

TENDER NOTICE

Tata Institute of Social Science
V.N. Purav Marg, Deonar,
Mumbai-400088.
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Website: www.tiss.ac.in

Tender Ref No.: TISSDRAIN2025-26

Date: -19/09/25

Name Of the Work: Tender for ‘Construction of Drain from Dining Hall to Existing Nala at TISS, Mumbai Campus’

Estimated cost	:-	Rs. 4,57,526/-	
Tender Fees	:-	NIL	
EMD	:-	Rs. 9200/- (Interest Free)	
Tender Validity	:-	180 days from the last date of submission of tender	
Mode of Bidding	:-	Online/Offline–(Open Tender/ Limited Tender)	
Type of Tender	:-	Item rate contract (Single bid/ Two Bid)	
Tender issue date	:-	20/09/2025	
Last date of Submission	:-	18/10/2025	4:00pm
Pre-bid meeting	:-	06/10/2025	2:00pm
Technical bid opening	:-	20/10/2025	11:00am
Financial bid opening	:-	22/10/2025	11:00am
Period of Completion	:-	Forty-five days	From the commencement of the work

1. INSTRUCTIONS TO BIDDERS

Online/ ~~Offline~~ Item rate Open/ ~~Limited~~ tenders are invited by The Registrar, Tata Institute of Social Sciences, Deonar, Mumbai- 400088 for **‘Construction of Drain from Dining Hall to Existing Nala at TISS, Mumbai Campus’**

- 1.1 The tender shall be in the prescribed form consisting of NIT, Quote Sheet, Terms of contract, which can be downloaded from the TISS website, CPPP Portal from **20/09/25 to 17/10/25 up to 16.00 hrs.**
- 1.2 Timeline for execution of work: **-Forty-five days from the date of commencement**
- 1.3 **Payment Cycle: Within 30 days from the date of certification**
- 1.4 In case of a limited tender enquiry, unsolicited bids will not be accepted. However, if the bidder who is not requested to bid is interested in bidding, he may contact the office of the Assistant Registrar, Infrastructure Development and Support Division. After the scrutiny of the documents and confirming the reliability of the firm, the vendor may be allowed to bid for the same work or the next work of a similar nature. In case of an Open tender enquiry, any vendor qualifying the eligibility criteria is permitted to bid.
- 1.5 **Online Bidding:** - Bids shall be submitted online using the CPPP Portal. Instructions to submit the online bids are available on the TISS website
- 1.6 **Offline Bidding:** - Bids shall be submitted in sealed envelopes.

Envelope No I– shall contain attested documents confirming qualification criteria, a signed copy of NIT, and its conditions

Envelope No II– shall contain only the Schedule of Quantities (BID SHEET), duly priced and completed in all respects. This shall not include any conditions whatsoever. In case any conditions are included in the Envelope no. II, the same shall not be taken into consideration. Further, the tender in such a case is liable to be rejected. Both the sealed envelopes, i.e., Part I and Part II, should be covered in a third envelope, which shall be sealed and should be submitted to **“Office of Administrative Officer, Infrastructure Development and Support Division, TISS, Mumbai 400 088”**. The third envelope shall contain the Title of the tender, the address, and the contact details of the bidder.

- 1.7 The Earnest Money Deposit (interest-free) is accepted only through the e-payment gateway in case of online bid submission.
Name: Tata Institute of Social Sciences
Account Number: 3184969132
IFSC Code: CBIN0281725
Bank: Central Bank of India, **Branch:** Deonar
Address: Opposite Deonar Bus Depot, Asiana Sion-Trombay Road, Deonar, Mumbai, Maharashtra, 400088

In case of Offline bid submission, EMD shall be accepted in the forms:

- (i) Banker's Cheque of a Commercial Bank
- (ii) Account Payee Demand Draft of a Commercial Bank
- (iii) Fixed Deposit Receipt (FDR) of a Commercial Bank
- (iv) Insurance Surety Bonds
- (v) Bank Guarantee, including e-Bank Guarantee (for balance amount as prescribed) from a Commercial Bank.

A part of earnest money is acceptable in the form of a Bank Guarantee, including e- e-Bank Guarantee also. In such cases 50% of earnest money or Rs. 20 lakh

Whichever is less will have to be deposited in the shape prescribed above, and the balance can be accepted in the form of a Bank Guarantee issued by a Commercial Bank. The FDR is pledged in favor of the tendering authority. It is in the tenderer's own interest to keep the FDR valid as long as it is required. The Bank Guarantee, including e-Bank Guarantee submitted as a part of Earnest Money, is valid for 90 days for single bid works and 180 days for two bid systems or more from the date of submission of the tender.

EMD shall be drawn by the name: **‘TATA INSTITUTE OF SOCIAL SCIENCES’**.

- 1.8 The earnest money will be forfeited if the bidder backs out in the middle of the finalization of the tendering process. On finalizing the tender process, the Institute will return EMD to unsuccessful bidders. The acceptance of tender shall rest with The Registrar, Tata Institute of Social Sciences, who is not bound to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason. The Registrar reserves the right of acceptance of the whole or any part of the tender, and the tenderer shall be bound to perform the same at the rates quoted. Any attempt to influence on tender process by the contractor shall not be entertained, and his/her tenders shall be rejected. Team of TISS may visit ongoing / completed work sites, establishments, manufacturing units, the bidder, and may collect the feedback over telephone, e-mail, actual visit, or by any other suitable means before award of contract and after verification of documents. The Bidder shall provide the necessary facilities for this purpose.
- 1.9 Tenderers are advised to inspect and examine the site and its surrounding and fully satisfy themselves about the nature of work, specification of work, challenges in work (way of transportation, height of structure, number of floors or height where work is to be executed, working hours, security check etc.) before submitting their tender and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. 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.
- 1.10 Bidder shall be asked to provide the Sample of material to be provided/ supplied/used at any point before finalization of the tender process. Vendor shall provide the sample free of cost without any liabilities on the Institute. All expenditure to be incurred for testing of samples, e.g., packaging, sealing, transportation, loading, unloading, etc., including testing charges, shall be borne by the contractor.
- 1.11 In case of annual rate contracts, the Contract may be extended for another year depending upon

the performance of the vendor. The contract extension is subject to the approval of the competent authority. As far as possible, the Contract shall be extended over the same terms and conditions. If any term, condition needs to be altered, omitted, or added, then this will be done with the mutual consent of both parties with no financial implications.

In case the vendor demands for rate increase, the Vendor shall submit the written request to Engineer Engineer-in-Charge. The competent authority shall take the decision. The extension of the contract shall be limited to a maximum of two times.

- 1.12 Any statutory approval from local authorities, municipal approvals, etc., shall be the responsibility of the vendor.
- 1.13 Validity of Tender: The tender for the work shall remain open for acceptance for 180 days from the last date of submission of tenders. If any tenderer withdraws his/her tender before the said period, or before issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then TISS shall forfeit the earnest money deposit of the bidder and the tenderer shall not be allowed to participate in the retendering process of the work.
- 1.14 All the tenders where the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Tenders received without EMD will be summarily rejected.
- 1.15 Levy / Taxes payable by contractor:
 - a. GST @18% on materials and services in respect of this contract shall be payable by the contractor.
 - b. The contractor shall deposit royalty and obtain the necessary permit as required for excavation and transport of soil, supply of sand, Aggregate, Stone, etc. from local authorities. TISS shall not have any liabilities in this regard.
- 1.16 Notification of amendments to the tender document: If the technical specification requires any modification, a suitable amendment to this tender document will be issued, and the same will form part of the tender document. Prospective bidders are advised to regularly visit the TISS website or the CPP portal and Tender Wizard Portal for Corrigendum/amendments, etc., if any, will be notified only on the TISS website /CPP portal/Tender Wizard Portal, and no separate advertisement will be made for this.
- 1.17 Quoted rates to include all taxes (except GST): Sales tax, VAT, 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 Government 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 Government from time to time shall be deducted from the bills payable to the Contractors, for which a TDS certificate shall be issued by the Department

2 TECHNICAL BID/ ELIGIBILITY CRITERIA

- 2.1 Experience of having successfully completed works during the last 7 years ending previous day of the last date of submission of tenders.
- 2.2 Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender, or two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender or one similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.
- 2.3 Turnover: Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.
- 2.4 Profit/Loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets, duly audited and certified by a Chartered Accountant.
- 2.5 Solvency Certificate: Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).
- 2.6 Notice Inviting Tender (NIT) along with all the conditions, terms of contract, and bidder's instructions duly signed by the bidder.
- 2.7 List of Clients and ongoing projects during the last 3 years.
- 2.8 Earnest Money deposit of **Rs9200/=** (interest-free)
- 2.9 PAN Card copy.
- 2.10 GST registration copy.
- 2.11 The documents regarding the satisfactory performance of works, list of completed and ongoing works, personnel, establishment, plant, equipment, Registration certificate of CPWD, PWD, PSU, Government organizations, BMC, empanelment letter of reputed organizations/ institutions, etc., may be incorporated.

3 FINANCIAL BID

- 3.1 Mode of submission of bid is Online/ Offline. Information for submission of online/ offline bid is given under the conditions of the contract. **As the tender is an Item rate contract, each bidder shall upload/fill item-wise bid amounts in the bid sheet.** Tenderers shall fill in the rates and calculate the amount precisely up to two decimal points. The total amount shall be written clearly in numbers as well as in words. Bidders shall refrain from making any overwriting in the bid sheet. Bidder shall compulsorily mention the Name of the firm/ bidder in the bid sheet.
- 3.2 All rates shall be quoted on the tender form by the tenderers in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out, and the requisite totals given. However,
- i) The rate(s) must be quoted in decimal coinage.
 - ii) If a discrepancy is found, the rates that correspond to the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.
 - iii) If the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rates Quoted by the tenderer in words shall be taken as correct.
 - iv) Where the rate quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the rate quoted by the tenderer will, Unless otherwise proved, it is taken as correct and not the amount.
 - v) In the event no rate has been quoted for any item(s), leaving space both in the figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero, and work will be required to be executed according scope of work.

Scope of Work

Before commencement of work, proper surface dressing of the area shall be carried out. Care should be taken to identify and protect any underground pipes, cables, or utilities before excavation to avoid damage.

- **Excavation:** -
Excavation of earthwork along the proposed alignment of the drain from the Dining Hall up to the existing nala, including dressing, leveling, and disposal of surplus soil as directed.
- **Drain Construction:** -
Construction of drain side walls in half-brick masonry with cement mortar (1:4), including curing and finishing for durability.
Providing cement mortar plastering/lining inside the drain to ensure smooth flow and prevent seepage.
- **RCC Base:** -
Laying of 100 mm thick RCC base (1:2:4) at the bottom of the drain to enhance stability, avoid settlement, and prevent cracking.
- **Covering with MS Grating:** -
Supply and fixing of MS grating over the drain for safety and ease of cleaning.
Grating to be fabricated using flat 50 × 6 mm sections and 12 mm rods, properly welded and painted with two coats of anti-corrosive paint.
- **Connection to Existing Nala:** -
Proper joining of the newly constructed drain with the existing nala to ensure uninterrupted flow of wastewater.
Finishing and sealing at the junction point to avoid leakage and erosion.
- **Cleaning and Site Restoration:** -
Removal of construction debris and leveling of the site after completion of work.

Please see the attached BOQ and standard drawing for further details and understanding.

4 CONDITIONS OF CONTRACT

4.1 Performance guarantee (Interest-free): -

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as performance guarantee in the form of Demand Draft / Fixed Deposit Receipt / Bank Guarantee/ Banker's Cheque from Scheduled bank to be submitted within 14 days from the date of issue of work order or before commencement of work whichever is earlier. The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority and submission of the final bill by the contractor as per the joint measurement within 60 days.

4.2 Security deposit (Interest-free):-

The Security Deposit at 5% of the gross amount of the bill shall be deducted from each running bill as well as the final bill of the contractor till the sum deducted amounts to the Security Deposit of 5% of the tendered value of the work. Security deposit will be returned after completion of the defect liability period.

4.3 Measurement and records: -

Vendors shall record all the measurements in standard format. Vendor shall maintain the attendance of workers for any kind of services and work. Vendor shall click before and after photographs of works at the time of execution. In case of maintenance of plants, installations, and machinery (Chillers, AHU, Circulation Pumps, Water pumps and motors, Sewage treatment plant, Solar water heaters, Firefighting installations, VRF, Split and window AC, Dining hall equipment, Diesel Generator, etc.) vendor shall produce the service and maintenance report. Vendor shall obtain the signature of the end user as a user satisfaction report in the prescribed format.

For Comprehensive/Non-Comprehensive Maintenance work contractor shall maintain a work register and shall obtain the sign of the end user at completion of work for every visit. The register shall include date, executed work, quantity, etc. Contractor shall produce the service report of each service as and when asked by the Engineer in charge.

4.4 Inspection report: -

Vendor shall obtain the inspection report from the Engineer in charge after completion or partial completion of work.

4.5 Completion Certificate: -

Vendor shall complete the work in all aspects with the desired quality. Vendor shall obtain a completion certificate from the Engineer in charge before submission of the bill.

4.6 Contractor Liable for Damages, defects during the defect liability Period: -

Six months in the case of work costing Rs. Ten lacs and below (except road work) and twelve months in case of work costing more than Rs. Ten lacs. If the contractor or his working people or servants

shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below, except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. 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.

4.7 Payment on intermediate certificate to be regarded as Advances: -

No payment shall be made for work, estimated to cost Rs. Five lac or less, till after the whole of the work shall have been completed and a 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 based on such recorded measurements.

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

4.8 Advance payment: -

Advance payment is prohibited. Vendor shall claim the full bill amount after successful completion of work or run an amount bill for partial completion of the bill. An advance payment may be granted in exceptional cases with the approval of competent authorities.

a) Secured advance on material: - Advance shall be paid during the progress of the execution of the work up to 75% of the assessed value of any materials or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of the

Work, whichever is lower, which are in the opinion of the Engineer-in- Charge nonperishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

- 1) Advance payment to supplier: Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments, for example, in the following types of cases:-

- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
- (ii) Advance payment demanded by firms against fabrication contracts, turn-key contracts, etc. Such advance payments should not exceed the following limits :
 - (a) Thirty per cent. of the contract value to private firms;
 - (b) Forty per cent. of the contract value to a State or Central Government agency or a Public Sector Undertaking; or
 - (c) In case of a maintenance contract, the amount should not exceed the amount payable for six months under the contract.

The vendor may be required to submit a bank guarantee against the advance payment. Any other form of security, like a corporate Indemnity Bond, FDR, shall require the approval of the competent authority.

4.9 Bill submission & payment: -

In case of running account bills or bills against the Annual rate/maintenance contracts, the vendor shall submit the bill on or before the 5th day of the month. Bills submitted after this time frame shall be processed in the next month. Vendor shall be fully responsible for the delay in payment due to the late submission of the bill.

Vendor shall produce a copy of the B2B certificate, GST payment challan, Measurements, attendance of labourers and supervisors, before and after photographs of work and services, service and maintenance report of plants and machinery, etc., along with the invoice. No bill shall be accepted without the attachment of the said documents. In case of Maintenance of plants, equipment, and machinery, a report of satisfactory performance indicating no defect in the functioning of any equipment shall be produced with the submission of each bill over the letterhead of the vendor. In the event of transfer of the annual maintenance contract to the other vendor, the previous vendor shall hand over the entire system in working condition to the new vendor. It is the responsibility of the new vendor to check and satisfy themselves for 'no defects and healthy working condition of the plant, machinery, equipment, installation, system, etc. Final bill and other payables shall not be settled for the previous vendor until satisfactory handover of the system. If the previous vendor fails to rectify defects in the system, the same will be rectified through the new vendor, and the necessary rectification cost shall be deducted from the final settlement of the previous vendor.

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

4.10 Warranty and quality of material: -

Any material/ fitting/equipment to be installed in the institute shall be of the ISI mark and IS standards unless otherwise specified. No lower quality/grade material shall be allowed. Contractor shall surrender the removed material/fitting to the Institute. Newly installed material shall be the property of the institute, and no claims shall be entertained.

Any material provided, delivered, or supplied shall cover the manufacturer's warranty. If the OEM is the bidder minimum warranty shall be of one year. Replacement and repair of any material or installation is the complete responsibility of the vendor at no extra cost. Warranty of any material or installation, or equipment shall be considered as one year unless otherwise specified.

4.11 Supply of Water & Electricity:

Water and electricity shall be supplied to the contractor by the Institute free of cost, subject to the conditions:

i) The Source of Water and Power Supply will be given at one point. All other arrangements have to be made by the Contractor.

ii.) Contractor(s) shall make/ their arrangement of water/electricity/connection and laying of pipelines/ connection from the existing main source of supply as directed by the Engineer-In-Charge.

iii.) Institute do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such breakdown.

4.12 Unrealistic rates and negotiation: -

In case of unrealistic rates submitted by the vendor in any individual item of bid, part of bid, or full bid, then the tender shall be considered as unbalanced, and in case the tenderer is unable to provide a satisfactory explanation, such a tender shall be disqualified, and the tender will be rejected.

If the rates quoted by the vendor are higher than the estimated rates or market rates, the lowest bidder shall be called for the negotiation. The lowest bidder is expected to be open for negotiation and to provide the best possible revised rate for the individual item of bid, any part of the bid, or the full bid.

4.13 Determination of contract: -

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

i. If the contractor has been given by the Engineer-in-Charge a notice in writing to

rectify, reconstruct, or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirements of such notice for 7 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 so that in the opinion of the Engineer-in-Charge (which

shall be final and binding) he/she will be unable to secure completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the Engineer-in-Charge.

iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.

iv. If the contractor persistently neglects to carry out his/her 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/her in that behalf by the Engineer-in-Charge.

v. If the contractor shall obtain a contract elsewhere as a result of wrong tendering or other non-bona fide methods of competitive tendering.

vi. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

vii. In case of unlawful activities, use of lower standard material/fittings, inferior work quality, breaches of contract, etc.

When the contractor has made himself/herself liable for action under any of the cases aforesaid, the Engineer-in-Charge, on behalf of the Registrar, Tata Institute of Social Sciences (TISS), shall have powers:

a. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence), upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited, and shall be absolutely at the disposal of TISS.

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 unexecuted out of his/her 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.

viii. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason 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 provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work

thereof or performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof, and he/she shall only be entitled to be paid the value so certified.

The contract may be terminated due to administrative reasons specified in writing within a month from the side of the Institute with the issue of a written notice.

The contract may be terminated with mutual consent with a notice period of two months from the side of vendor and a notice period of one month from the side of Institute.

4.14 Contractor liable to pay compensation even if contract is not determined:

In any case in which any of the powers conferred upon the Engineer-in-Charge under the contract, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor), use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part.

4.15 Termination of Contract on the death of the contractor: -

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

4.16 Work not to be sublet. Action in case of insolvency: -

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf Registrar, Tata Institute of social sciences shall have power to terminate the contract with immediate effect.

4.17 Compensation for delay of work (Liquidity damages): -

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or justified extended date of completion he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the suitable rates may decide on the amount of accepted Tendered Value of the work for every completed.

Day/month (as determined). Damage suffered due to stated delay on the part of Contractor, 1% to 10% per month of delay to be computed on per day basis on the accepted tendered value, based on the quantum of damage suffered.

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.

4.18 Time Extension for delay:-

The time allowed for execution of the works as stipulated in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in the contract. If the Contractor commits a default in commencing the execution of the work as aforesaid, TISS shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee. As soon as possible after the Contract is signed, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) to complete the work as per the mile stones given.

If the work is delayed by:

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e. Delay on the part of other contractors or tradesmen engaged by the Engineer-in-Charge in executing work not forming part of the Contract, or
- f. Non-availability of stores, which are the responsibility of TISS to the supplier.
- g. Non-availability or breakdown of tools and plant to be supplied or supplied by TISS or
- h. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

4.19 Deviations / Variations: Extent and Pricing:

The Engineer-in-Charge shall have power

(i) to make alterations 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 reason

Other reasons and the contractor shall be bound to carry out the works by any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

4.20 Quantity deviation:

1. Deviation means an increase or decrease in the quantities of agreement items.
2. Deviations up to +/- 10% of the agreement quantity will not require any sanction.
3. Items deviating beyond +/- 10% of the agreement quantity need a sanction for total deviation (including initial +/- 10%)

All the deviated quantities shall be paid at agreement rates.

4.21 Price deviation:

The completion cost of any agreement for maintenance works, including works of upgradation, aesthetic, special repair, addition/ alteration, should not exceed two times the contract amount. Deviation up to 1.25 times of the contract amount shall be approved by the Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times of contract amount shall be approved by the competent authority with recorded reasons.

4.22 Deviation and Time Extension:

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 Engineer-in-Charge.

4.23 Substituted Items and Pricing:

- i. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- ii. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

4.24 Extra Items:-

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

4.25 Avoidance of sub-standard work: -

The contractors are required to execute all works according to the specifications laid down, and in a proper workmanlike manner. The motto of the Department is to maintain quality, speed and economy in cost in the execution of any work. There is no compromise on the quality of work.

When defects/deficiencies crop up during the maintenance period rectifying the same shall be done within the prescribed maintenance period. If the contractor does not rectify the defect or make good the deficiency, the work is got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost.

4.26 Acceptance of sub-standard work: -

In general, sub-standard works should not be allowed to occur, as they reflect poorly on the professional competence of the field staff and adversely affect the image of the Department. Acceptance of work below specifications and/or below acceptable levels of workmanship, and the resulting payment at reduced rates for such defective/deficient works is resorted to only for those items where materials conforming to the required specifications are not available, or where it is structurally impossible to get the work re-done or where in opinion of Engineer In charge, it is expedient to do so. Acceptance of sub-standard work at reduced rates is done only under exceptional circumstances by the Engineer in charge or by the next higher authority. The total value of quantities of items at the agreed rate for which the Engineer in charge or the higher official accepts sub-standard work in a contract shall not exceed 5% of the contract value.

4.27 Action in case of work not done as per specifications:

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

If it shall appear to the Engineer-in-charge or his/her authorised subordinates in charge of the work, or his/her subordinate officers, or the officers of the organization engaged by the Department, 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 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the agreed rate for this default in such case the Engineer-in-Charge may not accept

the item of work at the rates applicable under the contract but may accept such items at reduced rates. The decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

4.28 Suspension of work

TISS reserves the right to suspend the work with one day's notice in case of unlawful activities, use of lower standard material/fittings, inferior work quality, breach of contract, etc., attributed to the part of the Contractor. The work shall remain suspended until necessary rectifications are done and further intimation from the Engineer in charge. No Compensation shall be given to the vendor for any loss incurred due to suspension of work.

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) On account of any default on the part of the contractor or;
- (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) For the safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in Charge.

4.29 Foreclosure of contract due to abandonment or reduction in scope of work:

If at any time after acceptance of the tender, TISS shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer- in- charge or competent authority shall give notice in writing to that effect to the contractor 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/she 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 the full amount for works executed at the site.

4.30 Contractor to supply tools & equipment's etc.:

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & equipment. In addition to this, appliances, implements, other accessories, ladders, cordage, tackle and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for setting out works, and counting, weighing, and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing/her, the same may

be provided by the Engineer-in-Charge at the expense of the contractor, and the expenses may be deducted from any money due to the contractor, under the contract and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

4.31 Lump sum provision in tender:

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

4.32 Labour laws to be complied with 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 abide by the provisions of the Child Labour Prohibition & Regulation. Act-1998. The contractor shall also comply with the provisions of the Building and Other Workers (Regulation of Employment & Conditions of Service) Act, 1996, and the Building and Other Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

4.33 Minimum wages act to be complied with:

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

4.34 Settlement of Disputes by Conciliation and Arbitration: -

All questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as per the standard arbitration procedures by appointing the arbitrator. The Appointment of an arbitrator shall be dependent on the amount of the claim and other allied parameters.

4.35 Confidential Information:

The drawings, specifications, prototype, samples, and such other information furnished to the contractor relating to the supply/work, sub-systems/equipment, etc., are to be treated as confidential, which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees, and the permitted assignees or such other persons or agents directly or indirectly concerned with the work/supply to the confidential nature of the drawings, specifications, prototype samples, etc. It is a further condition of the contract that the

contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, gift, or communicate any such confidential information, and also the component, sub-assembly, products, or by-products.

4.36 Tendered rates to cover overheads and profit:

The rates quoted shall also cover the cost of necessary protection, including labour, materials, and equipment to ensure safety and protection against risk or accident, compensation for injury to life and damage to property, if any, caused by the contractor's operations connected with this work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in the cost of materials, labour, and conditions, or any other conditions. No separate claim on this account will be entertained by the Department.

Unless otherwise stated in the schedule of quantities, rates for the item quoted by the tenderer should be for the complete work, including supply and fixing with all materials, and should be for all heights and depths, lifts and leads, lengths and widths involved in the work.

The contractor, when called for by the Department, should furnish a detailed rate analysis in support of the rates quoted by him against each item of the tender. The Department reserves the right to utilize the analysis thus supplied in settling the rate of any deviations or claims arising in this contract.

4.37 Claims against the contractor:

Whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any Government promissory notes, etc., forming the whole or part of such security. In the event of the security deposit having been taken from the contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor, under this or any other contract with the Department. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay the Department, on demand the balance remaining due department shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of the due audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not have been executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Department to recover the same from him in the manner prescribed above 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, amount of such under payment shall be duly paid by the Department to the contractor.

4.38 Mode of measurements:

Measurements for all hidden items once taken jointly and so accepted by the tenderer in the bills, in writing, shall be final and binding. No re-recording of measurements for hidden items of work will be permitted. The contractor shall provide at his own cost suitable weighing and measuring arrangements at the site for checking the weight/dimensions as may be necessary for execution of the work.

All measuring tapes (of steel), scaffolding, and ladders which may be required for taking measurements shall be supplied by the contractor. If the contractor fails to accompany the Engineer-

in-Charge or his duly authorised person to take measurements, then he shall be bound by the measurements recorded by the Engineer-in-Charge or his representative.

4.39 Security regulations:

The contractors have to follow the regulations of the Department at the work site regarding entry of personnel, material, etc., and any other regulation that might be enforced from time to time. All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly, no materials shall be taken out from the Departmental premises without a proper gate pass, which will be issued by the Engineer-in-Charge to the contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of Departmental personnel.

For working on Sundays, Holidays, and late hours, even though permission will be accorded by the Engineer-in-Charge, the contractor will have to make an application to the Security Department also, and keep them informed well in advance. The contractor, his agents, representatives, workmen, etc., and his materials, carts, trucks, or other means of transport, etc., will be allowed to enter through and leave from such point of entry/exit at such times, and the authorities in charge of the area, at their sole discretion, may permit. The contractor, his agents, and representatives are required to be in possession of the individual identity/muster cards or passes. The muster cards or passes are examined by the security staff at the time of entry/exit inside the departmental area.

The contractor, his agents, representatives, and workmen shall strictly observe the orders pertaining to prevailing fire precautions. In addition to the above, other security regulations as may be imposed by the Security authorities / Engineer-in-Charge shall be complied with / observed by the contractor and his workmen, in addition to the above. Any breach of the above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of the observation of the Security regulations.

To take the materials off the campus for disposal/ replacement, it is the responsibility of the contractor to obtain prior approval and request a valid GATE PASS for any such material.

4.40 Contractor to keep site clean:

When the works are carried out, the splashes and droppings from white washing, colour washing, painting etc. on wall, floors, doors, 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 contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor, either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give seven days' notice in writing to the contractor.

4.41 Integrity Clause: -

- a) It is hereby specifically agreed that the firm/vendor/contractor will not pay, offer, demand, or accept bribes of any sort and that they shall disclose all commissions and similar expenses paid to anybody in connection with the contract.
- b) It is understood that violation of the aforesaid clause shall entail a sanction, which could include loss or denial of contract, forfeiture of bid or performance security liability for damages, debarment for future contracts. Besides, action in accordance with law and criminal or disciplinary action against any employee of the institute, who seeks, demands accepts bribes of any sort.

- c) The vendor/ supplier /contractor shall declare that they have not been convicted by any court for any have not been formally investigated for a corruption crime, and have not/will not resort to bribery or any other form of corruption in the context of the contract.
- d) Any misinformation or wrong declaration shall provide TISS the right to cancel the contract unconditionally.
- e) Vendor shall start the work related to part 'A' within seven days of receipt of the work order and shall finish the work within 45 days from the date of commencement of the work.

5 Standard Conditions

- 5.1 The contractor shall complete the work within the stipulated time frame as per the accepted rates and specifications on and required basis.
- 5.2 The entire work shall be carried out by the contractor in accordance with the conditions and specifications stipulated in the schedule of quantity/quotation and the best workmanship manner and as per standard practice.
- 5.3 Materials required for satisfactory completion of work shall be of the best quality, make, grade, as mentioned in the quotation and/or conforming to Indian standard specification (latest edition), wherever applicable, and approved by the Engineer-in-Charge.
- 5.4 Contractor to quote the rates, including all taxes other than GST, Octroi, entry tax, and all other taxes. Any other charges incurred by the contractor but not payable as per this work order will not be paid/reimbursed. GST will be paid in addition to the quoted rate soon production of the B2B form.
- 5.5 Any damage to the Institute property will be made good at the contractor's risk and cost.
- 5.6 The Institute reserves the right to reject the bad work / or pay for the inferior quality work at reduced rates, as will be worked out by the Institute. The Institute's decision in this regard will be final and binding on the contractor.
- 5.7 Space for labour huts will not be provided on the campus.
- 5.8 The Institute will not be held responsible for payment of any compensation to the laborers engaged by the contractor. Contractor will pay all compensations, etc., including accident compensations, to his laborers.
- 5.9 Implements/materials required for the work shall be provided by the contractor. The Institute's property/materials shall not be used by the contractor. A suitable penalty shall be charged if the contractor fails to observe this condition.
- 5.10 Contractor shall follow all safety rules and security procedures that are in force and applicable during execution of work.
- 5.11 The contractor shall comply with the provisions of all acts, statutory rules and regulations, etc., of the central and state governments as may apply to his case. And if necessary, get himself duly registered as required by the said acts, statutes, rules, regulations, etc.
- 5.12 The Institute will not be held responsible for payment of any compensation to the labourers engaged by the contractor; the labourers cannot claim any right to employment in TISS.
- 5.13 The contractor shall submit he running / final bills. These bills shall be paid after proper and thorough scrutiny by the Institute Engineer after submission of the bill.

- 5.14 The contractor shall not at any time cause or permit any nuisance on the site or adjoining areas or do anything which shall cause unnecessary disturbances or inconveniences to the owner, residents, guests, students, etc.
- 5.15 Contractor shall obtain the necessary gate pass; labor tokens from the security officer.
- 5.16 Contractor shall obtain prior permission for carrying out work on Sundays & holidays.
- 5.17 In case the machine is not repairable on the premises, the same shall be carried to your workshop at your own expenses with the written permission of the competent authority.
- 5.18 Method of work, specification, mode of measurement, and other details, wherever not mentioned, should be followed as per the Indian standard code of practice or as per the engineer-in-charge's instructions.
- 5.19 Contractor shall inform in advance and obtain prior approval before undertaking any extra items. The rate for such extra items, if approved, will be based on the calculation of existing market rates.
- 5.20 If there is any abnormal increase or reduction in the quantum of work as mentioned in NIT, no compensation or extra rate shall be paid on this account.
- 5.21 The owner will be at liberty to cancel some of the items from the contract. In such cases, the contractor cannot claim any compensation or percentage as profit.
- 5.22 The Contractor shall employ full-time technically qualified staff with adequate experience during the execution of the work.
- 5.23 The quality, time schedule for completion of work, and well behavior with the Client, and the engineers of this project shall be essential & for this project.
- 5.24 This contract shall be deemed to have been made in Mumbai, and only the court of competent jurisdiction in Mumbai shall have jurisdiction to determine any question or dispute arising out of the contract.
- 5.25 On the completion of the works, the contractor shall at his own cost clear away and remove from the site all construction material, equipment, surplus materials, rubbish, and leave the entire site and works clean in a workmanlike condition to the satisfaction of the employer.
- 5.26 Before starting any work, the contractor shall prepare a detailed work schedule showing all milestones in order to complete the work in time and to the satisfaction of the Architect/Engineer-in-charge
- 5.27 Vendor must submit work methodology/method statement & checklist prior to starting the work. The vendor will not be permitted to work unless the method statement is approved.
- 5.28 Safety of the labourers is entirely the contractor's responsibility.

ORGANIZATION INFORMATION

- 1) Name of Applicant/Firm/Organization:-
- 2) Address: -
- 3) Telephone:-
- 4) E-mail:-
- 5) GST Registration: -
- 6) PAN:-
- 7) ESI &EPF:-
- 8) Any registration (PWD/CPWD/BMC/any other organization):-
- 9) Bank Details:-
- 10) MSME Registration:-
- 11) Expertise:-
- 12) Ever worked with TISS:-

TATA INSTITUTE OF SOCIAL SCIENCES
V.N. Purav Marg, Deonar, Mumbai 400 088



Tender No. TISSDRAIN25-26

Name of Work: 'Construction of Drain from Dining Hall to Existing Nala at TISS, Mumbai campus'

Technical Bid: Eligibility criteria

Name Of The Tenderer		
Sr. No:	Description	Documents Submitted Online (Required Documents Scan Copies Should be uploaded online) Yes /No
	Technical Bid: Eligibility criteria	
1	Technical Bid: • Each bidder shall upload the following documents, including the tender document. Tenders submitted without any of the following documents will be disqualified from the bid process.	
2	Experience of having successfully completed works during the last 7 years ending previous day of the last date of submission of tenders.	
3	Three similar completed works , each costing not less than the amount equal to 40% of estimated cost put to tender, or Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender or One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.	
4	Turnover: Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.	
5	Profit/Loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during the available last five consecutive balance sheets, duly audited and certified by a Chartered Accountant.	

6	Solvency Certificate: Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT).	
7	Notice Inviting Tender (NIT) along with all the conditions, terms of contract, and bidder's instructions duly signed by the bidder.	
8	List of Clients and ongoing projects during the last 3 years.	
09	Earnest Money deposit of Rs 9200 /= (interest-free)	
10	PAN Card copy.	
11	GST registration copy.	
12	The documents regarding the satisfactory performance of works, list of completed and ongoing works, personnel, establishment, plant, equipment, Registration certificate of CPWD, PWD, PSU, Government organizations, BMC, empanelment letter of reputed organizations/ institutions, etc., may be incorporated.	

Vendor Address & Contact:-

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Registrar, TISS

Name of Work : Construction of Storm water Drain from Dining Hall to Existing Nala at TISS, Mumbai Campus

Contract No:

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder In Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	EARTH WORK						
1.1	Earth work in excavation by mechanical means						
1.1.1	All kinds of soil.	35.320	cum			0.00	INR Zero Only
1.2.1	All kinds of soil	545.000	sqm			0.00	INR Zero Only
2	REINFORCED CEMENT CONCRETE						
2.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :						
2.1.1	1:1.5:3(1 cement: 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	3.210	cum			0.00	INR Zero Only
2.2	Steel reinforcement for R.C.C. work ready to use "cut and bend" rebars of approved make from factory/workshop to construction site including placing in position and binding all complete above plinth level.						
2.2.1	Thermo-Mechanically Treated bars of grade Fe-500D or more.	171.810	kg			0.00	INR Zero Only
3	MASONRY WORK						
3.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:						
3.1.1	Cement mortar 1:6(1 cement :6 coarse sand)	9.720	cum			0.00	INR Zero Only
4	STEEL WORK						
4.1	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.						
4.1.1	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	1171.000	kg			0.00	INR Zero Only
5	FINISHING						
5.1	12 mm cement plaster finished with a floating coat of neat cement of mix:						
5.1.1	1:3(1 cement: 3 fine sand)	113.240	sqm			0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					



