



भारतीय भूचुंबकत्व संस्थान

INDIAN INSTITUTE OF GEOMAGNETISM

(विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार के अंतर्गत, स्वायत्त अनुसंधान संस्थान)

प्लॉट नं. 5, सेक्टर 18, कलंबोली हाईवे के पास, न्यू पनवेल, नवी मुंबई- 410 218।

(An Autonomous Scientific Research Organization under the Department of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai- 410 218.

निविदा आमंत्रण सूचना (एनआईटी) / Notice Inviting Tender (NIT)

भा.भू.सं. के पनवेल एवं कोलाबा परिसरों तथा बेलपुर के स्टाफ क्वार्टरों में आवासीक तथा अनावासीक भवनों की मरम्मत और रखरखाव का कार्य के लिए वार्षिक दर अनुबंध - 2023-24 के दौरान / Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campus & Staff Quarters at Belapur during 2023-24.

निविदा संदर्भ/ Tender Ref No. IIG/EM/Civil/2023/09

दिनांक/Dated: 02.06.2023

‘भा.भू.सं. के पनवेल परिसर तथा बेलपुर के स्टाफ क्वार्टरों में आवासीक तथा अनावासीक भवनों की मरम्मत और रखरखाव का कार्य के लिए वार्षिक दर अनुबंध - 2023-24 के दौरान’ के लिए समान किस्म के कार्य में अनुभव रखने वाले पात्र तथा स्थापित ठेकेदारों या संघटनों से अलग-अलग दो बोली प्रणाली अर्थात् तकनीकी तथा वाणिज्यिक बोली मुहरबंद सीलबंद मद दर निविदा आमंत्रित की जाती हैं।

Sealed Percentage Rate tenders for Annual Rate Contract are invited in two bid system viz. Technical and Commercial bid separately from eligible and established contractors or Consortium having experience in carrying out similar nature of works for the proposed work of “Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campus & Staff Quarters at Belapur during 2023-24.”

अनुमानित लागत (लाखों में) Estimated Cost (In Lakhs)	बयाना जमा राशि EMD	निविदा प्रस्तुत करने की आखरी तारीख तथा समय Last date and time of receipt of Tender	निविदा की वैधता Validity of Tender
₹./Rs. 20.00 /-	₹./Rs. 40,000/-	23.06.2023 11.30 Hrs	120 दिन/days

अधिक जानकारी के लिए इच्छुक पार्टियां कृपया www.iigm.res.in या www.eprocure.gov.in पर लॉग ऑन करें।

Interested parties may please log on to www.iigm.res.in or www.eprocure.gov.in for further details.

निविदा दस्तावेज डाक द्वारा जारी नहीं किया जाएगा। / The tender document shall not be issued by post.

निविदा प्रस्तुत से पूर्व बैठक: 12.06.2023 को 14:30 बजे बैठक कक्ष नं. 104, भा.भू.सं. पहली मंजिल, प्लॉट नं. 05, सेक्टर - 18, न्यू पनवेल, नवी मुंबई - 410 218. / Pre-bid meeting: At 14:30 Hrs on 12.06.2023 in the Meeting room no: 104, 1st floor at IIG, Plot no.05, Sector:18, New Panvel, Navi Mumbai - 410 218.

निदेशक, भा.भू.सं. को बिना कोई कारण बताए किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार है।

The Director, IIG reserves the right to reject any or all the tenders without assigning any reason.

रजिस्ट्रार/Registrar

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INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Scientific Research Organization

under the Dept. of Science and Technology, Govt. of India)

Plot No.5, Sector18, Near Kalamboli Highway, New Panvel, Navi Mumbai - 410 218.

Tender Notice

Tender Notice No: IIG/EM/Civil/2023/09

Date: 02.06.2023

Sealed Annual Rate Contract tenders are invited in two bid system viz. Technical and Commercial bid separately from eligible and established contractors having experience in carrying out similar nature of works for the work of **“Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campuses & Staff Quarters at Belapur during 2023-24.”**

The tender document can be obtained by downloading from <http://www.iigm.res.in> or <http://www.eprocure.gov.in>. The tender document shall not be issued by post. The Tender document shall be issued free of cost. Tender Documents can be downloaded from IIG website. The details are given below:

Sr. No.	Name of Service/Work	“Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campuses & Staff Quarters at Belapur during 2023-24.”
1.	Estimated Cost	20,00,000/- (Rupees Twenty Lakhs Only) Approx.
2.	Tenure of Work	12 months
3.	Earnest Money Deposit	40,000/- (Rupees Twenty Thousand Only) (The agency has to fill the form in the prescribed format on their letter head as per Annexure A)
4.	Performance Security	Rs. 60,000/- (Rupees Sixty Thousand Only) (Non- interest bearing) in the form of Fixed Deposit Receipt, Demand Draft or Banker's Cheque in favor of Indian Institute of Geomagnetism, New Panvel, Navi Mumbai.

5.	Date of Sale of Tender	The agency has to download the copies of technical bid and financial bid from the eprocure.gov.in or iigm.res.in . No form/hard copies of the same will be issued.
6.	Pre-Bid Meeting	12.06.2023 at 14:30 hrs at IIG, New Panvel.
7.	Last Date of Submission of Tender	23.06.2023 at 11:30Hrs. to the Office of Registrar, Indian Institute of Geomagnetism, plot no: 5, Sector-18, Kalamboli Highway, New Panvel (W), Navi Mumbai – 410218.
8.	Opening of Technical Bid	23.06.2023 at 12:30 hrs. at Indian Institute of Geomagnetism, plot no:5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai or may be conveyed to the participants if the schedule Date is hampered due to unavoidable circumstances.
9.	Opening of Financial Bid	The Financial bid of the qualified bidder will be opened at Indian Institute of Geomagnetism, plot no: 5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai. The date for opening of financial bid of the qualified bidder will be conveyed in due course to all the technically Qualified bidders.
10.	Signing of contract	Within three days after letter of acceptance.

SALE OF TENDER DOCUMENT:

Tender documents will remain available during the currency of tender by the last date of submission of tender i.e. 23.06.2023 by 11:30 hrs. on the website <http://www.iigm.res.in> and <http://www.eprocure.gov.in>. The agencies have to download and take printout copies of the Technical and Financial Bid on their own.

For other technical queries/ details please Contact Competent Authority, Indian Institute of Geomagnetism, plot no:-5,Sector 18,Kalamboli Highway, New Panvel (W) Navi Mumbai
Contact No:022-2748 4000/ 27484096/ 27484235.

GENERAL RULES AND DIRECTIONS

1. NIT & its contents: All works proposed for execution by contractor will be notified on the website: <http://www.iigm.res.in> or <http://www.eprocure.gov.in>.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings, schedule of quantities of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identifications by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. List of documents to be attached while submitting the bid:

1. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/ partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also
2. Self-attested copy of PAN No. card under Income Tax Act.
3. Self-attested copy of valid GST Registration Certificate.
4. Self-attested copy of Valid Registration No. of the Agency/Firm if;
5. Proof of Average Annual turnover for preceding 03 financial years supported by audited Balance Sheet. The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and Profit & Loss for the financial year 2019- 20, 2020-21, 2021-22 with copies of ITR forms duly self-attested.
6. Proof of experience supported by documents required from the organizations concerned during the last five years.
7. Satisfactory performance certificate/ work orders from the Government/ Semi-Government/ Public undertaking organizations/ Institutions where the bidder has executed and completed similar works (repairs and finishing works).
8. Tender documents duly signed and stamped on each pages.

3. The work order submitted by bidders in support of fulfilling eligibility criteria should indicate clearly–

- i.** Name of Work
- ii.** Value of Work
- iii.** Tenure of Work

Note: - Copies of work orders in respect of work/ Contracts which are not completed till the date of issue of NIT should not be submitted.

4. Bidders are requested to submit satisfactory work completion certificate in respect of each work order submitted in support of fulfilling eligibility criteria by them. The certificate should clearly indicate - name of work, value of work, tenure of work.

5. All documents submitted by the bidders should be serially numbered.

6. Signing of Tender and receipts for payments: In the event of the tender being submitted by a firm, it must be signed separately by each partner there of or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power- of- attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act-1952.

Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effect to all receipts for the firm.

7. Filling-up of tender: Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates, will be summarily rejected.

It will be obligatory on the part of the tenderer to sign all the pages of tender documents affixing his stamp. The tenders are to be on the prescribed form of the institute. All rates shall be quoted on the proper form of the tender alone. All corrections shall be attested by the dated initials of the tenderer. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

If it is found that the tender is not submitted in proper manner or contains too much corrections and/or absurd rates or amount, it would be open for the institute to take suitable disciplinary action against the Contractor.

8. Opening of tenders: The committee duly constituted by the authorities will open tenders in the presence of any intending tenderer who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form.

9. The Institute's receipt for any money paid: The receipt of an accountant or clerk for any money paid by the tenderer will not be considered as any acknowledgment of payment to the officer inviting tender and the tenderer shall be responsible for seeing the procures a receipt signed by the officer inviting tender or a duly authorized cashier.

10. Signing of Memorandum & Schedule of Materials: The memorandum of work tendered for and the schedule of materials to be supplied by the contractor shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

11. The tendering firm/agency/contractor has to carefully assess the scope of work with specific reference and understand the details of the work to be executed. The Tenderer may, at their own interest and cost, may visit the IIG, New Panvel where the work has to be executed. For any clarification (s) as to the tender/scope of work or inspection of the campuses/premises, the prospective bidders may contact **Competent Authority, Indian Institute of Geomagnetism, plot no:-5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai** with prior appointment on any working day between **10.00 am to 4.00 p.m.**

12. The contract shall normally be awarded for a period of one year from the date of Award of Work order (AoC) or any shorter period that may be decided by the Director, IIG, New Panvel. The Contract will be strictly monitored as per Scope of work given in Annexure-II in respect of minimum standard defined in the said Annexure. In case any shortcomings or deficiencies are noticed during the contract period or any other contractual dispute, the contract can be terminated by giving one month notice in advance. The decision of the Director, IIG, New Panvel in this regard shall be final and binding.

13. No advance payment will be made to the contractor in any circumstances by IIG, New Panvel. Running payment shall be made on the basis of service rendered by the contractor at site as per terms and conditions of contract. The payment will be made on actual quantity measured at site.

14. If the contract is terminated on the grounds of violation of conditions of contract or deficiencies during of its tenure including extended tenure, if any, the Director, IIG, New Panvel shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any will be borne by the firm/ agency/ contractor.

15. Declaration by tenderer: The tenderer shall sign a declaration under the Official Secret Act-1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

16. Guidelines for quoting the rates: All rates shall be quoted on the prescribed tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words "Rs." should be written before the figures of rupees and word "P" after the decimal figures, e.g. "Rs. 2.15 P". and in case of words, the word, "Rupees" should precede and the word "Paise" should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably, be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

17. Quoted rates to include all taxes: GST tax, Purchase tax or any other tax on materials in respect of this contract, including state Sales tax and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and institute will not entertain any claim whatsoever in respect of the same. As per the directives of the Sales Tax Authorities, the tax due at the rates notified by the State from time to time shall be deducted from the bills payable to the Contractors by the Institute, and TDS certificate shall be issued for such deductions by the Institute.

18. Filling-up of Financial Bid:

Financial Bid: This tender is Uniform Percentage rate tender. Schedule of items is divided into two sections viz. Part-A contains items of works and Part-B contains supply of materials. The tenderer is required to quote his most reasonable percentage above/below the estimated rates/cost as mentioned in the financial bid, both in figure and words which is uniformly applicable to both Part-A and Part-B.

19. The bidder needs to quote over all percentage (in figure and words) on the schedule of rates. The percentage (above or below) quoted by the bidder shall be fixed for the period of the contract and no request for any change/ modification shall be entertained before expiry of the period of the contract. The quoted percentage shall be applicable to rates of all items in the schedule including extra item, which may be executed in the future during currency of the tender.

20. Action in case of unrealistic rates: In the case of any tender where unit rate of any item (s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

21. Furnishing of PG & SD on acceptance of Tender:

The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 3% of the tendered amount within 3 days from date of acceptance of tender. This guarantee shall be in the form of The Institute's cash receipt (in case guarantee amount is less than Rs.10,000/-

- i) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is equal to or greater than Rs. 10,000/- and is less than Rs.1,00,000/-) or The Institute Securities/ Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.
- ii) The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 2.5 % of the tendered value of the work. The security deposit will be collected by deduction from the running bills of the contractors at the rates mentioned above and EMD deposited at the time of

tender, will be treated as a part of the security deposit. The security amount will also be accepted, in cash or in the shape of The Institute Securities. Fixed Deposit Receipt (FDR) of a Scheduled bank will also be accepted for this purpose, provided confirmatory advice is enclosed.

22. Contractor to depute his representative at site:

The successful tenderer for the work should have responsible and responsive officer with adequate powers to take speedy decisions during the entire period of execution at the Workplace. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Competent Authority, shall be communicated in writing to the Competent Authority.

23. Witnessing of a tender: The opening of tender for the work may be witnessed by a contractor or contractors, who himself/ themselves has/ have tendered or his duly authorized representative. In absence of any representative from the bidder the Institute will open the tender on the scheduled date and time.

24. List of works in hand: The contractor shall submit list of works which are in hand/ in progress in the following form:

Name of work	Name & address of the establishment under whom the work is being executed	Value of the work	Completion time as per the contract	Position of the works in progress	Remarks
1	2	3	4	5	6

25. ELIGIBILITY OF BIDDER:

- 1) The invitation for Bid is open to firms / organizations / contractor / agencies of repute who possess minimum 5 years' experience in the civil and allied works with any Central, State, public undertakings, Autonomous Institutes / Institutes or organizations of repute.
- 2) The bidder shall submit all the requisite documents to make them eligible as specified under General rules and direction (2). List of documents to be attached while submitting the bid.
- 3) The established and registered contractor or Consortium can bid for the contract. The Consortium should bound by proper partnership deed and copy of MOU/deed between the partners / firms should be notarized and should be enclosed with the tender document(Technical bid)

- 4) The individual firm of the consortium should possess independent valid license/ authorized dealership license for doing this particular work. The individual firms of the Consortium should also have valid Provident fund Account No. with proof of copies of last three months challan, Proof of holding the GST Number, PAN/TAN, and Professional Tax Number etc.
- 5) The contractor or individual firms of the consortium should have successfully completed works during the last 5.0 years as specified below.
- a) Three similar completed works costing not less than the amount equal to Rs.6,00,000/-
OR
 - b) Two similar completed works, costing not less than the amount equal to Rs.12,00,000/-
OR
 - c) One similar completed of aggregate cost not less than the amount equal to Rs.16,00,000/-
- 6) The firm's average annual financial turnover during the last 3 years, ending 31st March 2023 should be at least 101 % of the estimated cost. The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and Profit & Loss for last three financial years.

Note: - The bidders are requested to provide following information regarding documents submitted by them in support of fulfilling eligibility criteria in the following format on separate sheet.

(A) Work order Details

Sr. No.	Name of the Institution Issuing work order	Contract Period(Indicating day-month-year)	Value of Contract (Rs.)
		FROM	TO
1			
2			
3			

(B) Work Completion Certificates

Sr. No.	Name of the Institution Issuing work order	Contract Period(Indicating day-month-year)	Value of Contract (Rs.)
		FROM	TO
1			

2			
3			

26. Submission of Tender & Opening:

Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Tenders must be properly sealed in envelope, addressed to the Registrar, IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai having clearly super scribed tender for the work of **“Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campuses & Staff Quarters at Belapur during 2023-24.”**

Tender Notice No. IIG/EM/Civil/2023/09, dated 02.06.2023 and Last date of Submission of Tender 23.06.2023 by 11:30 Hrs. and should dropped in “Tender Box” kept at security Gate, IIG, Plot no. 05, Sector 18, New Panvel, Navi Mumbai on or before the due date & time of submission of bid.

The tender is to be on printed letter head which should consist of PAN number of the firm, service tax registration number etc. The acceptance of the tender rests with the Director, IIG with a right to reject any or all tender without assigning any reason.

27. Sealing & Marking of Bid

The Bid should be submitted in three Envelopes as mentioned below:-

i.Envelope-A (Duly sealed): Should contain–Tender document each page duly signed and seal and other documents, certificates, balance sheet, bank details and any other certificates as required for fulfilling the eligibility criteria of bidder etc., required to submit as mentioned in this tender document.

ii.Envelope-B (Duly sealed): Should contain Financial Bid in standard format as per format only giving the unit price and amount against each item with grand total at the end in figures and in words on Firm’s Letter-Head.

All the above two envelopes viz. ‘A’ and ‘B’ should be put in a big envelope. If the outer envelope is not sealed and marked as above, Institute will assume no responsibility for the misplacement or premature opening of Bid.

All the envelopes shall be addressed to Registrar, IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai

All the envelopes should be mentioned the following details:

Bid for:

Bid Reference No:-

**Last Date & time for Bid submission,
Opening and Name & Address of the Bidder.**

28. One Bid per Bidder.

Each bidder shall submit only one tender either by himself or as a partner in joint-venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or anyone of the members of the consortium submit more than one bid, the bids are liable to be rejected.

29. Site Visit.

The bidders are encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering into a contract for execution.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in general and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender or profit in case of successful bidder. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

CONDITIONS OF CONTRACT

DEFINITIONS:

1. The **‘Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of Indian Institute of Geomagnetism and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Competent Authority and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract the following expression, shall, unless the context otherwise requires, have the meanings here by respectively assigned to them.

- i. The expression **‘Works’** or ‘Work’ shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- ii. The **‘Site’** shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii. The **‘Contractor’** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv. The **“Competent Authority”** means suitable Committee / Director / Registrar as decided by “Director”, IIG. The technical requirement / technicalities arising during the implementation of work will be taken care by Competent Authority, IIG.
- v. **‘The Institute’** or ‘The Institute of India’ or IIG shall mean the Indian Institute of Geomagnetism, New Panvel, Navi Mumbai.
- vi. **‘Temporary Work’** means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
- vii. **‘Accepting authority’** shall mean the accepting authority of IIG.
- viii. **Excepted Risk** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of The Institute , damages from aircraft, Pandemic / Epidemic situation, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority

or causes solely due to use or occupation by The Institute of the part of the works in respect of which a certificate of completion has been issued.

- ix. **Market Rate** shall be the rate as decided by the Competent Authority on the basis of the cost of materials and labour at the site following the CPWD norms in his regard/ as per General conditions of contracts.
- x. The Institute means “The Indian Institute of Geomagnetism” or any of its Unit (s) of The Institute of India which invites tenders on behalf of Director, IIG.
- xi. District Specifications means the specifications followed by the State in the area where the work is to be executed.
- xii. **Tendered value** means the value of the entire work as stipulated in the letter of award.

3. Scope and Performance: Where the contexts or requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice-versa.

4. Headings to these General/ Special Clauses of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of quantities and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

5. Signing of Contract:

The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 03rd day from the stipulated date of start of the work, sign the contract consisting of: The notice inviting tender, technical and financial bids, minutes of pre-bid meeting etc. all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. No payment for the work done will be made unless contract is signed by the contractor.

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

6. Standards of Performance

The Service Provider shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management. The Service Provider shall always act, in respect of any matter relating to this Contract, faithfully, and shall, at all times, support and safe guard the Client's legitimate interests in any dealings with Third Parties.

7. Use of Contract Documents and Information

a) The Service Provider shall not, without the institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the institute in connection there with, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

b) The Service Provider shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.

c) Any document, other than the Contract itself shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Service Provider's performance under the Contract, if so required by the Client.

8. Applicable Law:

The contract shall be interpreted in accordance with the Indian laws.

9. Confidentiality

a) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract, Client's business or operations without the prior written consent of the Client.

b) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the logo of the Client except and to the extent authorized by client.

c) The Service Provider and their personnel shall not misuse or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.

I) No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, adviser or the employees engaged by a party with equal force.

II) "Restricted information" categories under Section19 of the Atomic Energy Act,1962 And "Official Secrets" under Section5 of the Official Secrets Act, 1923:

Any contravention of the above-mentioned provision by any contractor, sub- contractor, consultant, adviser or the employees of a contractor will invite penal consequences under the aforesaid legislation.

10. FRAUD AND CORRUPT PRACTICES

i. The Company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the institute may reject an Application without being liable in any manner whatsoever to the Company if it determines that the Company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

ii. Without prejudice to the rights of the Institute under Clause i hereinabove, if accompany is found by the institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the institute during a period of two years from the date such company is found by the institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii. For the purposes of this Clause-i, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. Indemnities

The Contractor shall at all times hold the Institute harmless and keep indemnified against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the Institute, its officers, and employees and forthwith upon demand and without protest or demur to pay to the Institute any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Institute may now or at anytime have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Contractor shall reimburse the Institute or pay to the Institute forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be against the Institute arising out of or incidental to or in connection with the operation covered the contract. The Contractor shall at his own cost at the Institute's request defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Institute.

12. SUMMARYTERMINATIONOFCONTRACTDUETOSUBMISSIONOFFALSEDOCUMENTS:

Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, IIG shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to IIG under the contract such as forfeiture of Security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, IIG shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor /bidder shall be blacklisted for future business with IIG.

13. Commitments and Undertakings by the Bidder/Contractor

a. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- i. The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he/she is not legally entitled in order to obtain in exchange any advantage of any kind

Whatsoever during the tender process or during the execution of the contract.

- ii. The Bidder / Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

14. Language and Law

The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

15. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).Email communications are valid.

16. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

17. Payments for Variations

The contract is without any minimum quantum of assured work. No extra payment or rate will be entertained for any variation in work, without prior approval of employer. If there is delay from the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

18. Tax

The rates quoted by the Contractor and the tendered cost thereof shall be inclusive of all taxes, CGST, SGST and levies, freights etc. However, the contractor has to submit the R.A. bills showing the basic cost +tax components separately.

(Basic cost + CGST + SGST = total cost of work completed/ tendered cost of work)

19. Subsequent Legislation

If, after the date 21 days (Twenty one) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

20. Advance Payment

No advance payment shall be paid to the contractor in any circumstances under this contract.

CLAUSES OF CONTRACT

Performance Guarantee Clause 1

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Competent Authority up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Competent Authority. Deposit at Call receipt of any scheduled bank/ Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is equal to or greater than Rs.10,000 and is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Indian Institute of Geomagnetism to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that if the same is submitted by the agency on schedule format I as per GCC. If the same is submitted on the format II as per GCC then the performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(iii) The Competent Authority shall not make a claim under the performance guarantee except for amounts to which the Indian Institute of Geomagnetism is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described here in above, in which event the Competent Authority may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay Indian Institute of Geomagnetism any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Competent Authority. (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in

full and shall be absolutely at the disposal of the Indian Institute of Geomagnetism.

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (herein after called the contractor) shall permit Indian Institute of Geomagnetism at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Indian Institute of Geomagnetism by way of Security Deposit unless she/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Indian Institute of Geomagnetism as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Indian Institute of Geomagnetism to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Indian Institute of Geomagnetism on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the Competent Authority, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakhs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5. In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year-wise proportionately.

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

Note-2: Government Securities will include all forms of Securities mentioned in Rule No.274 of the

G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

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

Clause 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contractor justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Indian Institute of Geomagnetism on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

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

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

(iii) With maximum rate 2% (two percent) to 3% (three percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor, if scheduled completion of work is up to six months.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Competent Authority decides to give further extension of time allowing performance of

work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay. This is without prejudice to right of action by the Competent Authority under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. The amount of compensation may be adjusted or set-off against any sum pay able to the Contractor under this or any other contract with the Indian Institute of Geomagnetism. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, what so ever, shall be payable on such withheld amount.

Clause2 (A)

Compensation for Delay: For Maintenance Works estimated cost upto Rs. 30.0Lacs.

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Indian Institute of Geomagnetism on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work forever completed day/ month (as determined) that the work remains incomplete in the following manners.

- (i) If there is no hindrance, compensation shall be levied if work is incomplete.

(ii) If site is not available there will be no compensation.

(iii) If there is partial hindrance then Competent Authority will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis. Compensation for delay of work.

- a) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. If scheduled completion of work is more than one year.
- b) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. If scheduled completion of work is more than six month and up to one year.
- c) With rate 2% (two percent) to **3% (Three percent)** (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor if scheduled completion of work is upto six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion. This is without prejudice to right of action by the Competent Authority under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Indian Institute of Geomagnetism.

Clause3

When Contract can be Determined

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

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

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

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

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

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

(vi) If the contractor shall enter into a contract with Indian Institute of Geomagnetism in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Competent Authority.

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

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be

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

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

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

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of Labour on a piece-work basis or of Labour with materials not to be incorporated in the work, shall not be deemed to be sub letting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority. When the contractor has made himself liable for action under any of the cases aforesaid, the Competent Authority on behalf of the Indian Institute of Geomagnetism shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Competent Authority shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Indian Institute of Geomagnetism.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Competent Authority, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Competent Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE4

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

In any case in which any of the powers conferred upon the Competent Authority by Clause3thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Competent Authority putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Competent Authority which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Competent Authority all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Competent Authority, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Competent Authority may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Competent Authority as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Competent Authority, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Competent Authority and shall be absolutely at the disposal of the Indian Institute of Geomagnetism without prejudice to any other right or remedy available in law. 5.1 (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of Schedule of handing over of site as specified in the Schedule 'F'.

(a) Schedule of issue of drawings if applicable as specified in the Schedule 'F' the Contractor shall submit a Time and Progress Chart for each mile stone. The Competent Authority may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Competent Authority. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Competent Authority and the Contractor within the limitations of time imposed in the Contract documents.

In case of non-submission of work programme by the contractor the program approved by the Competent Authority shall be deemed to be final.

(i) The approval by the Competent Authority of such programme shall not relieve the contractor of any of the obligations under the contract.

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

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

- i. Force majeure, or
- ii. abnormally bad weather, or
- iii. Pandemic situation

Serious loss or damage by fire, or civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or delay on the part of other contractors or tradesmen engaged by Competent Authority in executing work not forming part of the Contract, or any other cause like above which, in the reasoned opinion of the Competent Authority is beyond the Contractor's control. Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Competent Authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Competent Authority to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

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

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause

5.2 the contractor shall be entitled to only extension of time and no damages.

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

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

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the milestones. Competent Authority shall finalize/ reschedule a particular milestone before taking an action against subsequent milestone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such

request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time Competent Authority after affording opportunity to the contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

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

Clause5A

For maintenance works estimated cost up to Rs.30 lakhs. Time is the essence of the contract

For Maintenance Works estimated cost up to Rs.30 Lacs. The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Competent Authority and shall be absolutely at the disposal of the Indian Institute of Geomagnetism without prejudice to any other right or remedy available in law.

Clause6

Computerized Measurement Book

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Competent Authority or his authorized representative as per interval or program fixed in consultation with Competent Authority or his authorized representative. After the necessary corrections made by the Competent Authority, the measurement sheets shall be returned to the contractor for incorporating the corrections and for re-submission to the Competent Authority for the dated signatures by the Competent Authority and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Competent Authority and / or his authorized representative. The contractor will, thereafter, incorporate such changes as maybe done during these checks/ test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Competent Authority and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier M B cancelled by the department. Thereafter, the M B shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, Labour and other things necessary for checking of measurements/levels by the Competent Authority or his representative.

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

The contractor shall give not less than seven days' notice to the Competent Authority or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/ or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Competent Authority or his authorized representative in

charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Competent Authority's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

Clause7

Payment on intermediate certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Competent Authority. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Competent Authority shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Competent Authority certifying the sum to which the contract or is considered entitled by way of interim payment at such rates as decided by the Competent Authority. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Competent Authority or his Representative together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Competent Authority, the period often working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled

work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Competent Authority relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Competent Authority under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

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

Payments in composite Contracts

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

Clause7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable is submitted by the contractor to the Competent Authority.

Clause8:

Completion Certificate

Clause 8 Within ten days of the completion of the work, the contractor shall give notice of such completion to the Competent Authority and within thirty days of the receipt of such notice, the Competent Authority shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Competent Authority. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Competent Authority may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause8A

Contractor to keep Site Clean

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

Clause 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded by the Competent Authority whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Competent Authority, will, as far as possible be made within three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Competent Authority or his authorized Representative, complete with account of materials issued by the Department and dismantled materials if any.

- (a) If the Tendered value of work is up to Rs.45 lac: 2 months
- (b) If the Tendered value of work is more than Rs.45 lac and up to Rs.2.5 Crore: 3 months
- (c) If the Tendered value of work exceeds Rs.2.5 Crore: 6months

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department. After prescribed time limit a simple interest @5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

Clause9A.

Payment of Contractor's Bills to Banks: N.A.

Clause10A.

Materials to be provided by the Contractor

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

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

issued after the test results are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Competent Authority. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Competent Authority may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Competent Authority and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contractor specifications. The Competent Authority or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Competent Authority shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Competent Authority shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

The Competent Authority shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Competent Authority may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Clause10B

Secured Advance on Materials: N.A.

Clause 10C: N.A.

Clause 10 CC: N.A.

Clause 10 D: N.A.

Clause11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner both as regards materials and other wise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Competent Authority and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

Clause12: Deviations/ Variations Extent and Pricing

The Competent Authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Competent Authority and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided there in and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as here after provided.

The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition /alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, Director, IIG shall have full power to approve the deviationbeyond1.50 times of tendered amount with recorded reason and take suitable corrective action.

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

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Competent Authority.

Deviation, Extra Items and Pricing

12.2 In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non- DSR items) shall be made as per the prevailing market rate.

Deviation, deviated Quantities, Pricing

12.3 In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Competent Authority shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

Clause13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work:

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Competent Authority shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Competent Authority for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water

storage tanks.

(ii) Indian Institute of Geomagnetism shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Indian Institute of Geomagnetism shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Indian Institute of Geomagnetism, cost of such materials as detailed by Competent Authority shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Competent Authority, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Indian Institute of Geomagnetism as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Competent Authority shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Indian Institute of Geomagnetism from the contractor under the terms of the contract. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Competent Authority may return the previous Performance Guarantee.

Clause 14

Carrying out part work at risk & cost of contractor:

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Competent Authority; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a

notice in writing is given in that behalf by the Competent Authority; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Competent Authority.

(iii) The Competent Authority without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Indian Institute of Geomagnetism, by a notice in writing to take the part work /part incomplete work of any item(s) out of his hands and shall have powers to: (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., there on; and / or (b) Carryout the part work/ part incomplete work of any item(s) by any means at the risk and cost of the contractor.

(iv) The Competent Authority shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Indian Institute of Geomagnetism because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Competent Authority as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Indian Institute of Geomagnetism in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Indian Institute of Geomagnetism as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Indian Institute of Geomagnetism in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Competent Authority shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if there after there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

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

Clause 15:

Suspension of Work:

(i) The contractor shall, on receipt of the order in writing of the Competent Authority ,(whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Competent Authority may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons: (a) on account of any default on the part of the contractor or; (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction

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

(iii) If the works or part thereof is suspended on the orders of the Competent Authority for more than three months at a time, except when suspension is ordered for reason (a) in sub-para.

(i) above, the contractor may after receipt of such order serve a written notice on the Competent Authority requiring permission within fifteen days from receipt by the Competent Authority of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Indian Institute of Geomagnetism or where it affects whole of the works, as an abandonment of the works by Indian Institute of Geomagnetism, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Competent Authority. In the event of the contractor treating the suspension as an abandonment of the contract by Indian Institute of Geomagnetism, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Competent Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2%

to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Competent Authority within 30 days of the expiry of the period of 3 months.

Clause 16.

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Competent Authority, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Competent Authority or his authorized subordinates in charge of the work or to the Authorized Representative of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs.10 Lac and below except road work) of the completion of the work from the Competent Authority specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case maybe, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Competent Authority in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default. In such case the Competent Authority may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Competent Authority to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause 17

Contractor Liable for Damages, defects during defect liability Period:

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Competent Authority as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Competent Authority cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time there after may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except roadwork) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of roadwork, if in the opinion of the Competent Authority, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

Clause 18

Contract or to Supply Tools & Plants etc.:

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Competent Authority as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the

work or materials. Failing his so doing, the same may be provided by the Competent Authority at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause18A

Recovery of Compensation paid to Workmen:

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

Clause 18B

Ensuring Payment and Amenities to Workers if Contract or fails:

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Indian Institute of Geomagnetism is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Indian Institute of Geomagnetism from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Indian Institute of Geomagnetism will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Indian Institute of Geomagnetism under sub- section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Indian Institute of Geomagnetism shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Indian Institute of Geomagnetism to the contractor whether under this contract or otherwise Indian Institute of Geomagnetism shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section(4) of Section 21, of the said Act, except on the written request of

the contractor and upon his giving to the Indian Institute of Geomagnetism full security for all costs for which Indian Institute of Geomagnetism might become liable in contesting such claim.

Clause19.

Labour Laws to be complied by the Contractor:

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contractor rising out of the resultant non-execution of the work.

Clause 19 A

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

Clause19B Payment of Wages:

(i) The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Indian Institute of Geomagnetism from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. The Competent Authority concerned shall have the right to deduct from the amount due to

the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Competent Authority shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Competent Authority concerned. In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162) MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(iii) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(iv) The contractor shall indemnify and keep indemnified Indian Institute of Geomagnetism against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(v) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(vi) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(vii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Competent Authority shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Contribution of EPF and ESI:

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

Clause 20**Minimum Wages Act to be complied with:**

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

Clause 21**Work not to be sublet. Action in case of insolvency:**

The contract shall not be assigned or sublet without the written approval of the Competent Authority. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Indian Institute of Geomagnetism in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Competent Authority on behalf of the Indian Institute of Geomagnetism shall have power to adopt the course specified in Clause 3 hereof in the interest of Indian Institute of Geomagnetism and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause22

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

Clause23 to 26: deleted**Clause 27 Lump sum Provisions in Tender:**

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

Clause28**Action where no Specifications are specified:**

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

Clause29**With holding and lien in respect of sum due from Contractor:**

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Competent Authority or the Institute shall be entitled to with hold and also have alien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Competent Authority or the Institute shall be entitled to with hold the security deposit, if any, furnished as the case may be and also have alien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Competent Authority or the Institute shall be entitled to with hold and have a lien to retain to the extent of such

claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time there after become payable to the contractor under the same contract or any other contract with the Competent Authority of the Indian Institute of Geomagnetism or any contracting person through the Competent Authority pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Competent Authority or Indian Institute of Geomagnetism will be kept withheld or retained as such by the Competent Authority or the Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Competent Authority or the Institute shall be entitled to with hold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) The Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Indian Institute of Geomagnetism to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Indian Institute of Geomagnetism to the contractor, without any interest there on whatsoever. Provided that the Indian Institute of Geomagnetism shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Competent Authority on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Competent Authority.

Clause29A

Lien in respect of claims in other Contracts:

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the

Competent Authority or the Indian Institute of Geomagnetism or any other contracting person or persons through Competent Authority against any claim of the Competent Authority or Indian Institute of Geomagnetism or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Competent Authority or the Indian Institute of Geomagnetism or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Competent Authority or the Indian Institute of Geomagnetism will be kept withheld or retained as such by the Competent Authority or the Indian Institute of Geomagnetism or till his claim arising out of the same contractor any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Clause30

Water for Works:

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Competent Authority (ii) The Competent Authority shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Competent Authority unsatisfactory.

Clause 31-32 deleted

Clause 33:

Levy/Taxes payable by Contractor:

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and the Institute shall not entertain any claim whatsoever in this respect except as provided under Clause 38 (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Indian Institute of Geomagnetism of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 34

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

- (i) All tendered rates shall be inclusive of any tax, GST, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on side, increase or decrease.
- (ii) Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.
- (iii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Indian Institute of Geomagnetism and/or the Competent Authority and shall also furnish such other information/document as the Competent Authority may require from time to time.
- (iv) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Competent Authority that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause35

Termination of Contract on death of contractor:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Competent Authority on behalf of the Indian Institute of Geomagnetism shall have the option of terminating the contract without levy compensation to the contractor.

Clause38

Theoretical consumption of Material:

- (i) After completion of the work and also at any intermediate stage in the event of No reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given here under:-
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption

of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Competent Authority.

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

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

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

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

Percentage Rate for Annual Rate Contract Tender

Tender/bid for the work of: 'Annual Rate Contract for Repair and Maintenance to Residential and Non-Residential Buildings at Panvel & Colaba Campus & Staff Quarters at Belapur during 2023-24.'

TENDER/BID

I/We have read and examined the notice inviting bid, schedule-A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract for CPWD Works (Maintenance) 2020 with up-to-date correction slips, clauses of contract, Special conditions, Schedule of rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for Indian Institute of Geomagnetism, New Panvel, Navi Mumbai within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract with amendments up to the last date of submission of bids and with such materials as are provided for, by, and in accordance with, such conditions of are as applicable.

We agree to keep the tender open for One hundred twenty **(120) days** from the actual date of opening and not to make any modification in its terms and conditions.

The proforma of EMD Declaration as per O.M. No. DG/CON/Misc./13 dated 23.11.2020 duly filled in and signed by the Authorized Signatory shall be submitted with the Technical bid. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Indian Institute of Geomagnetism or his successors, in office shall without prejudice to any other right or remedy, be at liberty to take appropriate action according to the Declaration. Further, if I/We fail to commence work as specified, I/We agree that Indian Institute of Geomagnetism or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.1 and 12.2 (as modified) of the Tender form.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in there-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/ have not been got executed through another agency on back-to-back basis. Further that, if such a violation comes to the notice of Institute, then/we shall be debarred for bidding in IIG in future forever. Also, if such a violation comes to the notice of the Institute before date of start of work, the Competent Authority shall be free to forfeit the entire amount of Performance Guarantee and I/we may be debarred from CPWD works forever.

I/We here-by 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 pre judicial to the safety of the State.

Dated**

Witness: **Postal Address**

Occupation: **

[**to be filled by contractor

Signature of contractor **Address: **

ACCEPTANCE OF IIG

The above tender (as modified by you as provided in the letters mentioned here under) is accepted by me for and on behalf of the Indian Institute of Geomagnetism for a sum of Rs.*..... (Rupees.....*).

The letters referred to below shall form part of this contract agreement: -

- (a).....*
- (b).....*
- (c).....*

**For & on behalf of Indian Institute of
Geomagnetism, New Panvel, Navi Mumbai**

Dated:

Signature
Designation.....

Form of Performance Guarantee/ Bank Guarantee Bond

In consideration of the Director, Indian Institute of Geomagnetism (hereinafter called "The Institute") having agreed under the terms and conditions of Letter of Intent / Agreement No..... dated.....made between and (Here in after called "the said Contractor{s}") . For the work of...(Hereinafter called "the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs.....(Rupeesonly), as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we.....(Indicate the name of the Bank)(here in after referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs.....(Rs.....only)on demand by the Institute.

We..... (indicate the name of Bank) do hereby undertake To pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said bank, further undertake to pay to the Institute any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Competent Authority on behalf of the Institute certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for anytime or from time to time any of the powers exercised by the Institute against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any for bearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to

sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We,(Indicate the name of Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Institute in writing.

8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupeesonly)and Unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed Dated the.....day of.....for.....
(Indicate the name of Bank)



TENDER ACCEPTANCE UNDERTAKING FOR EMD
(To be submitted on letter head of tenderer)

Date: _____

To,
The Director,
Indian Institute of Geomagnetism,
IIG, New Panvel,
Navi Mumbai- 410 210.

Tender Ref No: IIG/EM/Civil/2023/09

dated: 02.06.2023

Name of work: Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campus & Staff Quarters at Belapur during 2023-24."

Sir,

Whereas I, /wehave submitted bid for the work of

.....

I / We here by submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) It after opening of tender I/We with draw or modify my / our bid during the period of validity of tender (including extended validity period of tender) specified in the tender documents,
- 2) If after award of work I/we fail to sign the contractor to submit performance guarantee before the deadline defined in the tender documents

I we shall suspended for one year and shall not be eligible to bid for IIG tenders from the date of issue of suspension order.

Signature of contractor



AGREEMENT

This deed of agreement is made on this Two thousand and twenty one between through its having its registered office

_____.which expression shall include its successors/assignees herein after called the supplier of the one part

And

Indian Institute of Geomagnetism (IIG), an autonomous Institute under Dept. of science and Technology, Govt. of India having its registered office at Navi Mumbai at sector-18, Kalamboli highway, Navi Mumbai – 410218 represented by the Director, IIG on the second part.

WHEREAS, the second party published notice inviting tenders for of **“Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campus & Staff Quarters at Belapur during 2023-24.”**

AND whereas, the first party applied and offer edits offer in response of the notice of invitation for tender and the offer whereas, found acceptable by the second party who has issued Letter of acceptance/ Letter of Intent to the supplier on first part;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has-been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSED that:

1.Thefirstpartyshallabidebythegeneraltermsandconditionsaswellasthespecialtermsand conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.

2That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.

3. That the quantity variation in consumable items and non-consumable equipments / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as maybe mutually agreed up only the parties hereto.

4. That the upward price variation will not be acceptable (except increase in statutory compliances viz. Minimum wages, VDA, bonus etc.)to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central/State Government.

5. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative tools / equipments shall be provided

by the contractor in case of failure of any of the tools / equipments required for maintaining the awarded jobs.

6. That the notice inviting tender, tender form, technical bid, commercial bid to gather with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.

7. That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.

8. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits/Guarantee including Bank Guarantee.

9. That the first party/contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one-way or the other or any other unforeseen circumstances occurred or created on account of actions. Of the personnel of the contractor deployed at IIG. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital and recover the manpower cost together with damages as maybe occurred on actual basis.

INWITNESS whereof, the first party-contractor and through its authorized representative has herein to set his hands and authorized representative for and on behalf of the second party has hereinto this hands, executed and signed his deed in presence of.

First Party

Second Party

Witness: 1. _____

Witness: 1. _____

2. _____

2. _____

ACCEPTANCE OF AGREEMENT

I have read the General Conditions, Clauses of Contract, ~~Special Conditions~~, Additional Conditions, Scope of Work and 'List of Items based on Essentiality' for the contract given above and below. I agree to abide by them.

Signature of the Contractor and seal

Name of authorized person

Name of the firm

Date:

Address for correspondence

LETTER OF AUTHORIZATION

I, Mr. _____ Chairman / Managing Director /
President/Vice-President/General Manager here by certify and declare that
M/s. _____ having its registered office at _____
_____ is an organization dealing for
providing services of manpower which is meant for scientific use for research / diagnostic /
treatment and having business operations in India.

It is also certified that our representation and operations in India is done & executed by
M/s. _____ which is organization constituted under the
provisions of _____ and having their registered
office at _____ who has been fully authorized
by us to act as our representative in whole or part of India to deal, undertake, participate in
the business proceedings, quote rate for supply, installation, testing and commissioning, after
sales services of our products / equipments and their spare parts together with consumables
and procure purchase orders to pass to us on such rates and conditions as may be
negotiated by them for and on behalf of us.

The Indian agent M/s. _____ has also been authorized to
provide after sales services, supply spare parts and consumables on the authorized rates as
indicated in the price list of the company for the period of the
currency of warranty and annual maintenance contract thereafter for a period of 5 years. They have
also been authorized to negotiate the rate for allowing special discount to their search
institutes of India.

Signature

Name of authorized person for bidder with seal

Date:

(To be submitted on the letter head of the firm)

DECLARATION

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the IIG to accept /reject "the points of disagreements and proposed solution provided by us" would be final and binding.
- d) The signatory to this bid is authorized to sign such bids on behalf of the organization.
- e) It is certified that our firm has not been terminated/ black listed by any other Organization.
- f) We also agree that IIG can cancel the tender at any time without assigning any reason.

Signature of the

Contractor: Name:

Date:

Registration No.:

Place:

Full Address:

(To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of IIG)

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20between Indian Institute of Geomagnetism, represented through Registrar, IIG,

..... (Here in after referred as the (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)AND

..... (Name and Address of the Individual/ firm/ Company) through..... (Here in after referred to as the (Details

Of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble WHEREAS the Principal / Owner has floated the Tender (NIT No

.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) here in after referred to as the "Contract".

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

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

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

Article1: Commitment of the Principal/Owner:

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article2: Commitment of the Bidder(s)/ Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of

fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate /determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contractor has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corrupt.

Article5: Equal Treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors /sub-vendors.

2. The Principal/ Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged / determined by the Competent Authority, IIG.

Article7-OtherProvisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by are preventative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS: All rights and remedies of the parties hereto shall beinadditiontoalltheotherlegalrightsandremediesbelongingtosuchpartiesunderthe

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

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses: (For and on behalf of Principal/Owner)

WITNESSES:

1(signature, name and address)

2(signature, name and address)

Place:

Dated:

LIST OF APPROVED MAKES

Note:

1. The contractor shall obtain prior approval from the Competent Authority 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 specification as well as full details of the works executed by the specialized agencies, as specified.
2. Wherever applicable, the Competent Authority may obtain prior approval from T.S authority for 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 specification 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 contract or 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. The Competent Authority shall verify that manufacturers must have valid IS Certification as on date for materials wherever applicable.
 - a. The following brands shall be used if not otherwise mentioned in the items.

LIST OF APPROVED MATERIALS & SPECIALIZED AGENCIES

MATERIALS	APPROVED BRANDS
CEMENT	ULTRA TECH, A.C.C., GUJARAT AMBUJA,BIRLAVASVADATTA
WHITECEMENT	J.K.,BIRLA
READYMIXCONCRETE	A.C.C., ULTRA TECH,UNITECH, READY MIXINDIA(PVT.)LTD.,LAFARGE, GODREJ
NUTBOLTS,SCREWS	GVK, ATUL.
WATERPROOFINGCOMPOUND(LIQUID)	DOCTORFIXIT,STRUCEOEXCELPOLYGEL,A NUVI CHEMICALS BASF, PIDILITE, CICO,SIKA
REINFORCEMENTSTEEL	TISCO, SAIL, RINL, JINDAL STEEL & POWERLTD., JSW STEELLTD.
STRUCTURALSTEEL	TISCO, SAIL, RINL.
COLOUREDGLAZEDCERAMICTILES	H.&R.JOHNSON,KAJARIA,A SIANTILES
CERAMICTILES	KAJARIA,H. & R. JOHNSON, ASIAN TILES,NITCO,SOMANY,ORIENTBELL
VITRIFIED CERAMIC TILES (ANTI SKIDTILES)	H.&R.JOHNSON, KAJARIA,ASIAANTILES,NITCO,SOMANY,O RIENTBELL,SWASTIKTILES
HARDENERS	IRONITE,FERROK, HARDONATE.
AACBLOCKS	ULTRATECH,BILT,SIPOREX
FLUSHDOORS	ARCHID PLY, KANARA WOOD AND PLYWOODINDUSTRIES, KUTTY FLUSH DOORS,SWASTIK,DURO

NATURALWOODVEENERS	ARCHIDPLY, DURIAN KANARAWOODANDPLYWOODINDUSTRIESLTD.
PLYWOOD(CONFORMINGTOIS:710)	ARCHIDPLY,KITPLY,GREENPLY,CENTURY,K ANARA WOOD AND PLYWOOD INDUSTRIESLTD.

MELAMINEPOLISH	ASIAN PAINTS MELAMYNE GOLD, WUDFIN OFFIDILITEINDUSTRIES, TIMBERTONEOFICIDULUX
ANTI STATICHIGHPRESSURELAMINATE	FORMICA,BAKELITEHYLAM
HIGHPRESSURELAMINATES	MERINO, GREENLAM, DECOLAM, ARCHID PLYARCHIDLAM,CENTURY,FORMICA
ROLLINGSHUTTERS&GRILLS	STANDARD,SWASTIK,SHUBDHWAR
BALLBEARINGHINGESANDSPRINHI NGES	MAGNUM, DORMA, HAFELENEKI
STAINLESSSTEELSCREWS(UNLESSO THERWISESPECIFIED)	KUNDAN, ARROW
ALUMINIUMEXTRUSIONS	HINDALCO,INDALCO,JINDAL
HARDWARE&BRASSWARE	INDO-BRASS, AMARBHOY DOSSAJI,EARLBIHARI, MAGNUM,HETTICH
FLOATGLASS	ST.GOBAIN,MODIGUARD, ASAHI,PILKINGTON.
FIRE-RATEDGLASS (TWO HOUR FIRE RATING)TRANSPARENTCLEA RGLASS	PILKINGTON, SCHOTT,FERILITE,SAINT GOBIND
SYNTHETICENAMELPAINTS	ICI,NEROLAC,ASIANPAINTS, BERGERPAINTS
EPOXYPRIMERANDPAINTS	BERGERPAINTS,ICI,ASIANPAINTS
INTUMESCENTSTRIPFORFRDSSHUTTERS	PROMAT,PEMKO,INTUMEXA STOFLAME
CEMENTCONCRETEPAVERTILESANDB LOCKS	SUPERTILESANDMARBLESPVT.LTD, DURACRETE,NITCO,VYYARA
STEEL FRPSHUTTER	NAVAIR,GODREJ,BASICARCH
C.I.COVERS	NECO,BENGALIRONCORP,KAPILANSH
C.I. PIPES	ELECTROSPUN, BENGAL IRONCORPORATION,NECO, APILANSH
SANITARYFITTINGS	PARRYWARE,HINDWARE,CERA,NEYCER
WATERSUPPLYFITTINGS	KINGSTON,ESSESS,PRAYAG,JONHOSN
STAINLESSSTEELSECTIONS,DOORH ANDELS,LOCKSFITTINGS	DORMA,HAFELE,KICH
FLOORSRINGS,DOORCLOSERS,PANICB ARS	DORMA,HAFELE,KICH
CUPBOARDSLOCKS	EBCO,GODREJ,EARLBIHARI
FLOORSTOPPER	DORMA,HAFELE,KICH
RHS,M.S.TUBES,M.S.PLATES	TISCO,SAIL,RINL,JINDALL OYAD
EPOXYPAINTSONCONCRETE	TUFF COAT, ASIAN PAINTSBERGERPAINTS,SHA LIMAR
METALICPAINT	ASIANPAINTS,BERGERPAINTSI CI

FIRERATEDPAINTS	ASIAN PAINTS, BERGERPAINTSSHALIMAR
FLOORTILES(CHEQUERRED)(ISIMARKEDONLY)	SUPERTILES,HINDMOSAIC,VYAARATILES , ULTRA DESIGNER TILES,SHYAMTILES,SUPERTILES,HINDMOSAIC,VYAARATILES
C.P.BRASSBIBCOCK,PILLARCOCK,STOP COCKETC.(ISIMARKED/CONFIRMINGTOIS8 9311993ONLY)	ESS, JOHNSON,PARRYWAREKING STON,JAQUAR,MARC
C.P.BRASSTOWELRAIL	ESS,JOHNSON,KINGSTON,JAQUAR,MARC
P.V.C.FLUSHTANK(ISIMARKEDONLY)	COMMANDER,EIDPARRYWARE,HINDUSTAN,H INDWARE,NEYCER,CERA
KITCHEN SINK (STAINLESS STEEL)(ISIMARKEDONLY)(IS13983- 1994)	NIRALI,JAYNA,HINDWAREKINGSTON,BLUES TAR
G.I.PIPES(ISIMARKEDONLY)	ZENITH,TATA,JINDAL,ASIAN
PVCWATERSTORAGETANKS(ISIMARKEDONLY)	SINTEX,NATIONALPLASTIC,KAVERI,SINTEX,E LECTROPLAST,OREQUIVALENT
CENTRIFUGALLYCASTSPUNIRONPIPES(ISIMARKEDONLY)	NECO,KAPILANCE,BENGALIRONCORPORATION

UPVCRAINWATERPIPES(ISIMARKEDONLY)(IS:13592)	ASTRON FITTINGS (14375), FINOLEXSUPREME,PRINCE, ASTRON FITTINGS (14375),FINOLEX SUPREME, PRINCE
PUTTY(ISIMARKEDONLY)(IS:419)	JK/BIRLA
PTMTBALLCOCK(ISIMARKEDONLY)	PRAYAG,POLYTUF
PTMTACCESSORIES(ISIMARKEDONLY)	PRAYAG,POLYTUF
GATEVALVES(ISIMARKED)	ZOLOTO,LEADER, SANT
CPVCPIPES	ASTRAL,FLOWGAURD,ASHIRWAD
EXTERNALPREMIUM ACRYLICPAINT/ACRYLIC PAINT	APEXULTIMAOFASIANPAINTS, DULEXWEATHER SHIELDMAXOFICI DULEX, BERGER
ACRYLICPAINT	NITCO,ASIANPAINTS,BERGER
ANODISEDALUMINIUMDOORSFITTINGS(ISIMARKEDONLY)	CLASSIC/SHALIMAR/PRESTIGE
OILBOUNDWASHABLEDISTEMPER/ACRYLIC DISTEMPER	ASIANPAINT/BERGER/ICINEROLAC,DELUX
CEMENT PRIMER	ASIAN PAINT/BERGER/ICINEROLAC,
RED OXIDE /ZINC CHROMATE YELLOWPRIMER	ASIANPAINT/BERGER/ICINEROLAC,DELUX
PLASTICEMULSIONPAINT	ASIANPAINT/BERGER/ICINEROLAC,DELUX
SYNTHETICENAMELPAINT	ASIANPAINT/BERGER/ICINEROLAC,DELUX
PIGMENT	ASIAN PAINT/BERGER/ICINEROLAC,DELUX
PLASTEROFFPARIS	BIRLAOREQUIVALENT,NEROLAC,JK
EPOXYPAINT	ASIANPAINT,BERGER,ICINEROLAC,DULUX
PLASTICSEATWITHLIDFOREUROPEANW C	PARRYWARE, HINDWARE, SEABIRD, ORIENT(CORAL)
FRPSHUTTERS&FRAME	RAJASHREE,PLASTIWOODFIBREWAYS
READYMIXPLASTER	ULTRATECH,WALLPLAST, SKGCONSTN.CHEMICALPVT.LTD

RCCPIPES	INDIANHUMEPIPECO
GLASSMOAIC	ITALIA,PAVIT,BISSAZZA
FLOORTILES(MOSAIC)ISIMARKED	SHYAM TILES, SUPER TILES, HIND MOSAIC,VYAARATILES
C.P.BRASSSANITARYWARE FITTINGS	JAGUAR,MARC, ESS.
KITCHENSINK(FIRECLAY) (ISIMARKEDONLY)(IS771)	SUNFIRE,PADMANI,R.K.C.P.
C.I.PIPES(ISIMARKEDONLY)(IS:1536)	TRUFORMENGINEERS,NECO
D.I. PIPES	ELECTROSTEELCASTINGSLIMITED
OXIDISED M.S.DOORFITTINGS(ISIMARKED ONLY)	ASHISHOREQUIVALENT
BLACKENAMELLED M.S. HINGES(ISIMARKEDONLY)	ASHISHOREQUIVALENT
STEELDOOR/WINDOWFRAMES	AGEW, SENHARVIK, SHIVMULAR,STEELPLAST
MORTICELOCK(ISIMARKEDONLY)	GODREJ,HARRISON,DORSET
STEELSECTIONALWINDOWS/ VENTILATORS	AGEW, SENHARVIK, SHIVMULAR,STEELPLAST
ALUMINIUMEXTRUDED BODYDIESCASTD OORCLOSURES(ISI MARKEDONLY)(IS:3564)	HARDYWYN,EVERITE,OREQUIVALENT
STONEWAREPIPESGRADE-A(ISIMARKEDONLY)	SONYA,SUPERTECH,CHERRY
CENTRIFUGALLYCASTSOILPIPES(ISIMARKEDONLY)	NECO, BIC,OREQUIVALENT
STEEL SECTIONS LIKE ANGLES, TEES,CHANNELSETC(ISIMARKEDONLY) (IS: 2061)	ISIMARKED
STEEL TUBES FOR STRUCTURALPURPOSES(ISIMARKEDONLY) (IS:4923)	TATAOR EQUIVALENT

MANHOLECOVERS(ISIMARKED ONLY)(IS:1726)	NECOOREQUIVALENT
WATERPROOFINGCOMPOUND(ISI MARKEDONLY)	FOSROC,PIDILITE,CICO,SAPSEAL,STRUCCO
FACTORYMADECONCRETEBLOCKS	SABAR,VEDPMC
G.I.FITTINGS	R.BRAND,DRP
CLAMPSFORPIPES	CHILLY
M.S.ROLLINGSHUTTERS	SONAAHMEDABAD
PVC SHUTTERS&FRAME	RAJASHREEPLASTIWOOD
PVCRIGIDPIPES	DUKE,SUPREME,PRINCE,
ACRYLICPOLYMERFORBOND COATANDPOLYMERMODIFIEDMORTAR	ANUVI CHEMICAL, SUNANDA SPECIALTYCOATING PVT.LTD, SKGCONSTN.CHEMICALPVT.LTD
RUSTREMOVER	ANUVI CHEMICAL, SUNANDA SPECIALTYCOATING PVT.LTD, SKGCONSTN.CHEMICALPVT.LTD
PASSIVATOR	ANUVI CHEMICAL, SUNANDA SPECIALTYCOATING PVT.LTD, SKGCONSTN.CHEMICALPVT.LTD
READYMADE SINGLE COMPONENTPOLYMERMODIFIEDREPAIR MORTAR	MASTEREMACOS348OFBASF,ANUVI CHEMICAL,SUNANDASPECIALTYCOATINGPVT.LTD,SKG CONSTN.

SUPERPLASTICIZER	SUPER MAX 160 OF ANUVI CHEMICALS,POLYTANCRETE SF OF SUNANDASPECIALTY COATING PVT. LTD MCBAUCHEMIE,SIKAPLAST 2004 NS,FOSROC,MBT,BASF
POLYMERMODIFIEDTILEADHESIVE	NITOLITEMPAOFFOSROC,SILVERSTAROF ARDEXINDURAINdia(P) LTD.
F.R.P.CHAJJA	FIBREWAYSOREQUIVALENT
SBR COMPOUND(FORREPAIRMORTAR&WA TERPROOFINGSLURRY)	MASTER EMACO SBR2 OF BASF, SIKALATEX POWER,CICOLATEX
MODULARFURNITURES.I.E.CONFERENCET ABLE, CHAIRS,EXECUTIVETABLE	GODREJ,WIPRO,METHODEX,B.P.ERGO,HA WORTH FEATHERLITE.
ACRYLICBRAILLESIGNAGE	LIGHTUPSTUDIO,MAASHITLAARTS,GRKE NTERPRISES
ANTI SKIDTAPE	3MOREQUIVALENT
CORROGATED PRE COATED PPGL(GALVALUME)SHEET	JSWOREQUIVALENT
DASHFASTENER	HILTIOREQUIVALENT
HIGHPERFROMANCEPROTECTIVEAND WATER PROOFEXTERIORPAINT	ASIAN/DRFIXTOROFEQUIVALENTMAKE
MULTIWALLPOLYCARBONETROOFING SHEETS10MMTHK	LEXAN/EQUIVALENTMAKE
HIGHPERFORMANCE, HEAVTYDUTYACRYLIC, ELASTOMERICDECORATIVEAND PROTECTIVEAND WATER PROOFEXTERIORPAINT	ASIAN / DR.FIXIT / EQUIVALENT MAKEFOLLOWING THE TECHNICALREQUIREMENTSOFRSPE CTIVEITEM

Proforma of Schedules

SCHEDULE 'A'

Schedule of quantities: Enclosed

SCHEDULE 'B' Schedule of materials to be issued to the Contractor-Nil

SCHEDULE 'C' Tools & plants to be hired to the contractor - Nil

SCHEDULE 'D'

Extra schedule for specific requirement/document for the work, Nil
if any.

SCHEDULE 'E'

Reference to General
Conditions of contract.

CPWD: General Conditions of Contract 2020
Maintenance Works amended up to last date
of submission of tender.

Name of work:

**"Annual Rate Contract for Repair and Maintenance
to Residential and Non- Residential Buildings at
Panvel & Colaba Campus & Staff Quarters at
Belapur during 2023-24."**

Estimated cost of work:

20,00,000/-

i) Earnest money:

Proforma of EMD Declaration (As
per Annexure-A)

ii) Performance Guarantee:

3% of tendered value.

iii) Security Deposit:

2.5% of tendered value.

SCHEDULE 'F' General Rules & Directions

Officer inviting tender

Registrar, Indian Institute of
Geomagnetism, Plot no. 05, Sector 18,
New Panvel, Navi Mumbai.

Maximum percentage for quantity of items of
work to be executed beyond which rates are to
be determined in accordance with
Clauses 12.2 & 12.3

See appropriate clause under
definition below

2(v) Competent Authority	Duly approved committee/Director/Registrar as decided by Director.
2(viii) Accepting Authority: Percentage rates on cost of materials	Director, IIG, Navi Mumbai 15 %
2(x) and labour to cover all overheads and profits.	

Definitions:

2(xi) Standard Schedule of Rates	Delhi Schedule of Rates 2021 with up-to-date correction slips
2(xii) Department	IIG
8(ii) Standard CPWD Contract Form	General Conditions of Contract 2020; CPWD Maintenance Works amended up to last date of submission of tender.

Clause 1

i) Time allowed for submission of Performance Guarantee, Program chart (Time & progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or Proof of applying thereof from the date of issue of letter of acceptance:	3 Working days.
ii) Maximum allowable extension with late fee @0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	5 Working days.

Clause 2

Director, IIG, New Panvel.

Authority for fixing Compensation under clause 2

Clause 2 A

Whether clause 2 A shall be applicable	Applicable
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Clause 5

Number of days from the date of issue of Letter of acceptance for reckoning date of start.	1 day
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Clause 5A	Applicable
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Milestone(s) as per table given below:

Sr. No.	Nature of Complaint	Description of Items	Timeline for attending complaint	Recovery for delay
1.	Very Essential	As per 'List of Items based on Essentiality'	Within 24 hours	No recovery
			After 24 hours	Rs. 1000/- per day
2.	Essential	As per 'List of Items based on Essentiality'	Within 48 hours	No recovery
			After 48 hours	Rs. 500/- per day
3.	Moderate	As per 'List of Items based on Essentiality'	Within 5 days	No recovery
			After 5 days	Rs. 250/- per day

Time allowed for execution of work: THREE SIXTY FIVE DAYS

Authority to decide:

1.	Extension of Time	Director, Indian Institute of Geomagnetism (IIG), New Panvel, Navi Mumbai.
2.	Rescheduling of Milestones	Director, IIG, New Panvel, Navi Mumbai.
3.	Shifting of D/o start incase	Director, IIG, New Panvel, Navi Mumbai.

Clause7

Gross work to be done together with net Payment / adjustment of advances for Material collected, if any, since the last Such payment for being eligible to Interim payment.

5 Lakh

Clause7A

Whether Clause 7A shall be applicable

Yes

Clause10CC

Not applicable

Clause-11

Specifications to be followed for execution of work

CPWD Specification 2019, Vol. I to II with up-to-date correction slips

Clause12

Authority to decide deviation
upto1.25times of tendered amount

Director, IIG

Authority to decide deviation above
1.25times and upto 1.5 times of tendered
amount

Director, IIG

Authority to decide deviation above 1.50
times and upto2.0 times of tendered amount

Director, IIG

12.2 & 12.3 Deviation Limit beyond which clauses 12.2&12.3
Shall apply for building work.

Director IIG

Clause16

Competent Authority for deciding
reduced rates.

Director, IIG, New Panvel, Navi Mumbai

Clause18

List of mandatory machinery, tools and
plants to be deployed by the contractor at
site.

NA

Clause19C

Competent Authority

Clause19D

Competent Authority

Clause19G

Competent Authority

Clause19K

Competent Authority

Clause25

Constitution	For all Claims in Dispute
Conciliator	Director, IIG(or his successor or any other authority as notified by department)
Arbitrator Appointing Authority	Director, IIG(or his successor or any other authority as notified by department)
Place of Arbitration	Mumbai

Clause38

- i) Schedule / statements for determining theoretical quantity of cement and bitumen
 - ii) Variations permissible on theoretical quantities.
- (a)Cement for works with estimated cost put to tender not more than 25 lakhs. 3%plus/minus
- For works with estimated cost put to tender more than 25 lakhs. 2%plus/minus
- (b)Bitumen for all works 2.5% plus only nil on minus side
- (c)Steelreinforcementandstructuralsteelsectionsforeachdiameter,sectionand category. 2%plus/minus

ADDITIONAL CONDITIONS:

The contractor shall take immediate action to attend any complaint assigned to him through complaint register / site order book / verbal instructions from EM-in-charge / on telephones /personal complaints from occupants. In all cases he shall attend the complaints in the specified duration as mentioned below:-

- (a) Very essential complaints-complaints of emergent nature such as plumbing or sewerage systems not working / blocked / overflow etc. are to be attended to within 24 hours, however.
- (b) Essential complaints-complaints relating to the repair works of trades of mason and carpenter are to be attended within 48 hours.
- (c) Moderate complaints-complaints other than Very essential and essential complaints – within 10 days or as decided by Engineer-in-charge.

In case of failure to meet these Time lines, recovery will be made as per rate mentioned in the ‘Milestone’ section of Schedule ‘F’ of the Tender clause and ‘List of Items based on Essentiality’.

The agency shall depute a supervisor at site from 9:00 to 17:00 in everyday except Sunday and holiday for coordination of work at site. The supervisor shall carry mobile phone to enable engineer-in-charge for easy and quick communication. Nothing extra shall be paid to the contractor for deputing a site supervisor and his quoted rates for various items under this contract will be inclusive of this obligation. In case, the supervisor is found absent at site for more than one day without information and without his replacement then compensation @Rs. 1,000/- per day will be levied for the all days of absence.

The contractor shall deploy masons, carpenters, fitters, sewer men, and beldars within specified time whenever necessary to attend complaint.

A. IIG Campus, Panvel and Staff quarters at Belapur and Colaba.

FOR DAY TO DAY MAINTENANCE

1. Materials shall be brought and deposited with the department as directed by Engineer-in-charge. All samples of sanitary, water supply and fittings required for wood work shall be got approved from Engineer-in-charge and shall be displayed on board in each enquiry office.
2. The manufacturing date and batch No. inscribed or printed on packs/containers by manufacturers are only acceptable for all the above said materials. Fresh material shall be brought at site as far as possible and materials more than 4 months old from the date of manufacturing will be rejected.
3. The site for the collection and stacking of the material shall be got approved from the Engineer- In-charge.
4. The agency is responsible for fixing whatever material supplied by him at site within the timeline as per the ‘Milestone’ mentioned in the Schedule ‘F’ of Tender clause.
5. The theoretical consumption of materials like, lime, distemper, paint, water proof cement paint etc. shall be computed, as per the consumption given in the schedule of Theoretical consumption of materials. In case of variation between the actual and the theoretical calculations action shall be taken.

6. Old doors, windows, floors, furniture, Electrical, Fire and other fittings shall be cleaned from all splashes, dust, dirt and mortars etc. The rate for the white washing/ colour washing /distempering/ painting etc. includes the cost of removal splashes and paint marks. In the event of failure on the part of contractor to remove the splashes and the paint mark the recoveries will be made at the following rates.
7. The labour for attending complaints shall carry necessary tool kit, container (Tasla), required for mixing any cement sand or other material, water bottle and waste bag for collection of minor rubbish material if received during attending the complaints, so that the site of work remains neat and clean.
8. The material such as sanitary items / water supply items / Aluminum / Steel fittings etc. as required shall be of approved brand and manufacture as given in the list of approved makes of materials or as approved by the Engineer-in-Charge.
9. The sample of all the items shall have to be got approved by the Contractor from the Engineer-in- charge before the supply commences and shall be without prejudice to the right of Engineer-in- Charge to get random samples tested out of the actual lot received.
10. The contractor shall if required furnish the manufacturers certificate that the material supplied satisfy the requirements of the relevant specifications.
11. The contractor will maintain attendance records of the worker with detail of 'time in'/ 'time out', which will be checked by the Engineer/Staff of EM Section.
12. The contractor will have to arrange complaint registers/stationery etc. These registers will be issued by Engineer-in-charge duly marked in chronological order. Nothing extra shall be paid on this account.
13. Complaint register, attendance register and other records will have to be produced either daily according to the requirement or when asked to do so by the Engineer-in-charge or his authorized representative.
14. When a register is filled up completely, it will be handed over to the EM section. It will not be returned to the contractor and the same will become the property of the department.
15. Each worker shall maintain a complaint diary and get the feedback recorded from the allottee(s) regarding attending the complaints. In case, it is found that the complaint has been attended unsatisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the Assistant Engineer-in-Charge or his representative on daily basis or on demand.
16. The agency shall submit abstract of complaints attended by him and materials used for attending the complaint at the first working day of a week to the EM section and got it verified for payment purpose.
17. Safety of the staff employed will be the responsibility of the contractor. IIG will not be responsible for any mishap, injury/accident or death of the staff. No. claim in this regard shall be entertained/ accepted by the department. In case of any non - fulfillment of obligation, necessary recovery shall be made from his bill / security deposit / performance guarantee. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and

all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

18. The contractor shall arrange to render efficient service as outlined above. However, in case he fails to maintain the service to the satisfaction of the Engineer-in-charge and the department has to incur any expenditure to maintain the installation by alternate arrangement, the expenditure thus incurred will be recovered from the contractor, for which Engineer-in-charge decision shall be final.
19. All the malba or rubbish obtained from dismantling or otherwise during the execution of the work shall be brought down through the stair case and shall not be thrown to the ground directly from upper floors etc. Malba / rubbish generated due to any operation from houses and other open spaces whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said malba (approx 4.5 cubic metres), the same shall be disposed off same day by the contractor to the authorized municipal dhalao/ dumping ground and nothing extra shall be paid on this account. In case of non-removal/disposal in the specified period, a recovery of Rs. Two thousands per day shall be made from the contractor.

SCOPE OF WORK:

1. To attend all minor complaints of civil works lodged in the complaint register or as per direction of EM Section within specified timeline.
2. The agency shall engage skilled/unskilled workers of required trade based on the nature of complaint received by him as per timeline mentioned in the Schedule 'F' in the clauses.
3. The agency shall procure all duly approved materials required to attend complaints, no material will be issued by the Department.
4. The agency shall engage well experienced supervisor who will be responsible for overall execution of work as per specification or as per direction of EM Section.
5. The supervisor shall collect complaints lodged in the complaint register in two times i.e. at 9:00 AM and 2:00 PM daily.
6. The supervisor shall carry a task book with him wherein all complaint shall be recorded. He shall enter material used, if any for attending complaints which will be signed by the allottee and verified by the EM section.
7. The list of materials and items of works mentioned in the schedule of item is indicative only, not exhausting. Agency should be ready to execute all such items not covered in the schedule under same terms and conditions of the agreement without any extra cost.
8. The agency should be ready to attend any complaint received by him within specified time as mentioned in the Schedule – 'F' irrespective of its quantity.

LIST OF ITEMS BASED ON ESSENTIALITY

1. Items under Very Essential Category

All items under Sub head: - Water supply and Drainage

Item No.:- 15.9, 15.16, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7

2. Items under Essential Category

Item No.:- 8.1, 8.2, 8.3, 9.4, 15.11, 15.12, 15.16, 16.4, 16.5, 16.6, 16.8

All Materials under Part – B Section

3. Items under Moderate Category

All items under Sub head: - Earth work, Cement Concrete, Masonry work, Wood work, Steel work, Flooring, Finishing work, Aluminium work, New Technology and Material

Item No.:- 9.1, 9.2, 9.3, 9.5, 9.6, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 15.1.1, 15.1.2,
15.2 to 15.8, 15.10 to 15.15, 16.9

Schedule of Items

N/W: Annual Rate Contract for Repair and Maintenance to Residential and Non- Residential Buildings at Panvel & Colaba Campuses & Staff Quarters at Belapur during 2023-24.				
PART - A (ITEMS OF WORK)				
SLNo	Description	Qty	Unit	Rate
1	EARTH WORK			
1.1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, for all lift, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.			
1.1.1	All kinds of soil.	As per requirement	cum	269.65
1.2	Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, by mechanical / manual means ramming of bottoms, for all depth, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m:			
1.2.1	All kinds of soil			
1.2.1.1	Pipes, cables etc, not exceeding 80 mm dia. But not exceeding 300mm dia	As per requirement	metre	361.90
2	CEMENT CONCRETE (CAST IN SITU)			
2.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :			
2.1.1	1:2:4 (1 Cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 40 mm nominal size derived from natural sources)	As per requirement	cum	8913.90
2.1.2	1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	As per requirement	cum	7463.05
3	MASONRY WORK			
3.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in foundation and plinth in:			
3.1.1	Cement mortar 1:6 (1 cement : 6 coarse sand)	As per requirement	cum	8212.45
3.2	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in superstructure above plinth level up to floor V level.			
3.2.1	Cement mortar 1:4 (1 cement :4 coarse sand)	As per requirement	sqm	1255.70

SLNo	Description	Qty	Unit	Rate
4	WOOD AND P. V. C. WORK			
4.1	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:			
4.1.1	35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	As per requirement	sqm	2486.30
4.1.2	30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	As per requirement	sqm	2321.25
5	STEEL WORK			
5.1	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.			
5.1.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	As per requirement	kg	175.50
6	FLOORING			
6.1	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc., complete.	As per requirement	sqm	1154.00
6.2	Providing and fixing 1st quality ceramic glazed floor tiles conforming to IS : 15622 (thickness to be specified by the manufacturer) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:3 (1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade complete.	As per requirement	sqm	1157.55
6.3	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.			
6.3.1	Glazed vitrified floor tiles polished finish of size			
6.3.1.1	Size of Tile 600 x 600 mm	As per requirement	sqm	1650.95

SLNo	Description	Qty	Unit	Rate
7	FINISHING			
7.1	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of approved manufacturer, of required shade and colour complete, as per manufacturer's specification.			
7.1.1	Two or more coats on new work	As per requirement	sqm	114.40
7.2	Applying priming coat:			
7.2.1	With ready mixed pink or Grey primer of approved brand and manufacture on wood work (hard and soft wood)	As per requirement	sqm	75.80
7.2.2	With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works	As per requirement	sqm	68.45
7.3	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :			
7.3.1	Two or more coats on new work	As per requirement	sqm	162.15
7.4	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	As per requirement	sqm	146.65
7.5	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	As per requirement	sqm	20.15
7.6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :			
7.6.1	One or more coats on old work	As per requirement	sqm	106.75
7.7	Distempering with 1st quality acrylic distemper (ready made) having VOC content less than 50 gm per ltr. of approved manufacturer and of required shade and colour complete. as per manufacturer's specification.			
7.7.1	One or more coats on old work	As per requirement	sqm	62.40
8	REPAIRS TO BUILDING			
8.1	Cleaning of terrace/loft water storage tank (inside surface area) upto 2000 litre capacity at all heights with coconut brushes, duster etc., removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with bleaching powder @ 0.5gm per litre capacity of tank including marking the date of cleaning on the side of tank body with the help of stencil and paint and disposing of malba all complete as per direction of Engineer-in-Charge. (The old date already written on tank should be removed with paint remover or black paint and if date is not written with the stencil or old date is not removed deduction will be made @ Rs. 0.10 per litre) (if during cleaning any GI fittings or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account)	As per requirement	litre	0.50

SLNo	Description	Qty	Unit	Rate
8.2	Cleaning of under ground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:- Tank shall be emptied of water by pumping & bottom shall be cleaned of silt and other deposits. Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water. (iii) Chlorination of RCC internal surface by liquid chlorine. The treated surface shall be dried using air jetting and all loose particles shall be removal from the surface. Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge.	As per requirement	sqm	87.95
8.3	Dismantling 15 to 40 mm dia G.I. pipe including stacking of dismantled pipes (within 50 metres lead) as per direction of Engineer- in-Charge.(a) Internal Work- Exposed on wall	As per Requirement	metre	3.50
9	Dismantling and Demolishing			
9.1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.			
9.1.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	As per requirement	cum	2475.60
9.1.2	Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	As per requirement	cum	1528.95
9.2	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.			
9.2.1	In cement mortar	1	cum	1698.45
9.3	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :			
9.3.1	Of area 3 sq. metres and below	As per requirement	each	373.35
9.4	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead :			
9.4.1	Of area 3 sq. metres and below	As per requirement	each	145.90
9.5	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking the material within 50 metres lead :			
9.5.1	75 to 80 mm dia pipe	As per requirement	metre	76.95
9.5.2	100 mm dia pipe	As per requirement	metre	79.30
9.6	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.	As per requirement	sqm	55.55

SLNo	Description	Qty	Unit	Rate
9.7	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	As per requirement	cum	270.55
10	SANITARY INSTALLATIONS			
10.1	Providing and fixing water closet squatting pan (Indian type W.C.pan) with 100 mm sand cast Iron P or S trap, 10 litre low level whiteP.V.C. flushing cistern, including flush pipe, with manually controlleddevice (handle lever) conforming to IS : 7231, with all fittings andfixtures complete, including cutting and making good the walls andfloors wherever required:			
10.1.1	White Vitreous china Orissa pattern W.C. pan of size580x440 mm with integral type foot rests	As per requirement	each	7130.90
10.2	Providing and fixing white vitreous china pedestal type water closet(European type W.C. pan) with seat and lid, 10 litre low level whiteP.V.C. flushing cistern, including flush pipe, with manually controlleddevice (handle lever), conforming to IS : 7231, with all fittings andfixtures complete, including cutting and making good the walls andfloors wherever required :			
10.2.1	W.C. pan with ISI marked white solid plastic seat and lid	As per requirement	each	6833.85
10.3	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brasspillar taps, 32 mm C.P. brass waste of standard pattern, includingpainting of fittings and brackets, cutting and making good the wallswherever require:			
10.3.1	White Vitreous China Flat back wash basin size 550x400 mm with single 15 mm C.P. brass pillar tap	As per requirement	each	2071.65
10.3.2	White Vitreous China Flat back wash basin size 450x300 mm with single 15mm C.P. brass pillar tap	As per requirement	each	1626.10
10.4	Providing and fixing white vitreous china water closet squatting pan(Indian type) :			
10.4.1	Orissa pattern W.C. pan of size 580x440 mm	As per requirement	each	3402.05
10.5	Providing and fixing white vitreous china pedestal type (Europeantype/ wash down type) water closet pan.	As per requirement	each	2964.75
10.6	Providing and fixing P.V.C. low level flushing cistern with manuallycontrolled device (handle lever) conforming to IS : 7231, with all fittingsand fixtures complete.			
10.6.1	10 litre capacity - White	As per requirement	each	1261.85
11	WATER SUPPLY			
11.1	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. Internal work - Exposed on wall			
11.1.1	25 mm dia nominal bore	As per requirement	metre	605.85
11.2	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :			

SLNo	Description	Qty	Unit	Rate
11.2.1	25 mm nominal bore	As per requirement	each	656.60
11.3	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete :			
11.3.1	25 mm nominal bore	As per requirement	each	492.30
11.4	Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work) :			
11.4.1	25 mm nominal bore	As per requirement	each	455.55
11.5	Cutting holes up to 30x30 cm in walls including making good the same:			
11.5.1	With common burnt clay F.P.S. (non modular) bricks	As per requirement	each	447.00
11.6	Cutting holes up to 15x15 cm in R.C.C. floors and roofs for passing drain pipe etc. and repairing the hole after insertion of drain pipe etc. with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including finishing complete so as to make it leak proof.	As per requirement	each	465.15
12	DRAINAGE			0.00
12.1	Providing, laying and jointing glazed stoneware pipes class SP-1 with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete :			
12.1.1	100 mm diameter	As per requirement	metre	463.45
12.2	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round S.W. pipes including bed concrete as per standard design :			
12.2.1	100 mm diameter S.W. pipe	As per requirement	metre	1104.55
12.3	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality			
12.3.1	L D- 2.5			
12.3.1.1	Rectangular shape 600x450 mm internal dimensions	As per requirement	each	1548.25
13	ALUMINIUM WORK			
13.1	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):			
13.1.1	With float glass panes of 4.0 mm thickness (weight not less than 10kg/sqm)	As per requirement	sqm	1257.85

SLNo	Description	Qty	Unit	Rate
13.2	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge.			
13.2.1	With stainless steel cover plate minimum 1.25 mm thickness	As per requirement	each	3020.50
13.3	Providing and fixing stainless steel (SS 304 grade) adjustable friction windows stays of approved quality with necessary stainless steel screws etc. to the side hung windows as per direction of Engineer- in-charge complete.			
13.3.1	255 X 19 mm	As per requirement	each	406.05
13.4	Providing and fixing aluminium casement windows fastener of required length for aluminium windows with necessary screws etc. complete.			
13.4.1	Anodized (AC 15) aluminium	As per requirement	each	90.70
14	NEW TECHNOLOGIES AND MATERIALS			
14.1	Providing an fixing factory made single extruded WPC (Wood Polymer Composite) solid wood/ window/ clerestory window frames/ chowkhat comprising of virgin PVC polymer of K value 58- 60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/ wheat husk) and nontoxic additives (maximum toxicity index of 12 for 100gms) fabricated with miter joints after applying PVC solvent cement and screwed with full body threaded star headed SS screws having minimum frame density of 750kg/cum, screw withdrawal strength of 2200N (face) & 1100N (edge), minimum compressive strength of 58N/mm ² and modulus of elasticity 900N/mm ² and resistance of spread of flame of class A category with property of being termite/ borer proof, water /moisture proof and fire retardant and fixed in position with M.S. hold fast/ lugs/ SS dash fasteners of required dia and length complete as per direction of Engineer in Charge, (M.S. hold fast/lugs or SS dash fasteners shall be paid for separately) Note: For WPC (Wood Polymer Composite) solid wood/ window frames minus 5mm tolerance to dimensions i.e. depth and width of profile shall be acceptable. Variation in profile dimensions on plus side shall	As per requirement		
14.1.1	Frame size 50 x 100 mm	As per requirement	metre	1052.10
14.1.2	Frame size 65 x 125 mm	As per requirement	metre	1538.95

SLNo	Description	Qty	Unit	Rate
14.2	Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid plain flush door shutter of required size comprising of virgin polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm ² , modulus of elasticity 850 N/mm ² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixing with stainless steel butt hinges of required size with necessary full body threaded star headed counter sunk S.S screws, all as per direction of Engineer-In-Charge. (Note: stainless steel butt hinges and necessary S.S screws shall be paid separately)	As per requirement		
14.2.1	30 mm thick	As per requirement	sqm	4876.95
14.2.2	35 mm thick	As per requirement	sqm	5619.55
15	NON SCHEDULE			
15.1	Providing and plastering with premixed polymerized readymade cement mortar of approved brand / make, manufactured in automated dry mix batching plant where Cement, sand and polymer additive are mixed in pre-determined ratio (as per manufacturer specification). In one coat. 6 to 7 liter potable water (as per manufacturer specification) shall be added to 40 kg of readymix dry mortar on mortar mixing G.I tray and shall be mixed well for 4-5 minutes. The mortar shall be left undisturbed for 3-5 minutes to dissolve additive and shall be mixed once again to form cohesive and consistent mix.			
15.1.1	6 mm average thickness	As per requirement	sqm	375.15
15.1.2	15 mm average thickness	As per requirement	sqm	642.15
15.2	Providing and plastering with premixed readymade cement mortar of approved brand / make, manufactured in automated dry mix batching plant where Cement, sand and polymer additive are mixed in pre-determined ratio (as per manufacturer specification). 18 mm average thickness in two coats under layer 12 mm thick cement plaster and top layer 6 mm thick cement plaster finished rough with sponge 6 to 7 liter potable water (as per manufacturer specification) shall be added to 40 kg of readymix dry mortar on mortar mixing G.I tray and shall be mixed well for 4-5 minutes. The mortar shall be left undisturbed for 3-5 minutes to dissolve additive and shall be mixed once again to form cohesive and consistent mix.	As per requirement	sqm	782.15

SLNo	Description	Qty	Unit	Rate
15.3	Repairing shutter of existing aluminium sliding windows of area 2.5 sq. metres and below for renewing broken glass panes, damaged stainless wire gauge and replacing damaged bearing, consisting of following operation as per direction of the Engineer-in-Charge. (Cost of glass panes/wire gauge/ bearing roller will be paid in separate item) 1. Demounting aluminium window frame from its position 2. Opening joints of frame 3. Removing shutter from aluminium frame and repairing damaged wire mesh/glass pens/bearing etc. 4. Inserting the repaired shutter in the frame 5. Refixing the frame in position with necessary screws	As per requirement	Each	475.15
15.4	Providing and fixing fly proof stainless steel grade 304 wire gauge, to the aluminium sliding windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.50 mm with necessary aluminium beading and screws etc all complete, as per directions of engineer-in-charge (Cost of aluminium beading shall be paid in separate item)☐	As per requirement	sq.m	1307.95
15.5	Replacing damaged ceramic glazed floor tiles of any size upto 450X450 mm conforming to IS : 15622 of approved make at all floors including disposal of rubbish to the dumping ground as directed by Engineer-in-charge, consisting of 1. Dismantling damaged floor tiles carefully without damaging adjacent tile using electrical cutter machine to isolate the damaged tiles at joint from the adjacent tiles. 2. Chipping of old, set cement mortar bed upto the top of old CC flooring using electrical cutter machine and sharp chisel and cleaning with water and shall be allowed to touch dry condition. 4. Providing and fixing glazed ceramic floor tiles of same size, color and shade on the bed of ready mix mortar, jointing with grey cement slurry including grouting the joints with white cement and matching pigments etc complete.	As per requirement	Each	298.05
15.6	Extra for providing and mixing Latex SBR of approved brand and manufacturer @ 160 gm per bag of RMP of 40 Kg as per direction of Engineer-in-charge.☐	As per requirement	kg	439.50

SLNo	Description	Qty	Unit	Rate
15.7	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With premixed readymade cement mortar cement mortar of approved brand / make, manufactured in automated dry mix batching plant where Cement, sand and polymer additive are mixed in pre-determined ratio (as per manufacturer specification). 6 to 7 liter potable water (as per manufacturer specification) shall be added to 40 kg of readymix dry mortar on mortar mixing G.I tray and shall be mixed well for 4-5 minutes. The mortar shall be left undisturbed for 3-5 minutes to dissolve additive and shall be mixed once again to form cohesive and consistent mix. "□"	As per requirement	sqm	751.05
15.8	Applying one or more coat alkaline rust converting primer 'Feo Vert' of Krishna Conchem or equivalent on reinforcement bar (cleaned off loose rust) with paint brush as per manufacturer specification. The chemical shall be allowed to be cured for 8 hours after application. The work shall carried out as per direction of the Engineer-in-charge (The area of RCC surface wherein bar to be treated shall be measured for payment)□	As per requirement	sqm	73.65
15.9	Providing and laying in position cement concrete in sunken floors at all floors at all levels excluding the cost of centring and shuttering - 1:5:10 (1 cement : 5 coarse sand : 10 graded brick aggregate 40 mm nominal size)	As per requirement	CUM	8471.20
15.1	Providing and placing in position square mouth S.W gully trap class SP-1 without C.I grating and cover including jointing to existing SW pipe with cement mortar: as per the direction of Engineer - in - charge. P-type, size 150 x 100 mm	As per requirement	Each	307.75
15.11	Providing and erecting single scaffold with mature and strong bamboo of minimum girth of 250 mm, maintaining minimum spacing @1.20 mtr c/c on the exterior side of a building, upto five storey height, joining with coir rope for very short duration as approved and removing it thereafter. The scaffold shall be make stable by stiffening with ties, runners, connection with building etc wherever required for the purpose of attending external seepage, leakage and plumbing or similar complaint as per direction and approval of Engineer- in-Charge. (The elevation area of the scaffold shall be measured for payment purposed.)	As per requirement	sqm	73.45

SLNo	Description	Qty	Unit	Rate
15.12	Providing and applying 'Polyfill AR', an auto suction elastomeric acrylic crack filler of Sunanda Chemicals or equivalent on external wall in following steps as directed by Engineer – in – charge. Cleaning cracks using wire brush lightly over cracks to remove oil, dirt and loose particles. a) Moistening the surface with clean water. b) Filling the crack with 'Polyfill AR' using spatula or a putty knife. After applying, the chemical is allowed to be sucked in the cracks. Second and consecutive layers of 'Polyfill AR' shall be applied at the interval of 5 hrs till the cracks are saturated with chemical. Finally, the chemical shall be allowed to dry for 24 hrs after application of last layer.	As per requirement	kg	317.30
15.13	Providing and applying one or more coats of white cement slurry admixed with acrylic polymer based waterproofing chemical consisting of following operations: i) Removing all loose materials, dust, fungus, moss, oils and grease etc. using mechanical means like wire brush, hard brooms, chisel ii) Thoroughly cleaned surface shall be wetted by water jet one hour prior to the application of polymer modified slurry. iii) The polymer modified cement slurry shall be prepared by taking measured quantity of RESI - POLYPROOF of Anuvi Chemical or equivalent in a plastic bucket/small drum and subsequently adding white cement slowly under continuous stirring using electric operated paddle mixer for few minutes to achieve homogeneous lump free slurry. The polymer and white cement shall be mixed in the ratio 1:1 (1 Polymer: 1 white cement) by weight. If required, the slurry can be diluted with very little quantity of water just enough to get brushable consistency. Slurry shall be used within 30 minutes after it is prepared. iv) Polymer modified slurry shall be applied by painting brush. First coat shall be applied in vertical direction and allowed to dry for 30 minutes. Subsequently second coat shall be applied in horizontal direction. Theoretical consumption of RESI-POLYPROOF is 0.358 kg/sqm for two coats. The treated surface shall be protected by polyethylene sheets or damp gunny bags to avoid fast drying of the coating. Curing shall be done with damp gunny bags or sprinkling water for about 5-7 days and then the coating can be	As per requirement	sqm	206.80
15.14	Uprooting of small trees/plants, wild growth on vertical external faces of building walls, terrace, chajjas, parapet, walls etc of any size including removal of roots and applying concentrated copper sulphate solution over the entire foot print of root area of tree by handheld spray machine etc. complete as per direction of the Engineer-in-Charge.	As per requirement	each	123.50

SLNo	Description	Qty	Unit	Rate
15.15	Cleaning bottom channel of frame of aluminium window with hard nylon brush, cloth etc. and lubricating track of friction hinges with approved lubricant for smooth functioning of window shutter including cleaning dust from the window sill complete complete as per direction of the Engineer-in-Charge.	As per requirement	each	34.45
15.16	Providing and laying water proofing treatment in sunken portion of WC, bathroom etc by applying two component acrylic polymer modified cementations coating in two coat (stroke) of approved manufacture consisting of following operations. i) Polymer modified slurry shall be prepared by taking measured quantity of liquid in a plastic bucket/small drum and subsequently adding measured quantity of powders (as per manufacturer specification) slowly under continuous stirring of electric operated paddle mixer for few mimes to achieve homogeneous lump free slurry. ii) The slurry shall be left undisturbed for 5-6 minutes to release entrapped air. iii) First coat shall be applied by paintbrush in vertical direction, which will be allowed to air cured for 4 to 6 hrs. iv) Second coat shall be applied in horizontal direction, which will be allowed to air cured for 4 hours followed with water curing by sprinkling water for 48 hours. Overlaying of 12 mm cement plaster of ready mixed mortar must be done on base within 24 to 48 hrs after application of 2nd coat. (Cost of 12 mm cement plaster with be paid in separate item.) By applying 'Smartcare damp blok 2K' of Asian paint in ration 2:1 (2 powder : 1 liquid) by weight (consumption is 1.435kg/ sqm for two coats as per manufacturer specification) Or By applying 'Sika top seal 107' in ratio 4:1 (4 powder : 1liquid) by weight (consumption is 3 kg/sqm for two coats as per manufacturer specification). Or By applying 'Roff Hygaurd' of ROFF in ratio 3.5:1 (4 powder :	As per requirement	sqm	686.45
15.17	Repairing Aluminium glass door shutter at any location sizes up to 2.4 sqm to operate smoothly and noiselessly consisting of following operations complete as directed by Engineer-in-Charge. i) Demounting the existing Aluminium glass door shutter from its position with all hardwares 2) Replacing embedded damaged 'Double action floor spring' with new floor spring 3) Refixing the same Aluminium glass door shutter in position with all exsisting hardwares (Cost of 'Double action floor spring' will be paid seperately)	As per requirement	each	2036.50
15.18	Credit for taking away the dismantled materials (unserviceble) received from work such as reinforcement bars, G.I. pipes, C.I. or SCI pipes, M.S tanks, C.I. flushing cistern, M.S. grills etc. as per direction of Engineer-in-Charge.	As per requirement	kg	-29.00

SLNo	Description	Qty	Unit	Rate
15.19	Credit for taking away the dismantled unserviceable material like wooden door / window frame and shutter etc.	As per requirement	kg	-24.00
15.20	Credit for taking away the dismantled brass/C.P brass unserviceable materials received from work as per direction of Engineer-in-Charge.	As per requirement	kg	-335.80
16	MISCELLANEOUS			
16.1	Cleaning the gully traps by taking out sludge silt & vegetation from gully trap of the building of the colony & disposal of the same within 50 metres lead. (Initially all the gully traps are to be cleaned completely & any chock up / blockage occurs subsequently to be attended & cleaned through out the period of agreement.) as per the direction of Engineer - in - charge.	As per requirement	each	207.35
16.2	Cleaning of manhole by taking out sludge, silt and vegetation from inside the manholes of the colony and disposed to the same within 50 m lead.Depth upto 2.0 m. (Initially all the manholes are to be cleaned completely & any chock up / blockage occurs subsequently to be attended & cleaned through out the period of agreement.) as per the direction of Engineer - in - charge.	As per requirement	each	588.95
16.3	Cleaning of chocked sewer lines / covered drains including dragging, pushing to chocked silt, clay and sludge etc. to the nearest manhole by using krait machine / flexible sewer line cleaning rods, bamboo splits and passing of ropes tied with gunny bags etc. completed as per direction of Engineer-in-Charge. Sewer line 300 mm dia & below. (Initially all the manholes are to be cleaned completely & any chock up / blockage occurs subsequently to be attended & cleaned through out the period of agreement.) as per the direction of Engineer - in - charge.	As per requirement	each	109.85
16.4	Providing services of Carpenter at any time of a working day (excluding weekly and public Holidays) for attending the all sorts of carpentry related complaints lodged in the complaint Register or any other similar work as per direction of Engineer -in- charge .(Material, if any required for attending complaint including T&P shall be arranged by the agency and the cost of material shall be paid separately)	As per requirement	each per hour	140.15

SLNo	Description	Qty	Unit	Rate
16.5	Providing services of Plumber at any time of a working day (excluding weekly and public Holidays) for attending the all sorts of carpentry related complaints lodged in the complaint Register or any other similar work as per direction of Engineer -in- charge .(Material, if any required for attending complaint including T&P shall be arranged by the agency and the cost of material shall be paid separately)	As per requirement	each per hour	140.15
16.6	Providing services of Beldar/Helper at any time of a working day (excluding weekly and public Holidays)to assist skilled labour (Mason/Crapenter/Plumber) for attending the complaints lodged in the complaint Register or any other similar work as per direction of Engineer -in- charge .(Material, if any required for attending complaint including T&P shall be arranged by the agency and the cost of material shall be paid separately)	As per requirement	each per hour	126.45
16.7	Providing services of Sewerman at any time of a working day (excluding weekly and public Holidays) for attending the all sorts of carpentry related complaints lodged in the complaint Register or any other similar work as per direction of Engineer -in- charge .(Material, if any required for attending complaint including T&P shall be arranged by the agency and the cost of material shall be paid separately)	As per requirement	each per hour	140.15
16.8	Providing services of Welder equipped with welding machine, welding rod and other necessary materials on a working day (excluding weekly and public Holidays) for attending the all sorts of welding related complaints lodged in the complaint Register or any other similar work as per direction of Engineer -in- charge .(Material, if any required for attending complaint including T&P shall be arranged by the agency)	As per requirement	each per day	1774.05
16.9	Providing services of Key-maker equipped with required tool-kits at any time of a working day (excluding weekly and public Holidays) for making duplicate key of cupboard, drawer, vault, padlock, night latch or similar complaints lodged in the complaint Register including supplying key making material as per direction of Engineer -in- charge .all be arranged by the agency and the cost of material shall be paid separately)	As per requirement	each	497.90
16.10	Cleaning cushion cover of single seated office chair with appropriate cleaning agent and vacuume cleaner etc to the satisfaction of Engineer- in- charge.	As per requirement	each	150.00

SLNo	Description	Qty	Unit	Rate
16.11	Cleaning of storm water drain open / covered including removal of garbages, rubbish mixed with earth and removal of vegetation from the drain and disposal of the same within a lead of 50 m and all lifts etc. complete as per direction of Engineer-In- Charge. The collected garbage/rubbish shall be finally disposed to the approved dumping ground outside the campus by truck which shall be paid in separate item .	As per requirement	m	34.40
16.12	Desludging septic tank/soak pit by Chasis mounted sewer suction machine of 2000 lit capacity including disposal of sludge outside the IIG campus, Panvel etc. complete as directed by Engineer-In-charge.	As per requirement	Trip	150.00

SLNo	Description	Qty	Unit	Rate
PART - B (SUPPLY OF MATERIALS)				
Sr. No.	Item	Qty	Unit	Rate
1	PVC rigid pipe 40 mm dia	As per requirement	metre	78.00
2	P.V.C elbow 40 mm	As per requirement	each	35.00
3	P.V.C coupling 40 mm	As per requirement	each	39.40
4	PVC flexible waste pipe 32 mm dia 750 mm long	As per requirement	each	93.80
5	PVC flexible waste pipe 40 mm dia 750 mm long	As per requirement	each	132.55
6	MS Screw (full thread) upto 25 mm long	As per requirement	each	0.40
7	MS MS Screw (Half thread) upto 50 mm long	As per requirement	each	1.45
8	SS Secrw (full/half thread) upto 35x8 mm	As per requirement	each	1.70
9	CP MS Screw for mirror 50 x 8	As per requirement	each	7.50
10	SS butt hing 100 mm x 58 mm	As per requirement	each	62.55
11	S.S hings 75 mm X 75 mm	As per requirement	each	56.30
12	Cement nail	As per requirement	each	187.60
13	Stainless steel pipe 20 mm dia. for Curtain rod	As per requirement	each	95.75
14	Nickel plated MS Bracket for Curtain rod 20 mm	As per requirement	each	83.80
15	Nylon washer for bib cock	As per requirement	each	1.90
16	Syphon washer for flush tank	As per requirement	each	15.95
17	Telfon tape	As per requirement	each	31.90
18	SS grating of floor trap 100 mm dia	As per requirement	each	43.75
19	SS grating of floor trap 100 mm dia with hole	As per requirement	each	43.75
20	Aluminum door Latch 250 mm	As per requirement	each	268.90
21	Aluminum tower bolt 150x10 mm	As per requirement	each	75.05
22	Aluminium tower bolt 100x10 mm	As per requirement	each	54.40
23	Aluminium Handle 100	As per requirement	each	85.05
24	Aluminium Handle 75	As per requirement	each	68.00
25	Wire Nails	As per requirement	Kg	199.50
26	4 mm thick plane glass of any size	As per requirement	sqm	1055.26
27	Mirror 600 X 450 mm	As per requirement	each	938.00
28	OP Cement	As per requirement	bag	505.35
29	White Cement	As per requirement	Kg.	59.85

SLNo	Description	Qty	Unit	Rate
30	Gujrat sand	As per requirement	bag of 40 kg	119.70
31	Brass Spindle for bib cock	As per requirement	each	111.70
32	Unplasticised PVC connection pipe with brass union 45 cm long, 15 mm bore	As per requirement	each	112.55
33	Unplasticised PVC connection pipe with brass union 60 cm long, 15 mm bore	As per requirement	each	137.55
34	6mm thick hard board for mirror size 450x600	As per requirement	each	76.90
35	Sliding door bolt size 250 x 16mm	As per requirement	each	432.50
36	PVC Rawl plug 35x8	As per requirement	each	0.80
37	Anchor fastener size 100x10 mm	As per requirement	each	39.85
38	CP brass Health Faucet of "Kludi" or equivalent	As per requirement	each	854.05
39	Chrome finish 1 Metre long flexible hose pipe for Health Faucet, 15 mm Nominal bore	As per requirement	each	332.50
40	Seiko Brand C.P. brass bib cock-15 mm nominal bore	As per requirement	each	611.75
41	Seiko Brand C.P. brass angle cock-15 mm nominal bore	As per requirement	each	598.45
42	Seiko Brand Brass Pillar tap 15 mm nominal bore	As per requirement	each	1050.60
43	Aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm),	As per requirement	each	1529.35
44	White vitreous china wash basin including making all connections but excluding the cost of fittings :		each	
44.1	Flat back wash basin of size 550x400 mm	As per requirement	each	1195.00
45	Chlorinated Polyvinyl - chloride (CPVC) pipe 20 mm outer dia	As per requirement	mtr.	103.45
46	Sypohon system for Fiush tank	As per requirement	each	199.50
47	Handle button for Fiush tank	As per requirement	each	133.00
48	PVC ball cock 15 mm diameter	As per requirement	each	199.50
49	Bearing roller of approved quality for aluminium windows shutter	As per requirement	each	33.25
50	SWR UPVC Pipe Selfit of ISI marked of approved brand as per IS 13592			
50.1	75 mm outer diameter (type B)	As per requirement	mtr	133.00

SLNo	Description	Qty	Unit	Rate
50.2	110 mm outer diameter (type B)	As per requirement	mtr	220.75
52	Unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC pipes conforming to IS : 14735 of approved brand			
52.1	COUPLER			
52.1.1	75 mm	As per requirement	each	66.50
52.1.2	110 mm	As per requirement	each	106.40
52.2	Single Equal Plain Junction with Door of Required Degree			0.00
52.2.1	75x75x75 mm	As per requirement	each	133.00
52.2.2	110x110x110 mm	As per requirement	each	232.70
52.3	Bend 87.5°			0.00
52.3.1	75 mm	As per requirement	each	99.75
52.3.2	110 mm	As per requirement	each	166.25
54	Providing and fixing UPVC floor trap confirming to IS 14735 complete, including cost of cutting and making good of wall and floors.			
54.1	UPVC trap 100 mm inlet and 75 mm outlet of Prince or equivalent	As per requirement	each	159.60
55	E.W.C Seat Cover White of Parryware or equivalent	As per requirement	each	678.25
56	PVC/CPVC cement solvent of approved brand	As per requirement	100ml	126.35
57	C.P Brass Waste Coupling 32mm	As per requirement	each	343.10
58	S.S. Kitchen Sink waste coupling 100 mm of Nirali or equivalent	As per requirement	each	1063.90
	Pesticides and Fungicides			
59	Rogar	As per requirement	lit	1068.00
60	Termax	As per requirement	lit	3469.00
61	Blitox	As per requirement	Kg	1310.00
62	Babestin	As per requirement	Kg	1522.00
63	Borax	As per requirement	Kg	98.00
64	Good quality red garden earth free from stones and pebbles	As per requirement	cft.	39.00
65	Well decomposed dry farm yard manure free from grasses and rubbish	As per requirement	cft.	38.00