tender document and will have to be submitted by the tenderer along with tender. No delays on account of any cause will be entertained for the late receipt of tender. It is the sole responsibility of the tenderer to ensure that the completed tender should be dropped in the appropriate box before the due date and time.

The envelope – 2 “Price Bid” will be opened of only those tenderers whose technical Bid is qualified, otherwise the envelope – 2 will be returned to the tenderer. Tender does not contain the EMD or do not submit any other documents above, the tender will be summarily rejected.

6. The earnest money of successful tenderer will be kept as initial contract deposit (ISD) for the execution of contract. The successful tenderer shall have to deposit in cash with the Institute (within fifteen days of receipt of work order) and additional sum towards the initial contract deposit (ICD) such that the total amount deposited towards ICD including the EMD will be equal to 5% of the contract amount (i.e., the awarded cost of work) The ISD will from the part of security deposit to be kept during the course of execution of work and up to the end of defects liability period. This security deposit will not bear any interest. In addition to the ICD additional amount will be recovered from the RA bills at rate of 10% of bill amount such that the total security deposit with the Institute will not be more than the 10% of the contract amount or actual bill amount whichever is more. If the contractor fails to deposit ICD within 15 days of receipt of work order. The same will be recovered from 1st RA Bill / any other dues payable, with panel interest @ 18% P.A. worked out from the date of receipt of work order. This change will be operated excluded Term contracts / Rate Contract.
7. The defects liability period for the work will be twelve months from the date of actual completion as specified in clause No. 25 of the conditions of contract at page No. 17. The total of 10% will be retained as security deposit till the end of defect liability period and will be released to the contractor on satisfactory completion of defects liability period.
8. If the tenderer after having been awarded the contract fails to deposit further amount towards initial contract deposit as aforesaid and/or fails to sign and complete the documents and agreement and / or fails to start the work within 15 days from the date of issue of work order. the Institute will be at liberty to terminate the contract/cancel the work order and forfeit the EMD/ICD of the contract without giving any notice thereto. Similarly, the name of such tenderer will be deleted / will be debarred for quoting for a period of 3 years.
9. The Price bids shall be inclusive of all taxes, Octroi charges, incidental expenses and all other taxes and charges as may be applicable and are to be paid by the contractor for satisfactory completion of work and any claim for the extra payment on any such occasion shall not be entertained. It is explicitly made clear that even if the prices of material / labour goes up or for any reason the cost of the project work increases the Institute shall not be liable to pay any additional to the contractor. All payments of Govt. duties such as ESIC / PF etc. to be taken care by the contractor,
10. Under no circumstances contractor will be entitled to claim enhanced rates for any item in this contract.
11. All work shall be measured according to the rules of Indian Standard without reference to any local custom unless otherwise specified.
12. Deduction on account of Income tax @ 2% or such percentages as may be in force from time to time will be made from all bills whether Running or Final bill and certificate of deductions will be given to the contractor or as per change made by Govt. in this respect.
13. Receipts for payments made on account of any work when executed by a firm shall also be signed by all partners except where the contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.

14. The entire work shall be carried out under the supervision of the staff / Person Employed by NITIE.
15. The contractor shall take into consideration the relevant standard specifications PWD/CPWD or ISI codes required for the above referred work and entire work shall be carried out as per the relevant Standard specifications of PWD/CPWD or ISI codes and by laws and to the satisfaction of the Executive Engineer.
16. The contractors without any additional cost shall make the necessary arrangement for water and Electricity for the purpose of execution of this contract. If the same is supplied by the Institute the cost of supply of water and electricity will be deducted from the contractor's running bill (water charges will be 1% of the cost of water consuming items and Electricity at the rate of Rs. 13.50 per unit of consumption). Electricity will be provided at one point and contractor to arrange meter and cable etc.
17. NITIE will not supply cement to the contractor. The contractors should make their own arrangement to procure and store the cement at their site of work please see the additional conditions for materials.
18. All the requisite tests have to be carried by the contractor at his own cost from approved labs of the Institute.
19. SAND to be used for the various work items in above referred works shall be river sand (Preferable Vaitarana River) It shall be clean and free of silt and other objectionable materials.
20. The items involving hidden measurements should be executed only after specific approval obtained in writing from the Executive Engineer. On confirmation to execute such items the agency has to submit the detailed measurement with locations and then only the work is to be executed. If the agency fails to submit such detailed measurements before executing the item decision of the Executive Engineer will be final and binding on the contractor.
21. No work shall be carried out on National Holidays and Institute holidays (including Saturday and Sundays). The work shall be executed during the working hours of the Institute on working days only. For the execution of works on holidays and beyond Institute working hours specific approval should be obtained by the agency. The Permission will be given at the discretion of the Institute authority. No request for extension of time on this issue will be entertained.
22. Proportionate Progress of work - Time will be the essence of the contract. The contractor shall complete the whole work within the time started in the tender subject to the conditions of contract and shall co-operate with the Institute from time to time in the preparation of time and progress chart for its use. Broadly 1/4th work in 1/4th times, half the work in half time, 3/4th work in 3/4th time and complete work the stipulated time, if at any stage of work it is found that the milestones are not adhered to as mentioned above Institute can initiate any or all actions mentioned below.
 - a. Impose the liquidated damaged for the delayed part of work either in terms of Rs.5000.00 per day or 1% of balance amount of the stage whichever is more.
 - b. Terminate the contract at that stage itself by issuing 7 days' notice and get the balance work done as per clause No. 23(B) or general conditions of contract.
23. All the work is to be carried out as per relevant IS specifications /PWD/CPWD red book specifications. The work is to be carried out as per specific requirement.
24. All the work is to be guaranteed separately as per specification on appropriate bond paper.
25. No receipt for any payment alleged to have been made by the contractor in regard to any matter relating to this tender or the contract shall be valid and binding unless it is approved and signed by the owner.
26. NITIE reserves the right to accept or reject any tender or all tender without assigning any reasons Thereof.

27. Eligibility criteria –

i) General –

- (a) The bidder should be registered contractor in appropriate class of PWD/CPWD/MES/Railway or other govt. organization or empaneled contractor of IITB or empaneled/ working contractors of NITIE.
- (b) Should have valid GST registration.

(c) Should have solvency certificate from Nationalized or scheduled bank of 40 % of estimated cost.

ii) **Experience** – Should have completed

(a) One work of similar nature costing 80 % or more of estimated cost

OR

(b) Two works of similar nature costing 60 % or more of estimated cost.

OR

(c) Three works of similar nature costing 40% or more of estimated cost.

Certificates of above should be submitted along with tender document in respective envelope.

iii) **Financial** - Should have average annual turnover of 50 % of estimated cost during last three years ending on 31st March..

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ARTICLES OF AGREEMENT made the ----- day of -----

Between NATIONAL INSTITUTE OF INDUSTRIAL ENGINEERING, VIHAR LAKE, P O NITIE, MUMBAI – 400 087.

(hereinafter called the “Employer”) of the one part -----AND -----

Whose registered office is situated at -----

(hereinafter called the “Contractor”) of the other part.

WHEREAS the employer is desirous of getting the work of -----
and has caused drawings and specifications describing the works to be done and -----
----. Preparing by -----

WHEREAS the contractor has agreed to execute upon and subject to the general conditions and specification of contract works shown upon the said drawings and/or described in the said specifications.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and/or the schedule of quantities.
2. The said general conditions of contract special conditions of contract and other enclosures thereto shall be read and constructed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreements on their part respectively in such conditions contained.
3. The plans, agreement and documents mentioned herein shall form the basis of this contract and the decision of the said Director NITIE/as mentioned in the conditions of contract, Special conditions of contract in reference to all matters of dispute as to material, Workmanship, and account and as to the intended interpretation of the clauses of the agreements or any other document attached shall be final and binding on both parties and may be made a rule of the Court.
4. This contract is a contract to carry out work in respect of the entire works.
5. The Institute has right of altering the drawings and nature of the woks, adding to or omitting any items of work or having portions of the same carried out through other agency as the Institute deem fit in the interest of the Institute. The Institute in such circumstances shall be entitled to deduct or add proportionately the amount apportioned to such work in this contract, or as may be decided by the Institute.
6. The Institute has the right to abandon the work at any stage without any reason thereof and in which case the agreed cost of work will also be changed accordingly.
7. Time shall be the essence of the agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work within the stipulated period.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have been arisen in Mumbai and only the Courts of Mumbai shall have jurisdiction to determine the same.
9. The parties have thoroughly read and have understood the entire contract and are fully aware of its implications and consequences thereof.
10. The electrical installations and fittings and electric lights and telephone installations also form part of this contract, but the contractor shall afford every reasonable facility for the carrying out of all such works in the manner laid down in the said conditions and shall make good even minor damage

done to wall, floors etc. after the completion of such works. The presence of telephone cables/electrical cables/pipelines, glass etc. to be conveyed to the dept. for removal/diversion etc. before commencement of further works. Any damage to the same will be recovered/replaced from the contractor.

AS SIGNED our hands this -----day of -----2022

1) Owner

Signature

NATIONAL INSTITUTE OF INDUSTRIAL ENGINEERING,
VIHAR LAKE, PO NITIE, MUMBAI 400 087.

2) Contractor

Signature

AS WITNESSED our hands this -----day of ----- 2022

Signature

THE GENERAL CONDITIONS OF CONTRACT HEREIN BEFORE REFERRED TO

1. **INTERPRETATIONS:** In constructing these conditions, the specifications schedule of quantities and contract agreement the following word shall have the meaning herein assigned to them except where the subject or context otherwise requires:
- a) **'Owner'** shall mean NATIONAL INSTITUTE OF INDUSTRIAL ENGINEERING (NITIE) and shall include their legal representative/s, assign/s or successors.
 - b) **'Contractor'** shall mean ----- and shall include his (their) legal representative/s, assign/s or successors.
 - c) **'Site'** shall mean the site of the contract works viz. NITIE CAMPUS including any construction thereon and any other land (inclusively as aforesaid allotted by the Owner for the contractor's use).
 - d) **'This contract'** Shall mean Articles of Agreement, the general conditions, special conditions, plan the appendix, the schedule of quantities and / or specification attached hereto and duly signed including any amendment or modification thereof, required to be carried out during the course of this arrangement.
 - e) **'Work order'** Shall mean letter issued by the Executive Engineer and sent to the selected tendered by regd. Post A/D conveying the decision of the Institute of having selected him / them for the job and asking him/ them to commence the work.
 - f) **'Notice'** in written or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by regd. Post to the last known private or business address or regd. Office addressee and shall be deemed to have been received when the ordinary course of post it would have been delivered.
 - g) **'Act of insolvency'** shall mean any act of insolvency as defined by the Presidency Towns insolvency Act or the Provincial insolvency act amending such original.
 - h) **'Net prices'** If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum either as a percentage or otherwise, then the net price of any time in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prim cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression 'Net Rates' or 'Net prices' when used with reference to the contractor or accounts shall be held to mean rates or prices so arrived at...
 - i) **'Engineer at site'** shall mean a qualified Engineer as appointed by the owner to supervise the work at site on his behalf.
 - j) **'Authorized Representative of contractor'** shall mean and include person deputized by the contractor before starting the work with authority to accept the instructions from NITIE receive documents sign various papers as a token of acceptance on behalf of the contractor.
2. **SCOPE OF CONTRACT** The contractor shall carry out and complete the said work in every respect in accordance with the contract and as per the specification. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with the specifications. The contractor shall confirm exactly, fully and faithfully to the designs, drawings, specifications directions and instructions in writing related to the works. All the unforeseen work items required to be executed for successful completion of the work items

and which are allied to the same are to be executed by the contractor. The Executive Engineer may in his absolute discretion issue further drawings and / or written instructions, details, direction and explanations which are hereafter collectively to be referred as the Executive Engineer's instructions in regarding to:-

- a) The variation or modification of the design, quality of work or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule or quantities and / or drawings and / or specifications.
- c) The removal from the site of any material brought thereon by the contractor and the substitution of any other material there for.
- d) The removal and / or re-execution of any works executed by the contractor
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause 19.

The contractor shall forthwith comply with and duly execute any work comprised in such instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Executive Engineer shall, if involving a variation be confirmed in writing by the contractor within 7(seven) days. If compliance with the Executive Engineer's instructions as aforesaid involves extra work and / or expense and/or loss beyond that contemplated by the contract then unless the same were issued owing to some breach of this contract by the contractor, the owner shall pay to the contractor mutually agreed rates if not already provided for in the tender documents prior to the physical execution of the work involved.

3. **DRAWINGS AND SCHEDULE OF QUANTITIES:** One copy of the contract documents shall remain in the custody of the owner and the second copy in the possession of the contractor and third copy with the Architect. The contractor shall check all drawings carefully and intimate the Institute/Architect/Executive Engineer in writing immediately of errors and discrepancies if any. The contractor shall not change any kind of errors or omission in the drawings supplied to them by their own.

The drawings which form part of this contract will show the work to be done in such details as is possible to do for the present. They will be supplied with or superseded by such additional detailed drawings as may be necessary as the work progress in accordance with these details of or revised drawings as the case may be and at the applicable rates as per contract. Contractor will return all the drawings /specifications issued from time to time after final completion of work. The contractor on the signing hereof shall be furnished by the owner / his Architects free of cost with a copy of the priced Schedule of quantities, one copy of all further drawings issued during the progress of the works. Any further copies of such drawings required by the contractor shall be paid for by him. The contractor shall keep one copy of all drawings on the works and the Architect/Engineer their representative shall at all reasonable time same.

4. **DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS.** The drawings and specifications are to be considered as mutually explanatory of each other. However, in case of any discrepancies following order will be followed. Detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale special conditions in preference to general conditions. Detailed specifications as mentioned in the red book of PWD in preference to general preference. ISI specifications in preference to detail specifications. Should any discrepancies however appear or should any misunderstanding arise as to the meaning and import of the said specifications or drawings or as to dimensions or the quality of the materials or the due and proper execution of the works or as to the measurement or quality and valuation of the works executed under this contract or extra thereupon the same shall be explained by the Executive Engineer and their explanation shall be binding upon the contractor and contractor shall execute the work according to such

explanation and shall also do such works and required things as may be necessary for the proper completion of the works as implied by the drawings and specifications even though such works and things are not specifically shown and described in the said drawings and specifications.

5. **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 Executive Engineer who shall decide what is to be followed.

6. **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 with under clause No. 13. The contractor shall bring to the attention of the Executive Engineer 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.

7. **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 shall appear during the progress of the work the contractor shall at his own expense rectify such error if so, required to the satisfaction of the Executive Engineer. 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 Executive Engineer. The Contractor shall provide at his expenses all templates, pillars, and equipment's (including chain, tape etc.), materials and labour 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/rebuilt the same in case of any damage or otherwise.

8. **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 Executive Engineer samples of materials proposed to be used in the work. The Executive Engineer shall within seven days of 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 forthwith arrange to supply to the Executive Engineer 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 Executive Engineer may require.

9. **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 Executive Engineer 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 Executive Engineer to such representative shall be held to be given to the contractor. The contractor will be asked to stop the work forthwith if his authorized representative is not the site during the progress of the work.

10. **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 labour 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 at his own cost the license and get himself regd. Under the provisions of the contract labour (Regulation and Abolition) Act. 1970. Under no circumstances, the owner shall be responsible for any lapses on the part of the contractor.

11. **ACCESS FOR EXECUTIVE ENGINEER TO WORKS.**
 The Executive Engineer and their representatives shall at all reasonable time have access to the works and the workshops, factories or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the Executive Engineer and their representative necessary for inspections and examinations and test of the materials and workmanship. No person unauthorized by the Executive Engineer except the representatives of public shall be allowed on the works at any time.

12. **ENGINEERS AT SITE.** The terms “Engineers at site” shall mean the person appointed and paid by the Institute. The contractor shall afford the Engineer at site every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Engineer at site shall not have power to set out the works or to revoke after, enlarge or relax any requirements of the contract or to sanction any day work additions, alterations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Executive Engineer. The Engineer at site or Executive Engineer shall have power to give notice to the contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Executive Engineer is obtained. The works will from time to time be examined by the Executive Engineer the Engineer at site but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the contractor shall take instructions only from the Executive Engineer.

13. **ASSIGNMENT AND SUB-LETTING.** The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer assign or underlet the contractor or any part thereof or interest therein without the written consent of the Architect and no undertaking shall relive the contractor from the full and entire responsibility of the contract 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 subcontractors 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 of time without informing

the Institute, the same shall be terminated by the Institute without giving any notice/period and reasons thereof.

14. **VARIATION 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 Executive Engineer 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/Executive Engineer and value of such extras alterations additions or omissions shall in all cases be determined as per clause 18 and the same shall be added to or deducted from the contract amount accordingly.
- If at any time after acceptance of the tender the Institute shall decide to abandon reduce the scope of works for any reasons whatsoever an hence not require the whole or any part of work to be carried out the Executive Engineer 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 full amount of the work actually executed at site.
15. **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 ascertained under clause 18 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.
16. **SUFFICIENCY 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 Executive Engineer before commencement of the work. However, if any discrepancy is noted during the execution of the works the same shall be decided by the Executive Engineer and their decision shall be final and binding on the contractor.
17. **MEASUREMENT OF WORK.** The Executive Engineer 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/Executive Engineer 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 Executive Engineer 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. Contractor shall sign all the measurements and documents in token of acceptance. The contractor or his agent may at the time of measurement take such notes and measurements as he may require.
18. **PRICES FOR EXTRAS ETC. ASCERTAINMENT OF.** Should it be found during progress of works or after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amount of works thus ascertained are less or greater than the quantities or amounts specified for the works in Priced

Schedule of and / or Tender or that any additional, altered or substituted item of work is to be or has been executed unless previously or otherwise agree upon valuation of the work shall be made in accordance with the following rules:

- a) If the rates for additional, altered or substituted item of work is specified in the bill of quantities and rates in the contract the contractor shall carry out the additional, altered or substituted item at the same rate.
- b) If the rate for additional altered or substituted item of work is not specified in the bill of quantities and rates in the contract, the contractor shall carry out the additional, altered or substituted item at the relevant rates in departmental schedule of rates of PWD prevalent at the time.
- c) If the rate for additional, altered or substituted item of work cannot be determined in the manner specified in a) & b) above than the contractor will be paid at such fair and reasonable rate as worked out by the Executive Engineer based on material, labour etc. required for the item and allowing 10% to cover profits and overhead charges.

The measurement and valuation in respect of the contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not so stated then within six months of the completion of the contract works as defined in clause.

19. **UNFIXED MATERIALS NOT TO BE TAKEN IN TO ACCOUNT FOR**

VALUATION OF WORK. Value of the unfixed / unutilized / defective materials will not be taken into account for valuation of work executed and advance for materials will not be paid to the contractor against the cost of material brought h to site.

20. **REMOVAL OF IMPROPER WORK.** The Executive Engineer 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.

21. **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 Executive Engineer 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 in the contract document. The contractor shall thereupon and forthwith begin the works 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 endeavor to follow the targets. Any backlogs due to unforeseen should be made good in following week.

22. **CERTIFICATE OF VIRTUAL COMPLETION.**

On completion of works the contractor shall remove the site all surplus materials, debris, construction waste materials etc. out of the Institute campus or dump it and level at the places indicated by the Institute at his own cost, remove the scaffoldings and dismantle any sheds he may have constructed clean the site of all dirt, oil, paints spotting, mortar spellings etc. wash the area and hand over the site clean and free from any encumbrances. The date of completion will be considered as the day on which he hands over the site as mentioned above and not when he completes the civil works. The works shall not be considered as completed until the Executive Engineer has certified in writing that they have been virtually completed after taking over the site and the defects liability period of 12 months shall commence only from the date of such certificate. The completion certificate shall indicate a) date of completion b) the defects if any to be rectified by the contractor c) items for which part payment shall be made at reduced rates if the contractor fails to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of work, the Institute may at the expense of the contractor fulfill such requirements and dispose of all the surplus materials, scaffolding materials and rubbish etc. in the manner as it thinks fit and contractor shall have no claim whatsoever in respect of such materials and will be liable to pay the amount towards expenditure incurred by the owner.

23. **DAMAGES FOR NON-COMPLETION.** If the Contractor fails to complete the work and clear the site and hand it over to the Institute before the contract or the extended date(s)/period(s) of completion, he shall without prejudice to any other right or remedy of the Institute on account of such breach, pay as compensation the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Institute may deduct such damages from any money due to the contractor under this or any other contract with the Institute. The Institute may also take any or all of the following actions without assigning any reason viz. I) The Institute may remove the tenderer from its list and may debar him from participating in any further tender floated by the Institute for a particular or indefinite period. II) The Institute can terminate the contract and direct the contractor to vacate the site and get the balance work executed through any other agency and can recover the differential amount from the selected tenderer up to the quantity shown in the original schedule of works put to tender. III) The Institute can make recoveries in addition to liquidate damages from any of the amount payable to the contractor of such percentage of value of unfinished work at the time of expiry of the completion period as may be decided by the Institute subject to maximum of 10% of the above value.

24. A. **DELAY AND EXTENSION OF TIME.** The work contract allotted to any Contractor shall be required to be completed within the time so stipulated. **The time Schedule given to the contractor is required to be and is essence of this contract.** In case the contractor desires any extension of time due to any unavoidable circumstances beyond his control he should immediately bring it to the notice of the Executive Engineer in writing. It is explicitly made clear that labour unrest or financial difficulties shall not be considered as reasons beyond the control of the contractor. The Institute is free to take appropriate decision and on such terms and conditions it may so impose on the Contractor in case any request in writing is made for extension of time and the conditions so imposed by the Institute shall be final and binding on the contractor. The condition may include penalty compensation interest payment etc.

If in the opinion of the Executive Engineer the works be delayed

- a) by force major or
- b) by reasons or any exceptionally incitement weather or
- c) by reasons of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the contractor's own default or

- d) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building traders or
- e) In consequence of the contractor not having received in due time necessary instruction from the Architect/Institute for which he shall have specifically applied in writing.
- f) Any other reason which in the absolute discretion of the Executive Engineer is beyond the contractor's control the Executive Engineer may make a fair and reasonable extension of time for completion of the individual items or groups of items of works to keep the contract active recommendations / Decision of the Executive Engineer to grant such extension. If any with or without levy of compensation shall be final and binding on the contractor.

B. ACTION FOR DELAY IN COMPLETION OF WORK

- I) The Institute will issue work order to the selected tenderer and the conditions of the contract would come in force immediately and would be binding on the Institute and on the selected tenderer.
- II) Time taken in postal transit will be assumed to be four days and work order would be deemed to have been received by the selected tenderer by allowing the time taken in postal transit.
- III) If the tenderer fails to complete the work within the time limit mentioned in the Institute will be free to take any or all of the following actions without assigning any reason.
 - a) The Institute can remove the name of selected tenderer from the its list and can debar him from participating in any tender floated by the Institute either for an indefinite period or for a particular period.
 - b) The Institute can make recoveries from any amount payable to the selected tenderer on such percentage of the value of unfinished work at the expiry of the said time as may be decided by it.
 - c) The Institute can direct the selected tenderer to vacate the site and can get the balance work executed at the tenderer's risk and cost.

25. VIRTUAL COMPLETION, DEFECTS LIABILITY PERIOD AND DEFECTS AFTER COMPLETION.

The contractor will be responsible to submit a completion certificate as soon as the work is completed in all respects as per the terms and specification laid down in the contract or might have been modified during execution by mutual agreement in writing. This will be verified by the Executive Engineer after considering the retention of money towards shrinkage etc. & final payment shall be allowed. The defects liability period will be of 12 (Twelve) calendar months from the date of completion as mentioned in the completion certificate issued by the Executive Engineer. Any defects or other faults which shall appear within the "Defects Liability Period", and which are due to materials and workmanship not being in accordance with this contract shall be verified by the Executive Engineer in schedule of defects which he shall deliver to the contractor no later than 14 days after the expiration of the said defect liability period. The Contractor shall be making good all the defects and faults specified by removing, rectifying and or reconstructing within a reasonable time after receipt of such schedule of defects and other faults entirely at his own cost and expenses notwithstanding that the same may have been in advertently passed, certified, and paid for. The Executive Engineer may also whenever he considers it necessary so to do issue instructions requiring any defect or other fault which shall appear during the construction or reconstruction or within the defects liability period which is due to materials and workmanship not in accordance with this contract to be made good by removing, rectifying and or reconstructing and the contractor shall within a reasonable time after receipt of instructions comply with the same entirely at his own cost and expenses notwithstanding that the same may have been made good he shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purposes of this contract to have taken place on the day named in such certificates. In

the event of the contractor failing to rectify the defects within the period as specified by the Executive Engineer in the notice issued the Institute may rectify or remove or reconstruct or re-execute the work by other means at the risk and cost of the contractor and all damages loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Institute or may be deducted by the Institute from the money due to the contractor under this or any other contract between the contractor and the Institute with a liberty to claim the balance amount if any, by resorting to means available under the provision of law. If any defective work has been done or defective materials supplied by any subcontractor employed on the works by the contractor, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this clause. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Executive Engineer of any certificate or passing of any accounts.

26. **CERTIFICATES AND PAYMENTS.** The contractor shall be paid by the owner from time to time by installments. The contractor has to submit a related measurement sheet in implicate on 15th and 30th of every month for the works completed till 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 NITIE'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 Executive Engineer 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 Executive Engineer shall of itself be conclusive evidence that any works or materials to which it related are in accordance with the contract Executive Engineer 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. Executive Engineer 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 the contractor.

27. **SECURITY DEPOSIT AND RETENTION MONEY.** The contractor shall deposit during the course of work, a sum equal to ten percentage of the value of works executed as security for due fulfillment of the contract. The security deposit will be made of initial contract Deposit and retention amount retained from R A bills of the contractor. The mode of making this deposit is as under:

Initial deposit or contract deposit: This will be in following manner.

- a) Earnest money deposit equal to amount as specified in the notice inviting tender to be paid in cash or as demand draft in name of Institute at the time of submission of Tender. On issue of the work order, the EMD of the contract who has been awarded the work will be treated as a part of ICD.
- b) The Contractor will have to deposit within fifteen days of receipt by the contractor of intimation in writing of acceptance of tender (i.e. work order) issued by the Institute an additional sum towards the initial contract deposit (ICD) such that the

total amount deposited towards the ICD including the EMD will be equal to 5% of the contract amount (i.e. the awarded cost of work).

28. **RETENTION AMOUNT.** In addition to ICD an amount equal to 10% of value of the RA bill certified will be retained from each RA bill. This amount retained will be treated as a part of the Security Deposit. This amount retained from RA bill together with ICD made as aforesaid shall not exceed in the aggregate 10 (ten) percentage of the value of work carried out in such cases excess will not be refunded back to the contractor and it will not bear any interest.

The total amount so withheld from the contractor shall be termed as retention amount and shall be retained till the end of defects liability period in order to safeguard against the defects and pending claims if any against the contractor. This retention amount may be released to the contractor if he/she submit Fixed Deposit Receipt (FDR) of equal amount in favour of Director, NITIE for the entire period of defect liability.

However if in the opinion of the Executive Engineer that in order to safeguard against the defects and pending claims if any against the contractor . It is necessary to retain more than the amount retained as retention money, the said shall be done after giving due notice to the contractor in writing specifying the reasons thereof. All compensation or other sums of money payable by the contractor under the terms of this contract and or any other contract whatsoever may be deducted from this security deposit or from any other security deposits held under other contracts with the Institute or any other sums which may be due or become due to the contractor by the Institute on any account whatsoever. In event of his security deposit/retention money being reduce by reasons of any such deductions the contractor shall within 7 (seven) days of receipt of notice of demand from the Executive Engineer make good the defect. On satisfactory expiry of the defects liability period or on payment of the final bill payable in accordance with of clause 26 whichever is later the Institute on demand from the contractor refund to him the remain portion of the security deposit/retention money provided that the Executive Engineer is satisfied that there is nor demand outstanding against the contractor under this contract or any other contract.

29. **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 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.

30. **INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY.**

The contractor shall be responsible for all injury to persons, animals or things & for all structural & decorative damage to the property which may arise from the operation or neglect of himself or of any contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. This clause shall be held to include any damage to the buildings immediately adjacent to or otherwise & any damage caused to the bldg. works forming the subject of this contract by flooding, frost or other inclemency of weather. The contractor shall indemnify the owner & hold him harmless in respect of all &any expenses arising from any such injury or damage under the act of Govt. or otherwise & also in respect of any award of compensation or damages consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned herein to the entire satisfactions of the owner so as to deliver up the whole of the contract work complete in every respect & so as to make good or otherwise satisfy all claims for damage to the property of third parties. The contractor shall indemnify the owner against all claims which may be made against the owner by any member of the public or other third party in respect of anything which may arise in respect of the woks or in sequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the owner & contractor against such risks & deposit such policy or policies with the

owner from time to time during the currency of this contract. The contractor shall similarly indemnify the owner against all claims which may be made upon the owner whether under the workmen's compensation act or any other status in force during the currency of this contract or at common law in respect of any employee of the contractor or any subcontractor and shall at his own expense effect and maintain, until the virtual completion of the contract with an approved office a policy of insurance in the name of the Owner & Contractor against such risks & deposit such policy or policies with the owner from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to & also for all other damages to any property arising out of & incidental to the negligent or defective carrying out of this contract. He shall also indemnify the owner in respect of any costs, charges or expenses arising out of any claim or proceedings & also in respect of any award or compensation of damage arising therefrom. The owner shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges & expenses arising or accruing from or in respect of any such claim or damage from any sums due or to become due to the contractor.

31. **FIRE INSURANCE.** The contractor shall at the time of signing the contract insure the works & keep them insured until the virtual completion of the contract against loss or damage by fire with approved Govt. Insurance Co. in the joint names of the owner & contractor (the name of the former being placed first if called in the Policy) for the full amount of contract and for any further sum if required to do so by the owner the premium of such further sum being allowed to the contractor as an authorized extra. Such policy shall cover the property of the owner only, fees by for assessing the claim & in connection with his services generally therein & shall not cover any property of the contractor or of any subcontractor or employee. The contractor shall deposit the policy and receipt for the premises with the owner within twenty one days from the date of signing the contract unless otherwise instructed by the owner. In default of the contractor insuring as provided above the owner may so insure and may deduct the premium paid from any money due or which may become due to the contractor.

32. **TERMINATION OF CONTRACT BY OWNER.**

If the contractor being an individual or a firm commit any "Act of Insolvency". 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 winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Executive Engineer that he is able to carry out and fulfill the contract and give security therefore, if so required by the owner.

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.

Or shall assign or sublet this contract without the consent in writing of the Institute first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.

Or if the owner is satisfied that the contractor 1) has abandoned the contract or 2) has failed to commence the works or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Executive Engineer written notice to proceed 3) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Executive Engineer under these conditions. 4) 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 Executive Engineer instructions to the contrary sub let any part of the contract.

Often and any of the said cases the Institute may notwithstanding any previous waiver after giving seven days notice in writing to the contractor terminate the contract forthwith. The

obligations and liabilities of the contract the whole of which shall be so 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 realised after adjusting the expenses so incurred in subject thereof. The Executive Engineer 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 Executive Engineer shall be final and conclusive between the parties.

33. **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 fulfill the contract an 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 with clause 17 hereof .

ADHERENCE TO LABOUR LAWS

- a) The Contractor shall obtain a valid license under the Contract LABOUR (R & A) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the panel provisions of the Contract arising out of the resultant non-execution of the work.
- b) The Contractor shall not employ in connection with Work any persons who is below eighteen years of age. Contractor shall employ labour in sufficient numbers to maintain the required rates of progress and quality to the satisfaction of the Engineer -In- charge.
- c) The Contractor shall comply with or cause to be complied with the Contractors Labour Regulations in regard to all matters provided therein and shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations as appended which shall also include the provisions of the

contract labour(Regulations and Abolition) Act 1970 and Contract labour (Regulations & Abolition) Central Rules 1971 wherever applicable.

SPECIAL CONDITIONS OF CONTRACT

- 1) The entire work shall be carried out under the supervision of the staff person employed by NITIE.
- 2) The contractor shall take into consideration the relevant standard Specifications of PWD, or ISI coded required for the above referred work and entire work shall be carried out as per the relevant standard specifications or PWD or ISI codes and byelaws and to the satisfaction of the Executive Engineer or his representative.
- 3) The necessary arrangement for water electricity for the purpose of execution of this contract shall be made by the contractors without any additional cost. If the same is supplied by the Institute the cost of supply of water and electricity will be deducted from the contractor's running bill (water charge will be 1% of the cost of water consuming items and electricity at the rate of Rs.13.50 per unit of consumption) The contractor has to submit separate applications for getting above facilities from NITIE.
- 4) NITIE shall not supply cement to the contractor at NITIE stores and the contractor will have to make their own arrangement to get the cement issued from the go-down, load transport to the site of work and unload the same at their own cost and expenses. The contractors should make their own arrangement to store the cement at their site or work. The contractor will not be allowed to take surplus cement out of NITIE campus and will have to return the same to NITIE go-down at his own cost. Empty cement bags will be property of the contractor.
- 5) The items involving hidden measurement should be executed only after specific approval obtained in writing from the Institute Authorized representative. On confirmation to execute such items the agency has to submit the detailed measurements with locations and then only the work to be executed. If the agency fails to submit such detailed measurements before executing the item, decision of the Institute 's Authorized representative will be final & binding on the contractor.
- 6) No work shall be carried out on the Institute holidays (including Sat/Sun & other holidays) The work shall be executed during working hrs. of Institute on working days only. For execution of works on holidays/beyond office hrs. specific approval should be obtained by the agency. The permission will be given at the discretion of the Institute Authority. No request for extension of time on this issue will be entertained.
- 7) Earnest money deposit may be accepted by the Institute also in form of fixed deposit receipt in favour of the Institute.
- 8) All the works are to be carried out as per relevant IS specifications/PWD red book specifications or as per instructions issued from time to time by Executive Engineer or his authorized representative. The work is to be carried out as per specific requirement.

The tender for the work shall remain open for a period of 180 days from the date of opening of tender. The Institute shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any tendered withdrawn his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department and to forfeit the whole of the earnest money if the tenderer whose tender is accepted fails to commence the work specified in the NITIE (along with changes in the scope, if any) within fifteen days of issue of work order or abandons the work before its completion.

GENERAL SPECIFICATION

NOTE: The construction work shall generally include the work as per general specification hereunder and as mentioned in the schedule of quantities and rates of this contract but necessarily limited to the same. The general specification may or may not contain the description of some or all the items in the schedule of quantities and rates of this contract. However, the work must be executed as per the standard specifications of PWD as mentioned in their red book and as per relevant Indian standard specifications. The contractor shall execute all incidental works necessary for due execution and completion of work item.

The description given in schedule of items bill of quantities is a brief description and may not cover the entire description of the work item. For detail specifications refer the standard specifications of PWD /CPWD. The relevant item Nos. and codes of the items have been given in the schedule of items/ bill of quantities. The work must confirm to the standard specifications as mentioned above A copy of the standard specification is available for reference in the Estate department of NITIE.

APPENDIX

1. Defect liability period - 12 months from actual date of completion
2. Date of commencement - From the date of dispatch of work order + (plus) Four days' postal transit time / From the date of issue of written order.
3. Period of Completion - Four Months.
4. Date of completion - The day after the period of completion from date of commencement of work.
5. Date of submission of the bill by detailed Contractor - Last working day of every month with measurements.
6. Value of Interim certificate - 25% of the work order amount
7. Period of Final Measurement and Valuation - Three months from date of completion
8. Agreed Liquidated Damages - Rs. 1000/- per day for delay in the work maximum up to 10% of contract amount or actual value of work completed whichever is more.

LIST OF APPROVED MATERIALS & SPECIALIZED AGENCIES**Note :**

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications, as well as full details of the works executed by the specialized agency, as specified.
2. Wherever applicable, the engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction.
3. Unless otherwise specified, the brand / make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work.
4. In case of non availability of the brand specified in the contract the Contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non-availability of the specified brand. The necessary cost adjustments on account of above change shall be made for the material.
5. Only C class TATA make pipes shall be used in G.I. Piping work in case of non availability the Contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non – availability, the necessary cost adjustments on account of above change shall be made for the material.

A. MATERIALS:

1.	CEMENT	<ul style="list-style-type: none"> • Ultratech • A.C.C. • GUJARAT AMBUJA • BIRLA VASVADATTA • GRASIM • CCI
2.	WHITE CEMENT	<ul style="list-style-type: none"> • J.K. • BIRLA
3.	CHLORPYRIPHOS	<ul style="list-style-type: none"> • DE NOCIL • AIMCO
4.	READY MIX CONCRETE	<ul style="list-style-type: none"> • A.C.C. • ULTRATECH • UNITECH • RMC • TARMAC • GODREJ • ALCON
5.	SUPER PLASTICIZERS	<ul style="list-style-type: none"> • MC BAUCHEMIE • SIKA FOSROC • MBT • ASIAN LABORATORIES.
6.	WATERPROOFING COMPOUND (LIQUID)	<ul style="list-style-type: none"> • PIDIPROOF LW • STRUCO EXCEL • CICO • FOSROC
7.	GALVANISING	<ul style="list-style-type: none"> • JENCO • STEELLITE • KARAMTARA • ENGINEERING PRIVATE LIMITED
8	REINFORCEMENT STEEL	<ul style="list-style-type: none"> • TISCO • SAIL • RINL

		<ul style="list-style-type: none"> • IISCO
9	STRUCTURAL STEEL	<ul style="list-style-type: none"> • TISCO • SAIL • RINL • JINDAL
10	COLOURED / WHITE GLAZED CERAMIC TILES	<ul style="list-style-type: none"> • H & R JOHNSON. • KAJARIA • BELL
11	CERAMIC TILES	<ul style="list-style-type: none"> • KAJARIA • H & R JOHNSON. • BELL CERAMIC • NITCO
12	VITRIFIED CERAMIC TILES	<ul style="list-style-type: none"> • MARBONITE OF H. & R. JOHNSON • DIAMOND OF NAVEEN • ASIAN • NITCO
13	POLYMER MODIFIED CEMENTATIONS GROUT	<ul style="list-style-type: none"> • BAL ENDURA • FOSROC
14	GLASS MOSAIC TILES	<ul style="list-style-type: none"> • BISSAZZA
15	HARDENERS	<ul style="list-style-type: none"> • IRONITE • FERROK • HARDONATE
16	CONCRETE BLOCKS	<ul style="list-style-type: none"> • CON WOOD • GURJARI • HINDUSTAN • LOK GROUP • M/S SAI BLOCKS • M/S VED PMC LTD.
17	GLASS BRICKS / BLOCKS	<ul style="list-style-type: none"> • PITTSBURG CORNING • FIDENZA VETROARREDO
18	FLUSH DOORS	<ul style="list-style-type: none"> • KUTTY FLUSH DOORS AND FURNITURE CO. PVT. LTD. • ANCHOR • KANARA WOOD AND PLYWOOD INDUSTRIES LTD
19	FRD SHUTTERS	<ul style="list-style-type: none"> • KUTTY • KANARA WOOD AND PLYWOOD INDUSTRIES LTD. • SUKRI

		<ul style="list-style-type: none"> • ANCHOR
20	NATURAL WOOD VEENERS	<ul style="list-style-type: none"> • ANCHID • ANCHOR • DURIAN • KANARA WOOD AND PLYWOOD INDUSTRIES LTD. • IMPORTED • GARNET
21	PLYWOOD (Conforming to IS:710)	<ul style="list-style-type: none"> • ARCHID • KITPLY • GREEN PLY • CENTURY • KANARA WOOD AND PLYWOOD INDUSTRIES LTD. • GARNET
22	MELAMINE POLISH	<ul style="list-style-type: none"> • ASIAN PAINTS MELAMYNE GOLD • WUDFIN OF PIDILITE INDUSTRIES • TIMBERTONE OF ICI DULUX
23	ANTI STATIC HIGH-PRESSURE LAMINATE	<ul style="list-style-type: none"> • FORMICA • BAKELITE HYLAM
24	HIGH PRESSURE LAMINATES	<ul style="list-style-type: none"> • MERINO • GREENLAM • DECOLAM • CENTURY • FORMICA • ANCHOR
25	ROLLING SHUTTERS & GRILLS	<ul style="list-style-type: none"> • STANDARD • SWASTIK • SHUBDHWAR
26	BALL BEARING HINGES	<ul style="list-style-type: none"> • JJ (MPORTED) FROM SHALIMAR OR EQUIVALENT APPROVED BRAND • MAGNUM • DORMA • HAFELE • NEKI
27	STAINLESS STEEL SCREWS (unless otherwise specified)	<ul style="list-style-type: none"> • KUNDAN • ARROW
28	ALUMINIUM EXTRUSIONS	<ul style="list-style-type: none"> • HINDALCO • INDALCO

		<ul style="list-style-type: none"> • JINDAL
29	HARDWARE & BRASSWARE	<ul style="list-style-type: none"> • SHALIMAR • INDO-BASS • AMARBHOY DOSSAJI • EARL BIHARI • MAGNUM
30	ANNEALED FLOAT GLASS	<ul style="list-style-type: none"> • ST. GOBAIN • MODIGUARD • HINDUSTAN PILKINGTON
31	FIRE-RATED GLASS (HALF HOUR FIRE RATING) TRANSPARENT CLEAR WIRED GLASS	<ul style="list-style-type: none"> • PYROSHIELD OF PILKINGTON OR EQUIVALENT • SCHOTT • FERILITE
32	SYNTHETIC ENAMEL PAINTS	<ul style="list-style-type: none"> • ICI • ASIAN PAINTS • BERGER PAINTS
33	EPOXY PRIMER AND PAINTS	<ul style="list-style-type: none"> • BERGER PAINTS • ASIAN PAINTS
34	GYPSUM BOARD	<ul style="list-style-type: none"> • INDIA GYPSUM • BORAL
35	G I PIPE	<ul style="list-style-type: none"> • TATA • ZENITH • JINDAL
36	COPPER PIES	<ul style="list-style-type: none"> • IBPL • RAJCO • ABC
37	CALCIUM SILICATE BOARD FOR FRD SHUTTERS	<ul style="list-style-type: none"> • PROMATECT-H OF PROMAT • PROMINA • SUPALUX • MASTER BOARD • STARPAN • HILUX
38	INTUMESCENT STRIP FOR FRD SHUTTERS	<ul style="list-style-type: none"> • PROMAT • PEMKO • INTUMEX • ASTOFLAME

39	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND MINERAL FIBRE TILES	<ul style="list-style-type: none"> • ARMSTRONG • USG
40	CALSIUM SILICATE BOARD FOR FALSE CEILING	<ul style="list-style-type: none"> • HILUX • STARPANE
41	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID FOR CALCIUM SILICATE BOARD	<ul style="list-style-type: none"> • HUNTER DOUGLAS • INTERARCH • LAXMI
42	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND ALUMINIUM PANELS	<ul style="list-style-type: none"> • HUNTER DOUGLAS • INTERARCH
43	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND GYPSUM BOARD	<ul style="list-style-type: none"> • INDIA GYPSUM • BORAL
44	CEMENT CONCRETE PAVER TILES AND BLOCKS	<ul style="list-style-type: none"> • SUPER TILES AND MARBLES PVT. LTD. • NITCO TILES LIMITED • CEMENTILE INDUSTRIES
45	STEEL FRD SHUTTER	<ul style="list-style-type: none"> • SUKRI • SHAKTI • GODREJ • GLOBAL
46	STUD ANCHORS (HEAVY)	<ul style="list-style-type: none"> • HILTI • FISSURE
47	STUD ANCHORS	<ul style="list-style-type: none"> • ARROW • SHAKTI
48	CI COVERS	<ul style="list-style-type: none"> • NECO
49	C. I. PIPES	<ul style="list-style-type: none"> • ELECTROSPUN • KESORAM
50	SPUN PIPES	<ul style="list-style-type: none"> • NECO
51	SANITARY APPLIANCES	<ul style="list-style-type: none"> • PARRYWARE • HINDWARE
52	SANITARY FITTINGS	<ul style="list-style-type: none"> • JAQUAR • AQUAPLUS • ESS ESS
53	STAINLESS STEEL DOOR HANDLES LOCK AND FITTINGS	<ul style="list-style-type: none"> • DORMA

		<ul style="list-style-type: none"> • HAFELE • NEKI • UNION
54	FLOOR SPRINGS, DOOR CLOSERS, PANIC BARS	<ul style="list-style-type: none"> • DORMA • HAFELE • SEVAX
55	CUPBOARDS LOCKS	<ul style="list-style-type: none"> • EBCO • GODREJE • EARL BIHARI
56	FLOOR STOPPER	<ul style="list-style-type: none"> • DORMA • HAFELE • NEKI • MAGNUM
57	ROLLED HOLLOW SECTIONS, M.S. TUBES, M.S. PLATES	<ul style="list-style-type: none"> • TISCO • SAIL • RINL • JINDAL • LOYAD
58	TEXTURE PAINTS	<ul style="list-style-type: none"> • HERITAGE, • ACROTEX • NAVAIR, • SPECTRUM
59	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND ACOUSTICAL TILES	<ul style="list-style-type: none"> • ARMSTRONG • USG • ECOPHON
60	EPOXY PAINTS ON CONCRETE	<ul style="list-style-type: none"> • TUFF COAT • ASIAN PAINTS • BERGER PAINTS • SHALIMAR
61	METALIC PAINT	<ul style="list-style-type: none"> • ASIAN PAINTS • BERGER PAINTS • ICI
62	FIRE RATED PAINTS	<ul style="list-style-type: none"> • ASIAN PAINTS • BERGER PAINTS • SHALIMAR

B. SPECIALISED AGENCIES:

1.	ROCK ANCHORS	<ul style="list-style-type: none"> • FRESSINET • BBR
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		<ul style="list-style-type: none"> • VSL • DBM GEOTECHNICS & CONST. PVT. LTD. • M/S PARESH CONSTRUCTION & FOUNDATION PVT. LTD • M/S DYNAMIC • PRESTRESS
2.	ANTI-TERMITE TREATMENT	<ul style="list-style-type: none"> • PCI OR EQUIVALENT
3.	WATERPROOFING WORK	<ul style="list-style-type: none"> • LIKPROOF INDIA PVT. LTD. • MODERN WATERPOOFING CO. • OVERSEAS WATERPROOFING CORPORATION • INDIA WATERPROOFING CO. • NINA INDUSTRIES
4.	STRUCTURAL GLAZING	<ul style="list-style-type: none"> • ALUMA YER INDIA PVT. LTD • ALUPLEX INDIA PVT. LTD. • ALKARMA PVT. LTD • PERMESTILISA INDIA PVT. LTD. • SP FABRICATORS PVT. LTD. • GLASS WALL SYSTEM • AHLCON INDIA PVT. LTD.
5.	ACCESS FLOOR SYSTEM	<ul style="list-style-type: none"> • KINGSPAN (HEWETSON) • DONN OF USG • TYCO INDUSTRIES
6	FALSE CEILING SYSTEM	<ul style="list-style-type: none"> • ARMSTRONG • HUNTER DOUGLAS • INDIA GYPSUM
7	PLUMBING SANITARY WORKS	<ul style="list-style-type: none"> • NAGARWALLA ENGINEERING COMPANY PVT. LIMITED • SHREE KHODIYAR SANITATION • D. S. GUPTA

* Wherever grouting is specified for waterproofing treatment, the grouting shall be done using non-shrink polymeric waterproofing grouting compound

* The contractor shall arrange and provide at the site of work all the equipment's for field testing as required like balances, sieves, slump cone, dial gauges, compression testing machines (still the samples shall be tested in an independent laboratory as approved by the Engineer-in Charge), graduated measuring cylinders, steel tapes, venire calipers,

micrometer screw gauges, plumb bobs, spirit levels, Schmidt rebound hammer, total station survey equipment, magnifying glass, screw drivers, plastic bags for samples, etc.

- * Allowing establishing the site laboratory by the contractor shall not absolve the contractor from fulfilling the criteria of getting the tests done in an independent laboratory. The decision of the Engineer-in Charge of allowing any test in the site laboratory or any other laboratory shall be final and binding on the contractor and no claim of any kind whatsoever shall be entertained from the contractor on this account.
- * Even if the certain items of work are carried out by the specialised contractors, the responsibility for the work shall however rest with the contractor only.
- * Unless otherwise specified for the item, the maximum water cement ratio for any grade of concrete shall not be more than 0.5. The contractor shall within 15 days of issue of letter for commencement of the work, submit the mix design for various grades of concrete along with 7 days crushing strength reports and within 40 days submit 28 days crushing strength reports, for the samples for the mix, Nothing extra shall be payable on account of admixing any chemical admixture for achieving any characteristic for the concrete. Concreting shall be commenced only after the approval of the mix design by the Engineer-in-Charge.
- * Wherever required the M.S. inserts shall be provided during the casting of RCC / PCC. The payment of providing and fixing inserts shall be made under item no. 6.3. However contractor shall have to bear all the incidental costs and expenses on this account.
- * As far as possible the contractor shall plan that the concreting is carried out during day shift.
- * Stainless pins & cramps and expansion hold fasteners for fixing dry granite stone cladding shall be of stainless steel grade 304 of Arrow or Shakti make.
- * The water repellent coating on the RCC and the granite stone slab shall be applied using low-pressure sprays equipment (3-10kg/sqm) or brush applied. Care shall however be taken that the rebound losses are minimum and the material is not wasted on this account.
- * The contractor shall produce cash voucher and the certificate from the plywood / door shutter manufacturer (including the fire resistant door shutters) for the kiln seasoning, chemical impregnation, glue usage (as specified), fire retardant chemical impregnation etc. otherwise the material shall not be accepted.
- * Timber tone melamine coating of ICI dulux.

E-TENDER
(FINANCIAL BID)

Name of Work: - Renovation of Bathroom's at Kshipra Building

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Note: Below Schedule is for reference purpose only, the EXCEL (.xls) form are available on e-Tender website, vendors need to download and upload the filled price bid form online on e-Tender website.

(i) To be submitted by 11.00 hours on dated 30th September, 2022

Issued to:

Signature officer issuing the documents.....

Designation.....

Date of issue.....

NITIE MUMBAI

SCHEDULE

Name of work: Renovation of Bathroom's at Kshipra Building.

Note : Below Schedule is for reference purpose only , the EXCEL (.xls) form are available on e-Tender website , vendors need to download and upload the filled price bid form online on e-Tender website.

Sr. no.	Description of Items	Qty.	Unit	Rate	Amount
1	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area 3 sq. metres and below	48.00	Nos.	340.17	16,328.36
2	Dismantling of flushing cistern of all types (C.I./PVC/Vitrious China) including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead.	16.00	Nos.	836.78	13,388.50
3	Removing urinal pans or wash hand basins with frame including disconnecting the sanitary and water supply connections, removing the same carefully and stacking the serviceable materials as and where directed including throwing the unserviceable materials outside etc complete	16.00	Nos.	111.51	1,784.16
4	Dismantling 15 to 40 mm dia G.I. pipe including plumbing fittings and fixtures and stacking of dismantled materials (within 50 metres lead) as per direction of Engineer-in-Charge. Internal Work- Exposed on wall	130.00	m	3.20	416.37
5	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	10.00	cum	1,908.72	19,087.18
6	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	112.00	sqmt	50.63	5,670.25

7	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	145.00	sqmt	67.99	9,858.54
8	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer-inCharge.	16.00	Nos.	124.40	1,990.47
9	Removing brick bat coba including stacking the spoils as directed with all leads, lifts etc, complete.	12.00	cum	738.44	8,861.33
10	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	1.70	cum	9,314.45	15,834.56
11	Brick work 7 cm thick with common burnt clay F.P.S. (non modular) brick of class designation 7.5 in cement mortar 1:3 (1 cement : 3 coarse sand) in superstructure above plinth level and upto floor five level.	27.00	sqmt	920.56	24,855.14
12	Providing and laying water proofing treatment in sunken portion of WCs, bathroom etc., by applying cement slurry mixed with water proofing cement compound consisting of applying : a. First layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/ sqm. This layer will be allowed to air cure for 4 hours.	90.00	sqmt	580.56	52,249.96
	b. Second layer of slurry of cement @ 0.242 kg/sqm mixed with water proofing cement compound @ 0.126 kg/sqm. This layer will be allowed to air cure for 4 hours followed with water curing for 48 hours. The rate includes preparation of surface, treatment and sealing of all joints, corners, junctions of pipes and masonry with polymer mixed slurry.				

13	Providing water proof bedding for flooring of Bath and WC 50 mm thick in C.M. 1:3 including using approved water proofing compound in specified proportion as per manufacturers specifications for per bag of cement including leveling, curing and covering 10 years guarantee on court fee stamp paper of Rs.500/- including ponding test etc. complete.	48.00	sqmt	993.68	47,696.54
14	Providing waterproofing in W.C. and bath including brick bat coba in all position including providing and laying 12mm bedding in cement mortar 1:3 on vergin concrete slab with waterproofing compound @ 1Kilogram/per bag of cement laying brick bat coba of required thickness in cm 1:5 with waterproofing compound 1 Kilogram/bag of cement grouting and finishing the top layer with 20mm thick brick bedding in cm mortar 1:3 with waterproofing compound 1 Kilogram/per bag of cement and testing the treated portion for 48 hours by pond test and covering ten years' guarantee on requisite stamp paper including curing etc. complete.	12.00	cum	7,320.01	87,840.14
15	Providing water proof plaster for wall of Bath and WC 25 mm thick in C.M. 1:3 including using approved water proofing compound in specified proportion as per manufacturers specifications for per bag of cement including leveling, curing and covering 10 years guarantee on court fee stamp paper of Rs.500/- including ponding test etc. complete.	105.00	sqmt	496.84	52,168.10
16	6 mm cement plaster of mix : 1:3 (1 cement : 3 fine sand)	245.00	sqmt	284.38	69,672.51
17	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc. 20 mm nominal dia Pipes	140.00	m	577.35	80,829.32

18	<p>Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work</p> <p>32 mm nominal dia Pipes</p>	80.00	m	488.91	39,112.74
19	<p>Providing and fixing black kadappa stone as shelves 25mm. thick machine polished, extending the polish upto 20 cm width on lowerside, rounding corners, laying in position jointing with bedding cement mortar 1:4 proportion curing etc etc. complete.</p>	8.00	sqmt	1,463.26	11,706.07
20	<p>Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.</p> <p>Granite stone slab colour black, Cherry/Ruby red</p> <p>Area of slab upto 0.50 sqm</p>	20.00	sqmt	5,258.65	1,05,173.07
21	<p>Extra for providing opening of required size & shape for wash basin/ kitchen sink in kitchen platform, vanity counter and similar location in marble/ Granite/ stone work, including necessary holes for pillar taps etc. including moulding, rubbing and polishing of cut edges etc. complete.</p>	32.00	Nos.	908.20	29,062.37
22	<p>Providing & fixing 2" dia PVC waste pipe upto the nahani trap from the basins including all necessary fittings & fixtures, cutting chases and making good the walls, floor etc. all complete as directed.</p>	70.00	m	322.00	22,540.00
23	<p>Providing & fixing 4 way nahani trap and connecting upto the outer side of the wall including necessary fittings and fixtures all complete as directed.</p>	16.00	Nos.	935.00	14,960.00

24	<p>Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joint with white cement & matching pigments etc. complete.</p> <p>Size of Tile 600x600 mm</p>	375.00	sqmt	1,648.05	6,18,019.76
25	<p>Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.</p> <p>Glazed Vitrified tiles Matt/Antiskid finish of size</p> <p>Size of Tile 600 x 600 mm</p>	48.00	sqmt	1,473.36	70,721.18
26	<p>Providing and fixing ½” dia. concealed CP brass stop cock of Jaquar (continental series) or equivalent including necessary fittings and fixtures etc. complete as directed.</p>	16.00	Nos.	1,200.00	19,200.00
27	<p>Providing and fixing hot and cold 4-way bath divertor Jaquar make quality etc. complete as directed.</p>	16.00	Nos.	6,500.00	1,04,000.00
28	<p>Providing and fixing ½” dia. CP brass bath spout with wall flange of Jaquar or equivalent including necessary fittings and fixtures etc. complete as directed.</p>	16.00	Nos.	1,200.00	19,200.00
29	<p>Providing and fixing rotating type CP brass overhead shower rose 120 mm dia alongwith shower arm including necessary bend and socket etc. complete.</p>	16.00	Nos.	4,000.00	64,000.00
30	<p>Providing & fixing concealed push type flush valve of Jaguar make alongwith necessary knob etc. all as directed.</p>	16.00	Nos.	4,300.00	68,800.00

31	Providing and fixing wall hung WC with normal closing seat cover of Jaquar (Continental series), including necessary fittings and fixtures etc. complete FLS-WHT-5953UF or equivalent	16.00	Nos.	16,675.00	2,66,800.00
32	Providing and fixing ½” dia. CP brass 2 way bibcock of Jaquar (continental series) or equivalent including necessary fittings and fixtures etc. complete as directed.	16.00	Nos.	1,200.00	19,200.00
33	Providing and fixing heavy duty health faucet with 1 metre long easy flex tube in chrome finish and wall hook for western type water closets.	16.00	Nos.	1,200.00	19,200.00
34	Providing and fixing white glazed earthenware under counter wash hand basin of Jaquar (Continental series CNS-WHT-701 or likewise), including waste coupling, bottle trap all of Jaguar make. Approx. size of basin (480x365x205 mm)	16.00	Nos.	6,332.00	1,01,312.00
35	Providing and fixing white glazed wall hung wash hand basin of Jaquar (Continental series CNS-WHT-801 or likewise), including brackets, waste coupling, bottle trap all of Jaguar make. Approx. size of basin (550x400x195 mm)	16.00	Nos.	6,069.00	97,104.00
36	Providing and fixing ½” dia. CP brass pillar cock of Jaquar (continental series) or equivalent including necessary fittings and fixtures etc. complete as directed.	32.00	Nos.	1,200.00	38,400.00
37	Providing and fixing ½” dia. CP brass angular cock of Jaquar (continental series) or equivalent including necessary fittings and fixtures etc. complete as directed.	64.00	Nos.	1,200.00	76,800.00
38	Providing and fixing soap dish & holder of Jaquar continental series with all necessary fittings etc. all complete as directed by Engineer Incharge.	32.00	Nos.	900.00	28,800.00
39	Providing & fixing round towel ring with round flange model no-CAN-1121N of Jaguar or equivalent make with necessary screws etc. complete as per directions of Engineer In Charge	32.00	Nos.	948.10	30,339.20
40	Providing & fixing 5 hook peg of stainless steel in each bathroom including stainless steel screws and all necessary fittings & fixtures, etc. all complete as directed by the engineer in-charge.	16.00	Nos.	536.00	8,576.00

41	Providing and fixing uplasticised PVC connection pipe with brass unions : 45 cm length 15 mm nominal bore	64.00	Nos.	95.75	6,127.86
42	Providing and fixing in position powder coated aluminium louvered windows / ventilator of various sizes with powder coating as per detailed drawing and specifications including aluminium frames 80 x 38 mm x 1.22 mm box type, 5 mm thick sheet glass louvers, of approved quality etc. complete.	6.00	sqmt	3,849.57	23,097.44
43	Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour. One coat	48.00	sqmt	87.66	4,207.51
44	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge. Note - item to be applicable in urban areas having directions for restricted hours for movement/ plying of load carrying motor vehicle of 3.5 cum or more.	50.00	cum	462.22	23,110.95
				Total (Inclusive of all taxes)	₹ 24,38,102

We hereby ready to execute the work _____% (In words _____)

ABOVE / BELOW / AT PAR on the estimate cost put to Tender.

Total Tender Amount quoted after considering the percentage in Figures Rs. _____

Total Tender Amount quoted after considering the percentage in Words Rs. _____

Date: - _____

CONTRACTOR

EXECUTIVE ENGINEER