



**E-TENDER REFERENCE NO: VJTI/IM/FURNITURE/06/2024**

FOR

**Name of Work: Supply and Installation of Customized  
Furniture for P.G. Boys' Hostel at  
VJTI, Matunga, Mumbai.**

**Dean ID &M**

**Registrar**

**(Standard Bid Document)**

**Website: [www.vjti.ac.in/tenders](http://www.vjti.ac.in/tenders)**

**Veermata Jijabai Technological Institute  
(Autonomous Institute of Govt. of Maharashtra)  
H.R. Mahajani Road, Matunga (East), Mumbai-400019**

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**SECTION 1**

**E-TENDER NOTICE**



# VJTI

Veermata Jijabai Technological Institute  
(Erstwhile- Victoria Jubilee Technical Institute, Est.1887)  
Matunga, Mumbai 400 019  
(Central Technological Institute, Maharashtra state) Tel.  
No. 022-24198155(Off), Fax 24102874 [www.vjti.ac.in](http://www.vjti.ac.in)

**E-TENDER REFERENCE NO:** VJTI/IM/FURNITURE/06/2024

Date: 29.01.2024

## **e-TENDER NOTICE**

### **Sub: Supply and Installation of Customized Furniture for P.G. Boys' Hostel at VJTI, Matunga, Mumbai.**

The Veermata Jijabai Technological Institute (VJTI) invites e- tender to appoint Contractor for the aforementioned work from contractors of repute, i.e. eminent firms, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013. The contractors registered with the PWD Maharashtra or BMC or Central/State Government/Semi Govt. Organization or Central/State Public Sector Undertakings or carried out similar works in last 5 years for any of the above mentioned authority/Organization/Entity can submit the Bid.

The application form can be downloaded from NIC's portal (<https://mahatenders.gov.in>).

- i) The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also the bidder has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents. For purchasing the Tender documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process

and obtain login credentials to participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>.

Name and location of work	Contract period	Estimated Cost of the Project
<b>Supply and Installation of Customized Furniture for P.G. Boys' Hostel at VJTI, Matunga, Mumbai.</b>	<b>04 months (Including monsoon period)</b>	<b>Rs.3,91,47,262/- (Three Crore Ninety One Lakh Forty Seven Thousand Two Hundred Sixty Two Rupees Only) (Without G.S.T.)</b>
		<b>Rs. 4,61,93,769/- (Four Crore Sixty One Lakh Ninety Three Thousand Seven Hundred Sixty Nine Rupees Only) (With G.S.T.)</b>

- ii. Tender documents are invited in two bid system for the above work
  - Packet '1': Prequalification of the vendors (Technical Bid)
  - Packet '2': Bill of Quantities (Financial Bid)
- iii. The bidders are requested to submit the tender documents in two bid system only i.e. Technical Bid in Attachment of Packet '1' & Financial Bid in Attachment of Packet '2'.
- iv. Bidders should note that the Technical Bid (i.e. Packet '1') will be opened first, and the Financial Bid (i.e. Packet '2') will be opened only for qualified bidders.
- v. EMD for the Tender is Rs.2,31,000.00 (Rupees Two Lac Thirty One Thousand Only) and to be paid online.

The Director, VJTI reserves the right to reject all or any of the e-

tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the NIC Portal (<https://mahatenders.gov.in>).

The Applicants interested in the above referred work may contact the Dean Infrastructure Development & Maintenance at the following address on any working day during office hours.

**Infrastructure Development & Maintenance Section**

**Ground floor, Main Building, VJTI**

**H.R. Mahjani Marg, Mumbai -**

**400 019.**

Email: dean\_infra@vjti.ac.in

Bidders shall note that any corrigendum issued regarding this Bid notice/ Tender will be published on the VJTI portal and Mahatender portal only. No corrigendum will be published in the local newspapers.

  
**Registrar**

**HEADER DATA**

Tender Document Number	VJTI/IM/FURNITURE/06/2024
Name of Organization	VJTI Mumbai
Subject	<b>Supply and Installation of Customized Furniture for P.G. Boys' Hostel at VJTI, Matunga, Mumbai</b>
Estimated Cost Without G.S.T.	<b>Rs.3,91,47,262/-</b>
Estimated Cost With G.S.T.	<b>Rs.4,61,93,769/-</b>
Bid Security Deposit/Earnest Money Deposit	<b>Rs.2,31,000/-</b> (the "EMD"),
Sample Scrutiny Fees (Non-refundable)	Rs. 29,500/- (Rs.25,000/- fee +9% SGST+ 9% CGST)
Date of issue and sale of tender	29/01/2024 from 17:00 Hrs
Last date & time for sale of tender	26/02/2024 upto 17:00 Hrs
Site visit and Pre-bid meeting	16/02/2024 upto Site visit upto 12:00 Hours Meeting 12:15 Hrs
Submission of Packet '1', & '2' (Online) & Receipt of Bid Security Deposit (EMD)	26/02/2024 upto 17:00 Hrs
Opening of Packet '1'	28/02/2024 after 11:00 Hrs
Opening of Packet '2'	05/03/2024 after 15:00 Hrs (Tentative)*
Address for communication	Office of the: Dean Infrastructure Development & Maintenance Infrastructure Development & Maintenance Section Ground floor, Main Building, VJTI H.R. Mahajani Marg, Matunga, Mumbai - 400 019.
Venue for opening of bid	Online in the office of Dean Infrastructure Development & Maintenance

**This tender document is not transferable.**

The VJTI reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

**NOTE:** -Due to any unforeseen circumstances if any of the date mentioned in the header data is declared as public holiday, in that case all the dates\* will get shifted by one day on next working day.

  
**Registrar**  


**SECTION 2**

**ELIGIBILITY CRITERIA**

**(PRE-QUALIFICATION CONDITIONS OR**

**PRE-QUALIFICATION CRITERIA)**



## **A. Technical Capacity**

(1) The tenderer(s) in their own name should have satisfactorily executed the work of similar nature and on their own in Govt. /Semi Govt. or Public Sector Organizations, Educational Institutes such as IIT/NIT/IISc/IIM/IIIT/IISER during last five (5) years ending last day of month previous to the one in which bids are invited as a Contractor.

a) Three similar completed works each of value not less than the value equal to 40% of estimated cost put to tender.

Or

b) Two similar completed works each of value not less than the value equal to 60% of estimated cost put to tender.

Or

c) One similar completed work of value equal and or not less than the 80% of estimated cost put to tender.

The value of completed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 6% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

(2) The bidder must be a 'Furniture Manufacturer', who is having Furniture Manufacturing Factory, to verify the same bidder must have to submit Furniture Manufacturing Factory License / Ownership document of his own Furniture Manufacturing Factory in 'Packet '1'. If required, a team from VJTI may visit the factory to inspect the set-up.

(3) The bidder must have valid ISO 9001: 2015 Certificate issued by reputed Certification bodies (recognized by the National Accreditation Board for Certification Bodies: NABCB)

(4) The bidder must have ZED-Gold (Zero Defect Zero Effect) Certificate issued by Ministry of MSME and Quality Council of India for Furniture Category No-31.

(5) The bidder must be a BIFMA (Business and Institutional Furniture Manufactures Association) member, or the bidder

must be holder of BIFMA Level 3 certificate. The certificate related to this must be verifiable on the respective portal.

- (6) **Similar Works/Experience:** For assessing the technical capacity of Furniture works; similar work shall mean; the completed or ongoing works only such as providing and placing of Furniture only.

(Similar work/experience must be of supply and installation of at least any two items (out of the two any one of the item shall be made up from primarily from wooden material) from the following:

- i. Wooden/Steel Cots/beds,
- ii. Wooden/Steel office/study table,
- iii. Wooden storage unit/ wardrobe.

- (7) In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed on the last day of month previous to the one in which bids are invited.

- (8) **Furniture Sample:**

- i. Bidder should submit samples strictly as per Tender Specifications, Drawings etc.(the samples shall be installed at room allotted to the respective bidder) of all tendered items (except for Storage Cupboard-Twin Sharing room i.e. double-door wardrobe) prior to the closing of the bid. Bidders shall obtain sample submission certificate from the office of Dean ID&M. It is mandatory to upload sample submission Certificate along with colour photographs of the installed samples else the bid will be rejected.
- ii. "Laminate for exposed surfaces/facia of all furniture items to be used: no. 10699, Mahagoni, Make Marino. Laminate for all internal faces furniture items to be used: no. 21081, White lily, Make Marino. Shade of powder coating metal sections: Dark Brown. Colour of

Mattress: Dark Brown/Dark blue/Royal blue/Dark Maroon/Dark red”.

- iii. Samples submitted by each bidder shall be examined/tested by a Panel duly authorised/appointed by VJTI. The bidder whose sample/samples do not qualify during the examination/testing/checking shall be considered ineligible in Technical Evaluation and shall not be eligible for further bidding process. Decision of Furniture examination panel shall be binding to all bidders. No complaint and correspondence shall be entertained and accepted in this regard.
- iv. Sample submitted by bidders other than successful bidder should be collected within one month from the date of opening of Financial Bid.
- v. Furniture assessment/evaluation forms (checklist) is annexed as Annexure – 6.

## **B. Financial Capacity**

- (1) Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ equal or greater than 100% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.
- (2) The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 6 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.
- (3) **Bid Capacity:**

Applicants/bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A * N * 2 - B)$$

Where,

A = Minimum turnover (Only Furniture works executed) in last 5 years (updated to the price level of the Financial year in which bids are received at a rate of 6% per year, compounded annually) taking into account the completed as well as works in progress.

N = period of completion of work (including monsoon period) (e.g. 4 months = 4/12 year)

B = Cost of works (Furniture works) in hand (during the period of work under consideration).

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the respective Engineer-in-Charge.

**Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if they have:**

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
- Non-information of shortfalls for curable defects shall not obviate the responsibility of the Bidder to submit the requisite documents as per tender requirements.
- It is the sole responsibility of the bidder to submit the required documents at the time of submission of bid.
- The Bid Capacity shall not be less than the estimated cost of the work.

  
Registrar

**SECTION 3**  
**DISCLAIMER**

## **DISCLAIMER**

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Director, Veermata Jijabai Technological Institute (VJTI), hereafter also referred as “The Authority”, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Veermata Jijabai Technological Institute (VJTI) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Director, Veermata Jijabai Technological Institute (VJTI), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements, and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Director, Veermata Jijabai Technological Institute (VJTI) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Director, Veermata Jijabai Technological Institute (VJTI), its employees and advisors make no representation or warranty and shall

have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Director, Veermata Jijabai Technological Institute (VJTI) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

The Director, Veermata Jijabai Technological Institute (VJTI) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that the Director, Veermata Jijabai Technological Institute (VJTI) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Director, Veermata Jijabai Technological Institute (VJTI) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Veermata Jijabai Technological Institute (VJTI) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Director, Veermata Jijabai Technological Institute (VJTI) shall not be liable in any manner whatsoever

for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

  
**Registrar**  




**SECTION 4**  
**INTRODUCTION OF VJTI**

Located in South Mumbai, VJTI is an autonomous institution owned by Maharashtra State Government. The institute offers programs in engineering and technology at the diploma, degree, post-graduate and doctoral levels. Established in 1887 (VJTI Memorandum of Association), VJTI started with two departments, namely the Sir J. J. School of Mechanical Engineering and the Ripon Textile School for the two branches of industry to meet the technical manpower requirements of Bombay and around.

The first step in the expansion of the Institute was taken in 1903 when courses in Electrical Engineering were introduced. The Technical & Applied Chemistry Department was added in 1906, followed by the Department of Sanitary Engineering in 1913. By G. R. No. 1850 of 27th June 1913, the institute was recognized as the Central Technological Institute of Bombay Province. In the early days, the Institute was housed in Byculla in a building donated for the purpose by Sir Dinshaw Maneckji Petit.

Soon after the First World War in 1923, the Institute moved to its present campus at Matunga. Besides Sir Petit, contribution of the liberal grants came from the Government and the Bombay Mill Owners' Association. A new block of northern light roof type construction was added in 1931 for housing the textile machinery and equipment which was obtained through the kind offices of Sir Ness Wadia.

The Bachelor Degree courses in Textile, Mechanical Engineering and Electrical Engineering were started In 1946, 1947 and 1949 respectively. Victoria Jubilee Technical Institute has played a very vital role in setting up IITs during 1955-60. Prof. Kelkar, founder director of IIT Kanpur and planning officer of IIT Bombay was VJTI Electrical Engineering faculty. Prof Sen Gupto, founder director of IIT Madras was Principal of VJTI.

The Institute has been affiliated to the University of Bombay and was one of the fourteen institutes selected by the Central Government for further development with grant-in-aid from Govt. of India. Prior to 1960 Victoria Jubilee Technical Institute was the only Institute offering Engineering degree and Post Graduate courses under the University of Bombay and enjoyed de facto autonomy.

In 1997, the Institute was renamed from its old name Victoria Jubilee Technical Institute to its present name Veermata Jijabai Technological Institute to honor mother of Chhatrapati Shivaji Maharaj.

VJTI is known for its high quality teaching, collaborative research, industry connect and strong alumni network.

## **SECTION 5**

# **E-TENDERING ONLINE SUBMISSION PROCESS**

## **E-TENDERING ONLINE SUBMISSION PROCESS**

Contractor has to enroll and obtain credentials for the same. Applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document.

**NOTE:** This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

I. Before entering into online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link <https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>

### **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / MTNL Trustline / Safe Scrypt / TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.

4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling in the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained through the contact details given in the tender document. Bidder should take into account of the corrigendum published if any before submitting the bids online.
9. The bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. The bidder should arrange for the EMD as specified in the tender.
11. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at

the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

15. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details.
19. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
20. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

21. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
22. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
23. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
24. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
25. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
26. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

The e-tender is available on NICs portal of Govt. of Maharashtra, <https://mahatenders.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet '1', &



Packet '2' of the tenderer will be opened as per the time-table shown in the Header Data in the office Dean Infrastructure Development and Maintenance. The Director, VJTI reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the VJTI Portal (<https://vjti.ac.in>) as well as on NIC Portal <https://mahatenders.gov.in>.

**SECTION 6**

**INSTRUCTIONS TO APPLICANTS**

**A. Equipment Capabilities as required for this work:**

The successful bidder will make the arrangements for the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of Engineer-in-Charge. The successful bidder will ensure commitment in this respect on an undertaking to be submitted along with the Bid in Packet '1'.

**B. Technical Personnel**

The contractor and/or its managerial staff should have qualification/experience appropriate to the function they fulfill. The minimum standard shall be increased by asking that at least one number or more of the contractor or its managerial staff have acquired qualifications or work experience to the needs of the contract. The minimum standard may also state that the person or persons responsible for managing the works must have a minimum of nos of years' experience working on similar nature of projects.

*Technical Staff as required for this work.*

Sr. No.	Requirement of Technical Staff		Minimum Experience(year)	Designation
	Qualification	Number		
1	Graduate Engineer/ Architect/ Interior Design & Decoration	1	5	Project Manager and Principal Technical Representative
2	Graduate Engineer/'Architect' / Interior Design & Decoration or Diploma in Interior Design & Decoration	1	2  5	Project/Site Engineer

(One of the technical staff must be Degree/Diploma in Interior Design and Decoration having expertise in preparation of furniture drawings)

Rate of recovery in case of non-compliance of the clause is stipulated at following rates:-

Sr. No.	Qualification	Rate of Recovery
1	Project Manager	Rs. 60000/-p.m.
2	Graduate Engineer/'Architect' / Interior Design & Decoration	Rs. 40000/-p.m.
3	Diploma in Interior Design & Decoration	Rs. 30000/-p.m.

Note:

- i. The requirements of technical staff and their experience can be varied depending upon nature of work decided by Dean ID&M with recorded reasons.
- ii. The failure in providing experienced technical and personnel with professional ability and even ignoring the instruction of the Engineer-in-charge shall be linked to penalization.

### **C. Time Period of the Project**

The entire project should be completed and delivered within **04 months** (Refer Annexure – 1) of time from the date of award of contract that **includes Monsoon**. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Work Order is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay compensation amount which shall be governed as per Clause-8(e) of Standard General Conditions of Contract.

The Contractor should complete the work as per phase given below:

¼ of the work in	:	¼ of the time
½ of the work in	:	½ of the time
¾ of the work in	:	¾ of the time Full
work in	:	Full of the time

Full work will be completed in **04 months** including monsoon.

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The Contractor is

supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programmer submitted by the Contractor.

#### **D. Contract Execution**

All required documents for execution of the contract shall be submitted within 7 days of the date of issue of Letter of Intent (LOI). If the documents are not submitted within the stipulated time a penalty of Rs.10,000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty and properly signed along with evidence/proof of payment of security/contract deposit within 07 days from the date of LOI received by the successful bidder.

The amount of Security Deposit retained by the VJTI shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by VJTI shall be adjusted towards the cost incurred by the Department on rectification work.

#### **E. SECURITY DEPOSIT AND ADDITIONAL SECURITY DEPOSIT**

##### **1. Security Deposit**

The security deposit shall mean and comprise of

- i. Contract Deposit and
  - ii. Retention Money
- i. **Contract Deposit** – The successful tender, hereafter referred to as the contractor shall pay an amount equal to **one (1)** percent of the contract sum within **Seven (7)** days from the date of issue of Letter of Intent (LOI). **Contract Deposit shall be paid in the form of Demand Draft (D.D.) drawn in favour of ‘Director VJTI’.**
  - ii. **Retention Money** – The contractor shall pay the retention money an amount equal to **four (4)** percent of the Contract Sum which will be

recovered from the contractors every bill i.e. interim / running / final bill.

## **2. Additional (Performance) Security Deposit**

- i. If the offer quoted by tenderer is 1% to 10% (rebate) below the tender amount, then the tenderer shall submit Demand Draft/BG of 1% Cost put to the tender as a performance security in Packet '2' (Scan copy of Demand Draft or Bank Guarantee shall be submitted with e-tender).
- ii. If the offer quoted by tenderer is more than 10% (rebate) below the tender amount (i.e. estimated cost put to tender), then;
  - a) If the rebate is between 10% to 15% of estimated cost put to tender then the tenderer shall submit Demand Draft or Bank Guarantee for the offer lower than 10% in addition to 1% amount as stated above (Sr.No.i) as a performance security in Packet '2' (Scan copy of Demand Draft or Bank Guarantee shall be submitted with e-tender) (For example; if the rate quoted by tenderer is 14% (rebate) below the tender amount, then the additional Security Deposit will  $14\% - 10\% = 4\%$  ).
  - b) If the rebate is more than 15% to the estimated cost put to tender (If bid/tender quoted is less than 15% below the estimated cost put to tender) then the tenderer shall submit Demand Draft or Bank Guarantee for the offer lower than 15% in addition to amount as stated above (Sr.No. i and Sr. No. ii(a)) as a performance security in Packet '2' (Scan copy of Demand Draft or Bank Guarantee shall be submitted with e-tender). The ASD amount for the balance percentage over & above 15% of the rebate be worked out at double rate (e.g. if the offer is 19% below, then  $(19-15=4\% \times 2=8\%)$ ).
- iii. The bid of the bidder, who does not submit the ASD in the form of Demand Draft or Bank Guarantee Bank Guarantee of required amount shall be summarily rejected.

### **3. Refund of Security Deposit**

#### **i. Refund of Contract Deposit**

The Contract Deposit shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) subject to no recoveries are pending against the said work, provided that the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of the Defect Liability Certificate.

#### **ii. Refund of Retention Money**

The Retention Money (full retention money amount) shall be released within 30 days after completion of 5 years DLP subject to no recoveries are pending against the said work, provided that the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

After issue of 'Certificate of Completion' with respect to the whole of the Works, retention money may be released against the Bank Guarantee (BG). The Bank Guarantee (BG) so issued should be valid for complete DLP.

#### **iii. Refund of Additional Security Deposit**

The additional security deposit (ASD), if any, shall be released within 30 days of the issue of 'Certificate of Completion' with respect to the whole of the Works.

Note:

- i. It shall be the responsibility of the bidder to keep the "submitted B.G." "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.
- ii. Bank Guarantee (B.G.) shall be from Nationalised Banks only
- iii. Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank

itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

**4. Action when whole of security deposit is forfeited:**

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Dean ID&M on behalf of the Director, VJTI shall have power to adopt any of the following process, as he may deem best suited to the interest of VJTI:

- (a) To rescind the contract (for which recession notice in writing to the contractor by the Dean ID&M shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of VJTI.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Dean ID&M as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the



contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Dean ID&M as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Dean ID&M shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractors amount of excess shall be deducted from any money due to the contractor, by VJTI under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against VJTI even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Dean ID&M the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

**F. Sub-letting of work, appointment of Sub-contractor, JV or Collaboration**

Sub-letting of work, appointment of Sub-contractor, entering Joint Venture, or Collaboration with other agency is not allowed in order to be fulfil the qualifying criteria.

Sub-letting of work, appointment of Sub-contractor, entering Joint Venture, or Collaboration with other agency is not allowed to execute this Contract.

**G. Site Visit and Pre-Bid Meeting**

It is compulsory to visit the site and attend Pre-Bid meeting. Site to be visited prior to pre-bid meeting. Site is available for visit on the day of pre-bid meeting from 10:00 am onwards. Pre-bid meeting will be held at Seminar Hall, Structural Engineering Department, VJTI. Certificate for site visit and pre-bid meeting attendance will be provided to the Contractor. This certificate should be attached/uploaded with the tender document in Packet '1'.

Contractor/Authorized representative (having experience in carrying out similar works) should attend the site visit and pre-bid meeting. The Pre-bid meeting should be attended by the same person who has visited the site. It is expected that the Contractor/Authorized representative have studied the tender document.

## **H. Submission of Tender**

### **PACKET '1' – Technical Bid**

The Packet '1' shall contain scanned certified copies (preferably colored copies scanned from original documents) of the following documents. Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet '1';

1. Valid Registration Certificates (copies of i. PF & ii. ESIC Registration Certificates).
2. Valid Bank Solvency Certificate of **Minimum Solvency amount Rs 5,00,00,000/- (Rs Five Crore Only)**.
3. A document in support of Registration under GST. Scanned copy of GST Registration Certificate.
4. Certified copies of valid 'PAN' documents and photographs of the individuals, owners, firms, private limited companies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
5. Latest Partnership Deed in case of Partnership firm duly registered and Registration Certificate with registrar of companies in case of Private Ltd/Public Ltd/Semi Govt & Govt undertakings. (Partnership Deed for firm or relevant documents of proprietary concern or Incorporation Certificate and MOA / AOA in case of Company).
6. Factory License & Ownership document of Bidder's own Furniture Manufacturing Factory.
7. Valid ISO 9001: 2015 Certificate issued by reputed Certification bodies (recognized by the National Accreditation Board for Certification Bodies: NABCB)
8. Valid ZED GOLD rated (Zero Effect-Zero Defect) certificate for (Furniture Category No-31) issued by Ministry of MSME, Govt. of India.

9. BIFMA (Business and Institutional Furniture Manufactures Association) Membership Certificate or BIFMA Level 3 certificate.
10. GST Return till Last Month/Quarter/latest as applicable.
11. Duly audited/certified balance sheet and profit and loss account for the last three financial years preceding the Financial Year in which bid is invited.
12. Income Tax Clearance / IT Return/Acknowledgement for the last three financial years preceding the Financial Year in which bid is invited.
13. Power of Attorney or Board Resolution for Authorized person of bidder as a signing authority to participate in tender and further process. The person will be responsible for all the correspondence.
14. The bidder shall submit the litigation history in Packet '1' under the head 'Details of litigation History'. If there is no Litigation History, the bidder shall specifically mention that there is no 'Litigation History' against him/her as per the clause of Litigation History. In case there is Litigation History, the Litigation History must cover – any action of blacklisting, debarring, banning, suspension, deregistration and cheating with State Govt., Central Govt., or any authority under State or Central Govt. / Govt. /Pvt. Organisation, initiated against the company, firm, directors, partners or authorised signatory shall be disclosed for the last 5 years from the date of submission of bid.
15. The list of similar type of works as stated in clause 'A' of Eligibility Criteria, successfully completed during the last Five years in prescribed proforma. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Also furnish details of all the similar type works completed/Ongoing in last 5 years with client details as prescribed in Proforma – II.
16. Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment of the

- minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers/C.A./Financial Institution shall be accepted as a evidence).
17. Statement showing assessed available Bid Capacity on bidders letterhead duly certified by CA.
  18. Indemnity Bond on of Rs. 100/- stamp paper as per the proforma annexed in Annexure -2.
  19. The undertaking on Rs. 100/- stamp paper as per the Annexure -3. (Irrevocable Undertaking) for compliance of provisions of G. S. T. Act.
  20. Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bid is invited with UDIN Number. (Proforma – III).
  21. List of Technical Personnel with their qualification working in tenderer establishment. (Proforma-IV).
  22. List of Equipment available at manufacturing plant and equipment to be deployed at site (primarily related to the works in this tender) available with tenderer (Proforma-V).
  23. The tenderer shall upload work plan as per the following outline:
    - i. GANTT chart/ PERT/ CPM/BAR chart showing the completion of work within prescribed time period, considering major activities.
    - ii. Organizational set up envisaged by the contractors.
    - iii. Plant & equipment proposed to be deployed for this work.
    - iv. A note on how the whole work will be carried out (Methodology).All the activities included in the Scope of Work shall be covered in the work plan.
  24. Each bidder shall submit a PowerPoint presentation (minimum 10 slides of about 5-7 minutes). The first part of the presentation will be showcasing the manufacturing capabilities and similar works done in past. The second part of the presentation will be on the proposed work referred to in this tender. The second part of the presentation shall include:
    - i. GANTT chart/ PERT/ CPM/BAR chart showing the completion of work within prescribed time period, considering major activities.

- ii. List of client.
  - iii. Organizational set up envisaged by the contractors for this work.
  - iv. Plant & equipment proposed to be deployed for this work.
  - v. Methodology for the work to be executed.
  - vi. Quality management plan.
25. Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
  26. Furniture Catalogue.
  27. Signed copy of the Minutes of pre-bid meeting if any.
  28. Signed copies of all amendment's/corrigendum's if any.
  29. Tenderer should download from tender document- 'Form of tender fill in the requisite details, sign whenever necessary, scan the same documents, upload & submit.
  30. The Bidders will have to provide Earnest Money Deposit online through the online Bank gateway on NIC portal of <https://mahatenders.gov.in>. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. Bidder shall submit screenshot of receipt of payment of EMD deposit in Packet '1', failing which bidder shall be treated as non-responsive.
  31. Attendance certificate issued by VJTI for attending Pre-bid meeting and Site Visit.
  32. Certificate issued by VJTI for submission and installation of sample of furniture in PG Boys' Hostel.

NOTE:

- i. If the tenderer(s) withdraw the tender offer during the tender validity period, his/her entire E.M.D. shall be forfeited.
- ii. The bidders shall categorically provide their Email-ID superscribed on packet '1'.
- iii. If it is found that the Bidder has not submitted required documents in Packet '1', then the shortfalls will be communicated to the Bidder through e-mail only and compliance required to be made within a time period of **three**

**working days** otherwise the respective bid will be treated as non-responsive.

### **PACKET – ‘2’**

#### **The Packet ‘2’ shall contain following documents –**

- i. The bidder shall submit the commercial bid (Packet ‘2’) online by filling in the complete commercial proposal. All the inputs given on this screen need to be digitally signed. (This tender is B1 tender, hence, contractor is required to quote percentage rate for the total tender cost only and not to each item).
- ii. In case of rebate offered by bidder is more than 1% of the Tender Cost then the bidder shall submit/upload scan copies of Additional (Performance) Security Deposit as per Clause E of Section 6.
- iii. In case of rebate/premium offered by the bidder is 10% more than the cost put the Tender (Tender Cost), then the rate analysis of all the items shall be submitted by the bidder in Packet ‘2’. The format for rate analysis is annexed at Annexure -4.
- iv. If the offer quoted by the bidder is 10% below (rebate) the Tender Cost. Then the contractor shall submit suitable justification for executing the work below the Tender Cost in Packet ‘2’.

Note:

If the rate analysis submitted by L1 bidder is not acceptable with recorded reasons, E.M.D. of the bidder will be forfeited.

## **I. BID SECURITY OR EMD**

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favour of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online through SBI portal.
- Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD of L-2 and other higher bidders (L-3, L-4, etc) shall be refunded immediately after award of contract with L-1 Bidder or as per prevailing practice of NIC portal <https://mahatender.gov.in>.
- The Bid Security may be forfeited:
  - a) If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
  - b) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid) during the period of Bid validity;
  - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i. sign the Agreement; and/or
    - ii. Furnish the required Security Deposits.
- The cases wherein if the shortfalls are not complied by a contractor. Such non-submission of documents will be considered as 'Intentional Avoidance' and disciplinary action against the defaulters such as banning, etc. shall be taken.
- No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the EMD shall be forfeited and bid will be liable for rejection.

Note:

- I.** Curable Defect shall mean shortfalls in submission such as:



Non-submission of following documents,

- a. Valid Registration Certificate
- b. Valid Bank Solvency
- c. GST Registration Certificate (GST)
- d. Certified Copies of PAN documents and photographs of individuals, owners, etc.
- e. Partnership Deed and any other documents
- f. Undertakings as mentioned in the tender document.
- g. Details of Litigation History.

**II. Non-curable Defect shall mean**

- a. In-adequate submission of EMD/ASD amount.
  - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
  - c. Wrong calculation of Bid Capacity,
  - d. No proper submission of experience certificates and other documents, etc.
  - e. Non-Submission of Rate Analysis within 3 days of opening of Packet '2'.
1. If the rate analysis submitted by the L1 bidder is not acceptable with recorded reasons, EMD of L1 bidder will be forfeited.
  2. If the bidder failed to submit the ASD as applicable in the form of Demand draft at least one working day before opening of "Packet 2" within office hours to respective Administrative Officer in sealed envelope then the EMD of respective bidder will be forfeited and bid will not be considered. Also the company with their Directors/ partners and other companies with the said directors / partners will be further debarred from any tendering process for the period of at least 2 years.
  3. It is also to be mentioned here that, in case of all curable defects, if not cured in time EMD shall be forfeited, and bid shall be treated as non-responsive.

**J. BID VALIDITY**

- Bids shall remain valid for a period of not less than **Ninety (90) days** after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-

responsive.

- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

#### **K. DEFECT LIABILITY PERIOD**

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- The defects could be various on accounts of different reasons for variety of the projects.
- The Engineer-in-charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineer-in-charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same

at his own cost. The Engineer-in-Charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

- If defective work or workmanship or design have been knowingly covered-up or concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until **discover** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- **The DLP for work under reference shall be 5 years:**
- Also, in case of defect, the Engineer-in-charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect / Defects is given; the Contractor shall correct the notified Defect / Defects within the duration of time specified by the Engineer's notice. The Engineer-in-Charge may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer-in-Charge a compliance report.
- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the Engineer-in-charge must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the Engineer-in-charge not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the Engineer-in-charge to carry out repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by Engineer-in-Charge is done.

**L. Stamp Duty: (As applicable)**

It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

- (i) As per the provision made in Article 63, Schedule I of Bombay Stamp Act 2015, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

(a) Where the amount or value set forth in such contract does not exceed Rs. 10 Lakh.	Five Hundred rupees stamp duty
(b) Where it exceeds Rs. 10 Lakh.	Five hundred rupees stamp duty + 0.1% of amount above Rs. 10 Lakh subject to the maximum of Rs 25 Lakh

- (ii) The successful bidder shall enter into a contract agreement with V.J.T.I. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- ii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- iii. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

**M. Tax**

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc . as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claimed separately by VJTI. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the VJTI by way of equivalent reduction in quoted price.

## **N. IMPORTANT DIRECTIONS**

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.

The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

2. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to dean\_infra@vjti.ac.in The subject shall clearly bear the following identification / title: " Supply and Installation of Customized Furniture for P.G. Boys Hostel at VJTI, Matunga, Mumbai." Any changes in mail ID will be intimated on the VJTI portal.
3. If the offer quoted by the tenderer is 10% below the tender cost. Then the justification from contractor for executing work within below quoted amount is required.
4. In case, Tenderers having equal percentage from more than one agency, the preference will be given as below:
  - 1) On the basis of higher class Registered with PWD, Maharashtra.
  - 2) If class of the tenderers is same; the preference shall be given to the tenderer whose registration date in higher class stands ahead of the other.
  - 3) If the tenderers registered in higher class with PWD on the same date then the preference shall be given to the tenderer whose registration stands ahead of the others.
  - 4) In case of the priority cannot be determined by (1) to (3) above, then draw will be conducted by Registrar, VJTI.

**SECTION 7**  
**SCOPE OF WORK**

**The Scope of the works includes:**

**The Scope of the works includes Supply and Installation of Furniture items:**

- a.** The Furniture items to be supplied and installed/fixe d in the student rooms located on all the floors of Ground + 7 storied PG Boys' Hostel Building at VJTI, Matunga, Mumbai.
- b.** The project work includes providing and installing fixe d and loose customized Furniture comprising of various types of Cots/Beds, tables, storages, mattresses, chairs, dustbins, etc. and allied works as directed by Engineer-in-Charge.
- c.** The detailed drawings are given in Annexure -5.

**SECTION 8**  
**BILL OF QUANTITIES**

(Attached separately at the end of this D.T.)



**SECTION 9**  
**GENERAL CONDITIONS OF**  
**CONTRACT (G.C.C.)**

Sr. No.	Title
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A	General
1	Definition
2	Interpretation
3	Engineer-in_Charge's Decisions
4	Delegation
5	Communications
6	Sub-Contracting
7	Other Contractors
8	Personnel
9	Employer's and Contractor's Risks
10	Queries about the Contract Data
11	Works and Undertake Maintenance
12	Work and Routine Maintenance
13	Approval by the Engineer-in-Charge
14	Safety
15	Instructions
B	Time Control
16	Programme
17	Extension of Time In Contracts
18	Management Meetings
C	Quality Control
19	Work to be open to Inspection and Contractor or Responsible agent to be present
20	Notice to Be Given Before Work Is Covered Up
21	Works to be executed in accordance with specifications / drawings / orders etc.
22	Identifying Defects
23	Tests
24	Correction of Defects noticed during the Defects Liability Period
25	Uncorrected Defects and Deficiencies
D	Cost Control
26	Variations
27	Payments for Variations
28	Cash Flow Forecasts
29	Payment Certificates
30	Payments
31	The Contractors entitled to compensation
32	Tax
33	Currencies
40	Liquidated Damages

34	Cost of Repairs
E	Finishing the Contract
36	Completion of Construction and Maintenance
37	Taking Over
38	Final Account
39	Operating and Maintenance Manuals
40	Termination
41	Payment upon Termination
42	Property
43	Release from Performance
F	Other Conditions of Contract
44	Labour
45	Compliance with Labour Regulations
46	Drawings and Photographs of the Works
47	Contract Document
48	Conflict of Interest
49	Applications and Costs thereof
50	Acknowledgment by Applicant
51	Right to accept or reject any or all Applications/ Bids
52	Rejection of Bid
53	Clarifications
54	Amendment of tender
55	Language
56	Format and signing of Application
57	Marking of Applications
58	Late Applications
59	Confidentiality
60	Clarification of Financial Bids
61	Inspection of site and sufficiency of tender
62	Official Secrecy
63	Subsequent Legislation
64	Patent, Right and Royalties
65	Payments, Tax and Claims
66	Settlement of Disputes
67	Arbitration and Jurisdiction
68	Copyright
69	Receipts to be signed in firm's name by any one of the partners
70	Proprietary data`
71	Correspondence with the Applicant
72	Price Variation Clause

73	Maximum Price Variation
74	Escalation Clause
75	Payment
76	Joint Venture
77	Compensation for delay
78	Action and Compensation Payable In Case Of Bad Work and Not Done As Per Specifications
79	Contractors remain liable to pay compensation
80	No Claim to Any Payment or Compensation or Alteration in or Restriction of Work
81	Contractor to supply plant, ladder, scaffolding, etc. and is liable for damages arising from non-provision of lights, fencing, etc.
82	Compensation for all damages
83	Tender by partners, any change in the constitution
84	Action where no Specifications
85	Safety and Medical Help
86	Anti-malaria and other health measures
87	Interval Grievance Redressal Mechanism

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **A. General**

#### **1. Definitions**

The terms which are defined in the Contract Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

1.1 The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor and Director, VJTI together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

1.2 The Contract Data defines the documents and other information which comprise the Contract.

1.3 The “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

1.4 The “Bidder” is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

1.5 The “Contractor's Bid” is the completed bidding document submitted by the Contractor to the Employer.

1.6 The “Contract Sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note: The contract sum shall include the following –

In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor’s percentage.

In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the Bidders for various items and summation of the

extended cost of each item.

In the case of lump sum contract, the sum for which tender is accepted. Special discount / rebate / trade discount offered by the Bidder if any and accepted by the Corporation. Additions or deletions that are accepted after opening of the tenders.

1.7 The “Contract Cost” means the Contract Sum plus Price Variation. This cost shall be included in the Letter of Intent.

1.8 A “Defect” is any part of the Works not completed in accordance with the Contract.

1.9 The “Defects Liability Certificate” is the certificate issued by the Engineer-in-Charge, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

1.10 “Drawings” means all the drawings, calculations and technical information of a like nature provided by the Engineer-in-Charge to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

1.11 The “Authority” shall mean Director, VJTI.

1.12 The “Employer” shall mean the VJTI / Director, VJTI the time being holding the said office and also his successors.

1.13 The “Engineer-in-charge” shall mean the Dean Infrastructure Maintenance & Development - **Dean ID&M**, executive in-charge of the works and shall mean and include all the successors in VJTI.

1.14 The “Engineer-in-charge's Representative” shall mean the Rectors, Asst. Rectors, Executive Engineer, Engineer in direct charge of the works and shall include Engineer of Infrastructure Development & Maintenance section/ Hostel Office appointed by VJTI.

1.15 “Contractor’s Equipment” means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does not include plant material or other things intended to form or forming part of the Permanent Works.

1.16 The “Initial Contract Price” is the Contract Price listed in the Employer's Letter of Acceptance.

1.17 The “Intended Completion Date” is the date on which it is intended that

the Contractor shall complete the construction works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in-Charge by issuing an extension of time.

1.18 “Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

1.19 “Plant” is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

1.20 “Routine Maintenance” is the maintenance of activities of the completed structure for five years as specified in the Contract Data.

1.21 The “Site” shall mean the land and other places including water bodies more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

1.22 “Specification” shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

1.23 The “Start Date/Commencement Date” is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

1.24 A Nominated Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

1.25 Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

1.26 Variation means a change to the:-

Specification and /or Drawings (if any) which is instructed by the Employer.

Scope in the Contract which is instructed by the Employer.

Price in the Contract which is instructed by the Employer.

1.27 The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the

Employer. Routine maintenance is defined separately.

1.28 Jurisdiction: In case of any claim, dispute or difference arising in respect of a contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.

## **2. Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in-Charge will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following documents:

- i. Agreement
- ii. Letter of Acceptance
- iii. Notice to Proceed with the Work Contractor's Bid,
- iv. Contract Data,
- v. Special Conditions of Contract Part General Conditions of Contract Part-I Specifications,
- vi. Drawings,
- vii. Bill of Quantities, &
- viii. Any other document listed in the Contract Data.

## **3. Engineer-in-Charge's Decisions**

3.1 Except where otherwise specifically stated, the Engineer-in-Charge will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer-in-Charge is required under the rules and regulations and orders of the Employer to obtain



prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

3.2 Except as expressly stated in the Contract, the Engineer-in-Charge shall not have any authority to relieve the Contractor of any of his obligations under the contract.

#### **4. Delegation**

4.1 The Engineer-in-Charge, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

#### **5. Communications**

5.1 All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer-in-Charge shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer-in-Charge shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

#### **6. Subcontracting**

6.1 Unless specifically mentioned in the contract subletting will not be allowed. Subletting, where otherwise provided by the contract shall not be more than 25% of the contract price.

6.2 The Contractor shall not be required to obtain any consent from the Employer for:

- a. the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of Materials which are in accordance with the standards specified in the Contract.

6.3 Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes subcontracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

- a. The Contractor shall not sub-contract the whole of the Works.
- b. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the VJTI and shall not relieve the Contractor of any responsibility under the Contract.

6.4 The Engineer-in-Charge should satisfy himself before recommending to the Employer whether

- a. The circumstances warrant such sub-contracting; and
- b. The sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

## **7. Other Contractors**

7.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

7.2 The Contractor should take up the works in convenient reaches as decided by the Engineer-in-Charge to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

## **8. Personnel**

8.1 The Contractor shall employ for the work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

8.2 The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer-in-Charge shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

8.3 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

## **9. Employer's and Contractor's Risks**

9.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### **9.2 Employer's Risks**

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

### **9.3 Contractor's Risks**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 10.1, are the responsibility of the Contractor.

## **10. Queries about the Contract Data**

10.1 The Engineer-in-Charge will clarify queries on the Contract Data.

## **11. Contractor to Supply and Install the Furniture and Undertake Maintenance (as specified in the tender)**

11.1 The Contractor shall supply, install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer-in-Charge.

11.2 The Contractor shall Supply and Install the furniture with latest technology to ensure the quality of works as per specifications.

11.3 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

11.4 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:

11.5 The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

11.6 The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or

other living creatures or plants or property or environment.

11.7 The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

11.8 The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

## **12. The Work and Routine Maintenance to be Completed by the Intended Completion Date**

12.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works and Routine Maintenance, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete them by the Intended Completion Date.

## **13. Approval by the Engineer-in-Charge**

13.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer-in-Charge, who is to approve them if they comply with the Specifications and Drawings.

13.2 The Contractor shall be responsible for design and safety of Temporary Works.

13.3 The Engineer-in-Charge's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

13.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

13.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the

Engineer-in-Charge before their use.

#### **14. Safety**

14.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

##### 14.2 Safety Programs:-

Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program. Monitor day to day implementation of safety procedures.

##### 14.3 First Aid Facilities: -

At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

The first-aid box shall be distinctly marked with a red cross on white background.

Nothing except the prescribed contents shall be kept in the First-aid-box. The first-aid-box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

A person in-charge of the First-aid-box shall be a person trained in First-aid treatment, in the workplaces where the number of contract labour employed is 150 or more.

#### **15. Instructions**

15.1 The Contractor shall carry out all instructions of the Engineer-in-Charge, which comply with the applicable laws where the Site is located.

15.2 The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such

accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter-alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.

15.3 Engineer-in-Charge to have power to issue further drawings or instructions:

15.4 The Engineer-in-Charge shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer-in-Charge may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract.

15.5 No work which radically changes the original nature of the Contract shall be ordered by the Engineer-in-Charge and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved accordingly.

15.6 The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the Engineer-in-Charge. The Engineer-in-Charge's decision in this case shall be final.

## **B. Time Control**

### **16. Programme**

16.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer-in-Charge for approval a Programme, showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the works.

16.2 After the completion of the works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer-in-Charge for approval if specified in the tender. The programme for Routine Maintenance will be submitted each year for the period of Maintenance.

16.3 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipments/instruments being placed in Office/field laboratory. The Engineer-in-Charge shall cause these details to be verified at each appropriate stage of the programme.

16.4 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

16.5 The Contractor shall submit to the Engineer-in-Charge for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

### **17. Extension of Time in Contracts:**



Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

17.1 Extension attributable to VJTI

- i. Extension Due To Modification: If any modifications have been ordered which in the opinion of the Engineer-in-Charge have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer-in-Charge to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case should not be less than 30 days before the expiry of the date fixed for completion of the works.
- ii. Extension For Delay Due To VJTI: In the event of any failure or delay by the VJTI to hand over the Contractor possession of the site necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the VJTI due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the VJTI may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Director, VJTI for not anticipating the same while preparing estimates and draft tender.

17.2 Extension Of Time For Delay Due To Contractor:

- i. The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If

the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (19.1.i) and (19.1.ii), the VJTI may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer-in-Charge may decide. On such extension the VJTI will be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Further, competent authority while granting extension to the currency of contract under Clause (19.2) of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extension shall be properly documented.

### 17.3 Delays Ordered by the Engineer-in-Charge

The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the Director VJTI.

## **18. Management Meetings**

18.1 The Engineer-in-Charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

18.2 The Engineer-in-Charge shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

## **C. Quality Control**

**19. Work to be open to Inspection and Contractor or Responsible agent to be present during inspection:**

19.1 All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself/herself.

**20. Notice to be Given Before Work is Covered Up:**

20.1 The contractor shall give not less than ten days' notice in writing to the Engineer-In-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

**21. Works to be Executed in Accordance with Specifications / Drawings / Orders etc.:**

23.1 The contractor shall execute the whole and every part of the work the most substantial and workman like manner and both has regards material and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs,

drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site or work during office hours. The contractor shall be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

## **22. Identifying Defects**

25.1 The Engineer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

25.1 The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer-in-Charge and Contractor if any defects that are found.

## **23. Tests**

23.1 For carrying out mandatory tests as prescribed in the specifications, or in the Contract Data or anywhere in the Tender Document the Contractor shall arrange for the instruments at the location decided by Engineer-in-Charge. The Office/field laboratory will have minimum of equipments as specified in the Contract Data. The contractor shall be solely responsible for:

23.2 Carrying out the mandatory tests prescribed in the Specifications, and

23.3 For the correctness of the test results, whether preformed in his office/laboratory or elsewhere.

23.4 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification/IS Codes/Standards to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

23.5 When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for

testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications.

23.6 All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.

23.7 The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

23.8 Setting of Site Laboratories:

Contractors shall set up a laboratory at site before commencement of work at their cost for performing various tests and at least the following instruments/equipment/machines shall be provided therein –

- i. Electrically Operated Weighing Balance (20 kg capacity with least count of 0.1 kg),
- ii. 3 m straight edge tape,
- iii. Stainless Steel Ruler Scales (12 inch, 24 inch and 36 inch),
- iv. Taparia 1022 Universal Professional Hand Tool Kit,
- v. First Aid Box,
- vi. Vernier Caliper,
- vii. Screw gage,
- viii. Ultrasonic thickness gage (UTG) for measuring thickness of paint and other coatings.
- ix. Ultrasonic thickness gage (UTG) for measuring thickness of steel sections being used in the work.
- x. Spirit Level/Bubble Leveller
- xi. Other Machines/apparatus as may be directed by the Engineer-in-Charge.

23.9 All the test records shall be maintained in the site office and made available as and when required. The laboratory must be established within 15 days from the date of receipt of the orders from Engineer-in-Charge. On failure to do so, a penalty of Rs 1000/- per day shall be imposed.

23.10 The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of work. The contractor shall also provide necessary technically qualified experienced trained

staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge. The calibration shall be checked every twelve months as directed by Engineer-in- charge.

#### **24. Correction of Defects noticed during the Defects Liability Period**

24.1 (a) The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion of work and ends after five (05) years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

(c) The Engineer-in-Charge may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer-in-Charge a compliance report.

#### **25. Uncorrected Defects and Deficiencies**

25.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause and deficiencies in maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer-in-Charge will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

### **D. Cost Control**

#### **26. Variations**

26.1 The Engineer-in-Charge shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer-in-Charge for Variations, unless followed

by written confirmation, shall not be taken into account.

## **27. Payments for Variations**

27.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

27.2 The rate for Extra/Excess shall be fixed by Engineer-in-Charge.

- a. Excess/Saving: The contractors shall be entitled to the payment of Additional Quantities required for the completion of activity and works, if the activity increases or decreases within the permissible limit of 25%.

Approval for excess/saving upto 25% will be given by Dean ID&M.

Approval for excess/saving beyond 25% will be given by Director, VJTI.

- b. The total cost of extra items shall be permissible up to 10% of the "Contract Cost". These extra items shall be paid as per the rates of prevailing "SSR PWD Maharashtra", or "Unified Schedule of Rates of MCGM" if the items are not specified in PWD SSR.

- c. If the overall cost for Excess and Extra together is more than 25% then approval of Director, VJTI shall be obtained.

## **28. Cash Flow Forecasts**

28.1 When the Programme is updated, the Contractor shall provide the Engineer-in-Charge with an updated cash flow forecast.

## **29. Payment Certificates**

29.1 The payment to the Contractor will be as follows for the work:

- (a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the

contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

(b) The Engineer-in-Charge shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Engineer-in-Charge or his subordinate.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) The Engineer-in-Charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(g) The contractor shall submit all bills on the printed forms at the office of Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender.

### **30. Payments**

30.1 Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer-in-Charge within 15 days of the date of each certificate.

30.2 All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of VJTI without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

30.3 No payment shall be made for any work estimated to cost less than Rupees Ten Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. Ten Thousand, the contractor shall on submitting a monthly bill



therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

### **31. The Contractor Entitlement to Compensation**

31.1 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the Engineer-in-Charge.

### **32. Tax**

32.1 The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess, etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by VJTI. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the VJTI by way of equivalent reduction in quoted price.

### **33. Currencies**

33.1 All payments will be made in Indian Rupees.

### **34. Liquidated Damages**

34.1 Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

### **35. Cost of Repairs**

35.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

35.2

## **E. Finishing the Contract**

### **36. Completion of Construction and Maintenance**

36.1 The Contractor shall request the Engineer-in-Charge to issue a Certificate of Completion of the works, and the Engineer-in-Charge will do so upon deciding that the works is completed.

36.2 As soon as work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within 28 (Twenty-eight) days of receipt of such notice the Engineer shall inspect the Works and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) the defects to be rectified by the Contractor, and / or (c) items for which payment shall be made at reduced rates.

### **37. Taking Over**

37.1 The Employer shall take over the Works within seven days of the Engineer-in-Charge issuing a Certificate of Completion of works. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period if specified in the contract.

### **38. Final Account**

38.1 Final joint measurement along with the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work. If the contractor fails to submit the final bill within 1 month, the VJTI staff will prepare the final bill based on the joint measurement within next 3 months. Engineer-in-Charge's decision shall be final in respect of claims for defect and pending claims against contractors.

38.2 No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Director VJTI shall be made within a reasonable period as may be necessary for the purpose of verification etc.

38.3 After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

38.4 A percentage of the retention money, over and above the actual retention money as indicated below shall be held back from payments till the finalization of final bill to be submitted as per above and will be paid within 30 days of acceptance of the final bill.

38.5 The contractor has to submit the bill for the work carried out within 15 days from the date of completion of the work. If the contractor fails to submit their bills, penalty or action as shown below will be taken for each delayed bill:-

After 15 days from the date of completion/running bill up to certain date, up to next 15 days i.e. up to 30 days	Equal to 5% of bill amount
Next 15 days up to 45 days from the date of completion/running bill up to specified date	Equal to 10% of bill amount
If not submitted within 45 days from the date of completion/ R.A. bill	Bill will not be admitted for payment.

### **39. Operating and Maintenance Manuals**

39.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

39.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer-in-Charge shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **40. Termination**

40.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

40.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a. The Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c. The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d. The Contractor does not maintain a Security Deposit, which is required;
- e. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f. If the Contractor, in the judgment of the Employer, has engaged in the corrupt

or fraudulent practices in competing for or in executing the Contract.

- g. If the Contractor fails to set up a field office with the prescribed articles/instruments, within the period specified in the Contract Data
- h. Any other fundamental breaches as specified in the Contract Data.
- i. If the Contractor fails to deploy personnel as specified in the Contract Data at the appropriate time.

40.3 When either party to the contract gives notice of a breach of contract to the Engineer-in-Charge for a cause other than those listed above, the Engineer-in-Charge shall decide whether the breach is fundamental or not.

40.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

40.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### **41. Payment upon Termination**

41.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to the Employer

41.2 If the Contract is terminated at the Employer's convenience, the Engineer-in-Charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

#### **42. Property**

42.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

### **43. Release from Performance of the Work**

43.1 If the Contract is infructuous by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer-in-Charge shall certify that the Contract has been infructuous. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **F. Other Conditions of Contract**

### **44. Labour**

44.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

44.2 The Contractor shall, if required by the Engineer-in-Charge, deliver in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

### **45. Compliance with Labour Regulations**

45.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

45.2 Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/ Engineer-in-Charge shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

45.3 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

45.4 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

#### **46. Drawings and Photographs of the Works**

46.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work including hidden items with reference to the location as required by Engineer-in-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

46.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer-in-Charge in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer-in-Charge in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer-in-Charge in writing.

#### **47. Contract Document**

47.1 The documents forming the contract are to be taken as mutually

explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

- i. Contract Agreement (if completed),
- ii. The letter of Acceptance,
- iii. The Bid,
- iv. Addendum to Bid; if any,
- v. Tender Document,
- vi. The Bill of Quantities,
- vii. The Specification,
- viii. Detailed Drawings,
- ix. General Conditions of Contracts (GCC),
- x. All correspondence documents between bidder/contractor and VJTI.

#### **48. Conflict of Interest**

48.1 The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if,

- i. A constituent of such Applicant is also a constituent of another Applicant; or Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- ii. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
- iii. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its



assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

#### **49. Applications and Costs Thereof**

49.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually or as a part of any organisation. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **50. Acknowledgment by Applicant**

50.1 It shall be deemed that by submitting the Application, the Applicant has:

- i. made a complete and careful examination of the tender,
- ii. received all relevant information requested from the Authority, accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- iii. Agreed to be bound by the undertakings provided by it under and in terms hereof.

50.2 “The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

#### **51. Right to accept or reject any or all Applications/ Bids**

51.1 Notwithstanding anything contained in this TENDER, “The Authority” reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning

any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

51.2 “The Authority” reserves the right to reject any Application and/ or Bid if: at any time, a material misrepresentation is made or uncovered, or the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

51.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions (Eligibility Criteria) have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOI (Letter of Intent) or entering into of the Agreement, and if the Applicant has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

51.4 “The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **52. The Bid shall be Rejected if the Bidder**

52.1 Stipulates the validity period less than 90 days.

52.2 Stipulates own condition/conditions.

52.3 Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

### **53. Clarifications**

53.1 Applicants requiring any clarification on the tender may notify “the Authority” in writing or by e-mail. They should send in their queries before the date specified in the header data. “The Authority” shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

53.2 “The Authority” shall Endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

53.3 “The Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **54. Amendment of Tender**

54.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

54.2 Any Addendum thus issued will be sent in writing/ Email to all those who have purchased the tender.

54.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date for Preparation and Submission of Application.

### **55. Language**

55.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

## **56. Format and signing of Application**

56.1 The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

The Applicant will upload bid in electronic form which shall contain the scanned certified copies of the documents and the documents uploaded has to be digitally signed by the bidder.

## **57. Marking of Applications**

57.1 The Applicant shall submit the Application in the format specified at the Form of Tender, together with the documents, upload in folder as "VENDOR" together with their respective enclosures.

57.2 Applications submitted by fax, telex, telegram, email shall not be entertained and shall be rejected outright.

## **58. Late Applications**

58.1 Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

## **59. Confidentiality**

59.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed

to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **60. Clarification Of Financial Bids**

60.1 To assist in the examination, evaluation and comparison of Bids, the Engineer-in-Charge may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact the Engineer-in-Charge on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer-in-Charge in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

## **61. Inspection of Site and Sufficiency of Tender**

61.1 The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

61.2 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.

61.3 Not Foreseeable Physical Obstructions or Conditions: If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer-in-Charge. On receipt of such notice, the Engineer-in-Charge shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine: any extension of time to which the Contractor is entitled and The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer-in-Charge may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer-in-Charge which the Contractor may take in the absence of specific instructions from the Engineer-in-Charge. However such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

61.4 Contractor's office near works: The Contractor shall have an office near the works at which notice from the Director VJTI or the Engineer-in-Charge may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor and such offices shall have pre-requisite facilities.

**62. Official Secrecy:**

62.1 The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

**63. Subsequent Legislation:**

63.1 If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the VJTI and shall be added to or deducted from the Contract Price with prior approval of Engineer-in-Charge shall notify the Contractor accordingly with a copy to the Employer. VJTI reserves the right to take decision in respect of addition/reduction of cost in contract.

**64. Patent, Right and Royalties:**

64.1 The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting any materials required for the works or any of them.

**65. Payments, Tax and Claims:**

65.1 The limit for unforeseen claims: Under no circumstances whatever the contractor shall be entitled to any compensation from VJTI on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within 1 month of the case of such claim occurring.

65.2 No interest for delayed payments due to disputes, etc:

65.3 It is agreed that the VJTI or its Engineer-in-Charge or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or misunderstanding between the VJTI or its Engineer-in-Charge or

Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the VJTI or its Engineer-in-Charge or Officers in making periodical or final payments or in any other respect whatever.

## **66. Settlement of Disputes:**

66.1 Termination of contract for death: If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are in-capable of carrying out and completing the contract, the Director VJTI shall be entitled to cancel the contract as to its uncompleted part without the VJTI being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Director VJTI that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Director VJTI shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

### 66.2 Settlement of Disputes:

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer-in-Charge and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the Director VJTI who shall constitute a committee comprising of three officers i.e. concerned Engineer-in-Charge, Registrar and Accounts Officer. The Committee shall give its decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Director VJTI within 7 days. The Director VJTI within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor.



66.3 Directions/instructions herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Director VJTI has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

**67. Arbitration and Jurisdiction:**

67.1 If the Director VJTI shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

67.2 In case of a contract where the contract price and/or contract value is less than Rs. 5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the Arbitral Tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of the Arbitration shall be within the limits of Brihanmumbai. The language of the Arbitration shall be English.

67.3 If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognized Arbitral institution i.e. Mumbai Center for International Arbitration (approved by Government of

Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force (“MCIA Rules”).

67.4 In case of contract where the contract price and/or contract value is Rs. 5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Center for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. I/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Center for International Arbitration then in force (“MCIA Rules”). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of Arbitration shall be English. In either case law governing this arbitration agreement and the contract shall be Indian Law.

**68. Copyright:**

68.1 The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

**69. Receipts to be Signed in firm’s name by any one of the Partners**

69.1 Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Director VJTI or VJTI in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any

of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Director VJTI or VJTI may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

**70. Proprietary Data**

70.1 All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

**71. Correspondence with the Applicant**

71.1 Same and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

**72. Price Variation Clause**

72.1 NO price variation is allowed for this work.

**73. Maximum Price Variation shall be as follows.**

73.1 NO price variation is allowed for this work.

**74. Escalation Clause**

74.1 NO Escalation in price/cost is allowed for this work.

**75. Payment:**

### 75.1 Interim Payment:

Interim/running bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed. The Engineer-in-Charge shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.

75.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting there from the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.

75.3 On request, the contractor will be paid up to 75 percent of the value of the work carried out as an adhoc payment in the first week of next month after deducting there from recoveries on account of advances, interest, retention money, income tax etc. The balance payment due will be paid thereafter.

75.4 No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition no.8 (g) and 8 (h) concerning submission and approval of Network Schedule for the works, as detailed in Condition 8 (h). A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the said milestone.

75.5 An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.

## **76. Joint Venture (JV)**

76.1 Joint venture (JV) is not allowed for this work.

## **77. Compensation for Delay:**

77.1 If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he/she shall, without prejudice to any other right or remedy of VJTI on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller

amount as may be fixed by the Engineer-in-Charge) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

77.2 Completion period for projects (originally stipulated or as extended) not exceeding 6 months: to the extent of maximum 1 percent per week.

77.3 Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: to the extent of maximum  $\frac{1}{2}$  percent per week.

77.4 Completion period for projects (originally stipulated or as extended) exceeding 2 years: to the extent of maximum  $\frac{1}{4}$  percent per week.

77.5 When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

77.6 Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

77.7 Completion period (as originally stipulated or as extended) not exceeding 6 months: 10 percent.

77.8 Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years :  $7\frac{1}{2}$  percent.

77.9 Completion period (as originally stipulated or as extended) exceeding 2 years : 5 percent.

77.10 The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the VJTI.

**78. Action And Compensation Payable in Case of Bad Work And Not Done As Per Specifications**

78.1 All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers or any organization engaged by the VJTI 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.

78.2 If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer-in-charge 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. 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.

78.3 If the penalization amount exceeds maximum limit i.e. 10% of the Contract Value, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

78.4 The above clause is summarized to make it easy to understand as follows: The Engineer-in-charge shall issue notice to the contractor for rectifying the defects or redoing of the work if necessary, within specific time to achieve the desired quality and quantity of the work.

78.5 If the contractor fails to comply the same, only then, the contractor shall be liable to pay compensation at the same rate as prescribed.

78.6 If the penalization amount exceeds the maximum limit, then the contractor will be liable for being banned from business dealings with VJTI.

78.7 This penalization shall be levied only on account of delay in work, unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of quality inferior to that contracted for or otherwise not in accordance with the contract.

**79. Contractors remain Liable to Pay Compensation:**

79.1 In any case in which any of the powers conferred upon the Engineer-in-charge by the relevant clauses in documents that form a part of contract as exercised or is exercisable in the event of any future case of default by the Contractor, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Contractor for past and future compensation shall remain unaffected.

79.2 In the event of the Dean ID&M taking action against these relevant clauses, he/she may, if he/she so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him 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 contract rates not being applicable at current market rates to be certified by the Engineer-in-Charge, may after giving notice in writing to the Contractor or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor

failing to comply with any such requisition, the Dean ID&M may remove them at the contractors expense of sell them by auction or private sell on account of the Contractor at his risk in all respects and certificate of the Dean ID&M as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

**80. No Claim to Any Payment Or Compensation Or Alteration in Or Restriction Of Work**

80.1 If at any time after the execution of contract documents, the Engineer-in-Charge shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the work already done or endanger the safety thereof, provided that the decision of the Engineer-in-Charge as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor.

80.2 The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

80.3 Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer-in-Charge within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deem to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer-in-Charge shall proceed to complete the measurement and



make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

80.4 Where the Engineer-in-Charge required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer-in-Charge within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained ideal on the site of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer-in-Charge in this regard shall be final and conclusive against the contractor.

**81. Contractor to Supply Plant, Ladder, Scaffolding, etc and is liable for Damages arising from Non Provision of Lights, Fencing, etc.**

81.1 The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and 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 is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

81.2 The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which 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 or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.

81.3 The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

81.4 The Contractor shall make his own arrangements for drinking water for the labour employed by him.

## **82. Compensation for all damages**

82.1 Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of VJTI property including any damage caused by spreading the fire shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Engineer-in-charge from any sums that may be due or become due from VJTI to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

## **83. Tender by partners, any change in the constitution**

83.1 In case Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer-in-charge for his information.

## **84. Action where no specifications:**

84.1 In the case of any class of work for which there is no specifications, such works shall be carried out in accordance all instructions and requirements of the Engineer-in-charge.

**85. Safety and Medical Help:**

85.1 The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by VJTI, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of VJTI from any amount due or that may become due to the Contractor.

85.2 The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.

85.3 The workers shall be required to use the safety equipments so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipments by those concerned.

85.4 When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

**86. Anti-malaria and other Health Measures:**

86.1 Anti-Malaria and other health measures shall be taken as directed by the Engineer-in-Charge. Contractor shall see that mosquito genic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Engineer-in-Charge or any other Officer of VJTI from time to time.

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay VJTI on anti-malaria measures to control the situation in addition to fine.

**87. Interval Grievance Redressal Mechanism**

87.1 VJTI has formed a Grievance Redressal Mechanism for redressal of bidder's

grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein in Packet '1', can make an application for review of decision of responsiveness in Packet 1 within a period of 7 days or any such other period, as may be specified in the Bid document.

87.2 While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he/she feels aggrieved.

87.3 Provided that after declaration of a bidder as a successful in Packet "1" (General Requirements & Technical Bid ), an application for review may be filed. Provided further that, an application for review of the financial bid (Packet "2") can be submitted, by the bidder whose technical bid is found to be acceptable/responsive.

87.4 Upon receipt of such application for review, VJTI may decide whether the bid process is required to be suspended pending disposal of such review. The VJTI after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

87.5 VJTI shall deal and dispose-off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

87.6 Where VJTI fails to dispose-off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs 25,000/- and fee shall be paid in the form of D.D. in favour of Director VJTI.

87.7 1st Appeal by the bidder against the decision of Dean ID&M can be made to Registrar VJTI who should decide appeal in 7 days. If not satisfied, 2nd Appeal by the bidder can be made to Director VJTI for decision. Grievance Redressal

Committee (GRC) is headed by Dean ID&M.

87.8 No application shall be maintainable before the Grievance Redressal Committee in regard of any decision of the VJTI relating to following issues:

- i. Determination of need of procurement.
- ii. The decision of whether or not to enter into negotiations.
- iii. Cancellation of a procurement process for certain reasons.

87.9 On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

87.10 Director VJTI and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the Contract, whichever is higher.

Full Signature of the tenderer with  
Official Seal and Address

**SECTION 10  
SPECIAL CONDITIONS OF TENDER  
& SPECIAL DIRECTIONS TO  
APPLICANT**

1. Successful bidders shall be required to submit detailed fabrication drawing with 3D exploded view for each item within 7 days after receiving letter of intent (LOI).
2. 5% Spares items like external/concealed handles, locks, casters, channels, Heavy-Duty Levelers, Bush, etc. shall be supplied with respective items at the time of Handing over of Completed work .
3. Bidders should have workshop/ authorized service center/ office in Mumbai Metropolitan Region (MMR). If bidder does not have the workshop/ authorized service center/ office in Mumbai Metropolitan Region (MMR) at the time submission of tender then the successful Bidder should provide proof of establishing the same within 7 days from the issue of LoI.
4. Minor changes to enhance the aesthetic/stability/durability will be allowed to incorporate in the design (with the approval of Engineer-in Charge).
5. The tenderer shall have Furniture Manufacturing Factory of his own with sufficient number of carpenters and skilled workers.
6. Furniture shall be of knock down basis, manufactured in the Bidder's Own Furniture Manufacturing Factory. The furniture shall be assembled on site
7. Contractor shall make sample of single piece of typical furniture item finished in all respect and get approval of Engineer-in-Charge before executing entire quantity.
8. The post-forming and edge-banding with requisite finish shall be provided and fixed for furniture work wherever required.
9. Necessary precautions to be taken to maintain the finishing, aesthetical look before handing over of the completed site.
10. All joineries shall be properly secured with adhesive as well as with screws & not by only nails wherever required.

11. Whether expressly mentioned or not all exposed edges of the plywood/ block boards shall be finished with 6 mm thick teak wood lipping or appropriate thickness.
12. All loose items shall be positioned at required locations with proper levelling.
13. Every item of furniture whether it is fixed or loose shall be properly cleaned and no marks of spill over paint or polish shall be visible on the surfaces of laminate or on any other finished like glass or fabric etc.
14. Samples of all visible materials like decorative laminates, fabrics, glass, polish etc. must be submitted for approval of Engineer-in-Charge before actual delivery of similar material at site.
15. Quality of wood: approved quality of seasoned Indian teakwood,
16. B.T. / C.P. wood free from knots, cracks, plug and holes etc. with perfect joints will have to be used for manufacturing the furniture, wherever required.
17. Randomly selected furniture item could be sent to Lab by directions of Engineer-in-Charge to ascertain quality.
18. The units shall be supplied only after approval of material.
19. The Terms "out of", "about" and "Upto" each means the maximum size.
20. The terms "providing" means procuring all material as necessary to complete the item into for the purpose intended.
21. The terms "fixing" means the carrying out of appropriate skilled labour including using necessary equipment and tools for the completion of the item to serve the purpose intended.
22. The contractor has to exercise due care and caution while working on each item to ensure that adjoining areas are not spoiled, defaced, broken, damaged etc. and if so affected, the contractor shall have to rectify the damage etc. and make good the affected portion at his own cost and within the time frame set for the execution of the work.



23. The furniture work executed on site shall be certified from Engineer-in-Charge.
24. If any two or more conditions contradicting each other or depicting different meaning or portraying different essence of the basic principle of mentioned work, in this case Engineer-in-Charge reserve all the right to Define/Modify/Alter/Add etc. Terminologies and conditions of this Tender Document.

**Jurisdiction of courts**

1. In case of any claim, disputes or differences arising in respect of the contract, the causes of action thereat shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, disputes or differences shall be instituted in a Competent Court in the City of Mumbai only.

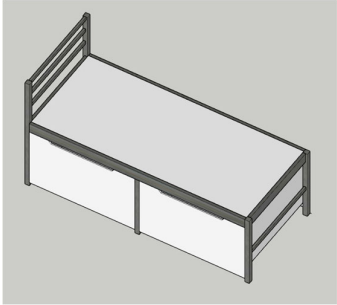
**SECTION 11**



**SPECIFICATIONS**  
**& SELECTION OF MATERIAL**

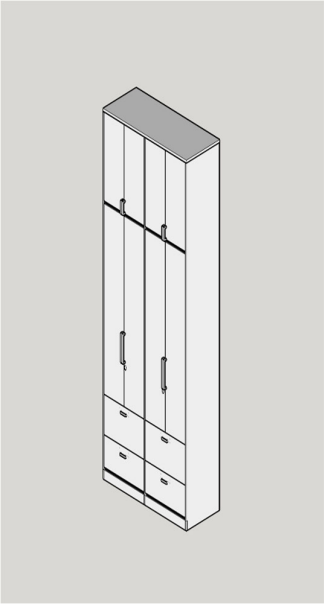
## SPECIFICATIONS & SELECTION OF MATERIAL

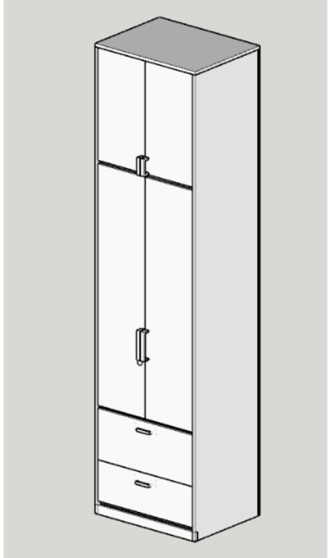
### A. SPECIFICATIONS:


The specifications of the items of are as below:


Sr. No	Specification	Reference Image
1	<p><b><u>Bed with Storage:</u></b> Supply and installation of Customized Single Bed with Storage in Twin Sharing Rooms and Single Occupancy Rooms based on the specifications provided below and the drawings.</p> <ul style="list-style-type: none"> <li>• <b>Bed Size:</b> The bed shall have an Overall size of 2000 mm length, 875 mm width, 450 mm height and 750 mm height of headboard (Tolerance in dimension 5%). Bed shall have fully welded factory-made Construction as per manufacturer's methodology.</li> <li>• <b>Bed Frame:</b> The bed frame assembly shall be welded and consist of side frames. The side frame of the bed shall be made of MS ERW rectangular pipes measuring 50 mm x 25mm x 1.6 mm thick conforming to IS: 7138.</li> <li>• <b>Uprights/Legs:</b> The uprights/legs (6 nos) 40mm x 40mm x 1.2 mm thick MS ERW tube (Tata/Jindal/JSW) conforming to IS: 7138, shall be connected to each other via a MS ERW square tube(Tata/Jindal/JSW) measuring 19 mm x 19 mm x 1 mm, which is welded on both sections for better strength. All open ends of metal sections/ pipes to be closed with metal plates.</li> <li>• <b>Head Board:</b> The headboard shall be made of 40 mm x 40 mm x 1.2 mm thick MS ERW tube (Tata/Jindal/JSW) conforming to IS: 7138. Additionally, 3 nos of horizontal MS ERW square tube (Tata/Jindal/JSW) measuring 19 mm x 19 mm x 1 mm shall be used in the upper section of the headboard.</li> <li>• <b>Coating:</b> All Steel sections shall be coated with an approved shade of powder coating - 10 bath with a thickness of min. 60 microns.</li> <li>• <b>Connection:</b> The headboard shall be connected to the bed using welded connection.</li> <li>• Continuous welding finishing to be flushed with steel.</li> <li>• Nylon bushing below legs to be heavy duty and snug fit.</li> <li>• <b>Mattress Panel Support:</b> Below the mattress panel MS ERW square tube (Tata/Jindal/JSW) measuring 25mm x 25 mm x 1.2mm shall be used for better support as shown in drawing.</li> <li>• <b>Mattress Panel:</b> A 16 mm thick Calibrated marine (BWP)plywood (Century/Merino/ Greenply/Archidply) conforming to IS 710 with 1 mm thick laminate press over the board on top side shall be provided.</li> <li>• <b>Pull-out Storage:</b> The bed shall have two pull-out storage boxes and these boxes shall run on (Regal Sleek 60 or equivalent) Hard Castor wheels of 60mm dia and 52mm width with a load carrying capacity of 60kg each.</li> <li>• <b>Storage Boxes:</b> The bottom of the storage boxes shall be made of base of 16 mm thick Calibrated marine (BWP) plywood (Century/Merino/Greenply/Archidply) conforming to IS 710 and the sides made-up of 12 mm thick marine (BWP) plywood conforming to IS 710 with. 1 mm thick approved colour and make laminate shall be provided on facia and all the other visible external surfaces. All internal visible surfaces shall be provided with 0.8 mm thick white laminate of approved make. The laminate shade of approved color shall be used on the external face (facia) and white laminate on all internal surfaces. Teakwood edge banding of 5 mm thick of colour matching to shade of external laminate shall be provided on top edge of storage box and all other exposed edges 2 mm thick PVC edge banding with colour</li> </ul>	

	<p>matching to external laminate, duly hot pressed on CNC machine shall be provided.</p> <ul style="list-style-type: none"> <li>• <b>Finger slot in storage Box:</b> Each storage shall 35mm deep profiled finger slot with teakwood edge banding to open it.</li> <li>• <b>Castor wheels for Storage Box:</b> Storage Box shall be provided with heavy-duty four castor wheels for ease of movement.</li> <li>• All ply shall be treated with anti-termite coating.</li> <li>• Laminate will be of approved colour/shade and make.</li> <li>• Hardware Fitting shall be of Ebco, Hafele, Hettich, Godrej, and Prince Polo.</li> <li>• All works shall be completed as per the specifications, design, drawing and direction of the Engineer-in-Charge, etc complete.</li> </ul>	
2	<p><b><u>Mattress:</u></b> Supply and installation of Single Bed Mattress in Twin Sharing Rooms and Single Occupancy Rooms based on the specifications provided below:</p> <ul style="list-style-type: none"> <li>• <b>Size:</b> Size of the Mattress shall be such that the mattress shall snug fit in the single bed.</li> <li>• <b>Thickness:</b> The mattress thickness: 5 inches (125 mm) (Tolerance 5%).</li> <li>• <b>Quilted Design:</b> The mattress shall be double-side quilted, providing extra comfort and luxury.</li> <li>• <b>Core Material:</b> The core of the mattress shall be a combination of high-density bonded foam with a thickness of minimum 75 mm and a density of minimum 90 kg/cum.</li> <li>• <b>Foam Layers:</b> One side of the mattress shall have a 25 mm layer of soft foam with a density of minimum 32 kg/cum and the other side of the mattress shall have a 25 mm layer of PU foam with a density of minimum 32 kg/cum.</li> <li>• <b>Fabric:</b> The mattress shall be made of 180 GSM knitted fabric, which is skin-friendly.</li> <li>• <b>Reversible:</b> The mattress can be used from both sides.</li> <li>• <b>Dimension:</b> The mattress dimensions shall be 815 mm width x 1940 mm length (as per single bed mattress panel size)</li> <li>• All works shall be completed as per the specifications, design, drawing, and direction of the Engineer -in-Charge, etc complete.</li> </ul>	
3	<p><b><u>Study Desk:</u></b> Supply and installation of Customized Study Desk in Twin Sharing Rooms and Single Occupancy Rooms based on the specifications provided below and the drawings:</p> <ul style="list-style-type: none"> <li>• <b>Overall dimensions:</b> 800mm x 550mm x 775mm (tolerance 5%).</li> <li>• <b>Top Surface:</b> The primary surface or top of the table shall be made of 16 mm thick Calibrated (BWP) marine plywood (Century/Merino/Greenply/Archidply) conforming to IS-710. Laminate of approved colour, thickness 1 mm shall be pasted on the top face with 2 mm thick PVC edge banding with colour matching to external laminate, duly hot pressed on CNC machine shall be provided.</li> <li>• <b>The structure:</b> (steel frame and connectors) shall be made of legs and upper framing structure of metal square tube MS ERW tube (Tata/Jindal/JSW) of size 35 mm x 35 mm and 1.2 mm thick and drawers supported by metal square tube (Tata/Jindal/JSW of size 25 mm x 25 mm x 1.2 mm thick, conforming to IS 1239:2004. It shall be coated with an approved shade of powder coating of thickness minimum 60 microns (10 bath).</li> <li>• <b>Storage and Drawer:</b> The table shall have two drawers of equal width. The drawer shall be made of 16 mm thick Calibrated marine (BWP) plywood conforming to IS 710.</li> <li>• The drawer carcass shall also be made of 16 mm thick Calibrated (BWP) marine plywood, with 1 mm thick laminate of approved shade pressed on the outer side and white laminate 0.8 mm thick on the inner</li> </ul>	

	<p>side with 2 mm thick PVC edge banding with colour matching to external laminate, duly hot pressed on CNC machine shall be provided on exposed edges. The bottom of the drawers shall be made of 12 mm thick marine plywood with 0.8 mm thick white laminate.</p> <ul style="list-style-type: none"> <li>• The drawer shall have heavy-duty telescopic channels (Ebco/Hafele/Hettich) with the Minimum extension of 350 mm.</li> <li>• Each Drawer shall have arrangement of self-opening (Front Panel of drawer shall have profile finger lipping of 18x18 mm in teakwood at the bottom of panel).</li> <li>• <b>Footrest:</b> The table shall have a footrest along the length, which is made of MS ERW square tube (Tata/Jindal/JSW measuring 25mm x 25mm x 1.2 mm Thick (Tata/Jindal/JSW) coated with minimum 60 micron thick powder coating (10 bath).</li> <li>• <b>Levellers:</b> At the bottom of the table frame, all four corners shall be provided with Nylon Shoes of suitable size in suitable color for better stability to the Table.</li> <li>• <b>Metal Parts:</b> All the metal parts shall have powder coating in 10 bath with a minimum thickness of 60 micron (Asian Paints, Berger Paints).</li> <li>• <b>Electrical Switch Socket:</b> The table side shall be provided with a 6 module multi plug electrical switch-socket box on one side of the desk (opposite side of the tail end of the bed).</li> <li>• All ply shall be treated with anti-termite coating.</li> <li>• Laminate will be of approved colour/shade and make.</li> <li>• Hardware Fitting shall be of Ebco, Hafele, Hettich, Godrej or Prince Polo.</li> <li>• All works shall be completed as per the specifications, design, drawing and direction of the Engineer-in-Charge, etc complete.</li> </ul>	
4	<p><b>Storage Cupboard-Twin Sharing:</b> Supply and installation of Full Height Storage Unit in Twin Sharing Rooms based on the specifications provided below and drawings:</p> <ul style="list-style-type: none"> <li>• <b>Size:</b> Storage unit shall be of Size 1200-1400 W x 560 D x 2440 H in mm (Tolerance 5%). The width of opening/slot in rooms varies between 1200 mm to 1400 mm.</li> </ul> <p>It shall be a twin storage having a partition in the middle (width-wise – the width of the storage unit will be according to the space available in the room; storage unit shall snug fit in the space provided).</p> <ul style="list-style-type: none"> <li>• <b>Material:</b> The body, partitions, shutter, shelves, drawers and skirting shall be made of 16 mm thick Calibrated Marine (BWP) Plywood (Century/Merino/Greenply/Archidply). 1 mm thick approved colour laminate shall be provided on the facia and all the other visible external surfaces. All internal visible surfaces shall be provided with 0.8 mm thick white laminate. Laminates shall conform to IS 710.</li> <li>• <b>Edge band:</b> 2 mm thick PVC edge banding with colour matching to external laminate, duly hot pressed on CNC machine shall be provided on exposed edges.</li> <li>• <b>Compartments in the storage unit:</b> Storage shall be divided into 3 parts Height wise Lower Drawer Compartment, Mid Compartment and Overhead Compartment.</li> <li>• <b>Overhead compartment:</b> Overhead compartment shall have 4 openable shutter with 100 mm X 25mm thick SS 304 Handles (Hafele/Hettich/Ebco). Each panel shall have minimum 2 Hinges. The storage shall have a Size Width 675mm x 560mm depth x 540mm height (tolerance 5%). A spacer measuring 12mm x 75mm thk, made of Marine (BWP) plywood with 0.8mm laminate to be fixed to the central vertical member to receive shutter hinges. Tower bolt to be provided one of the shutter in each compartment.</li> <li>• <b>Middle Compartment:</b> Each Mid Compartment shall have 2 Shutters with a locking Facility. The compartment shall have a Size Width 675 mm x 560 mm depth x 1290 mm height (Tolerance 5%). The middle compartment shall have a 12mm thk transparent detachable Acrylic separation panel with front edge which shall be bevelled and should withstand a load of 50kgs.</li> </ul>	

	<p>Mid Compartment shall be divided into two parts height wise i.e. 980mm ht. and 300mm ht (shelf) by 16 mm thick Calibrated Marine Plywood conforming to IS 710 with 0.8 mm thick white laminate on both faces. Tower bolt to be provided one of the shutter in each compartment.</p> <ul style="list-style-type: none"> <li>• <b>Handles and cloth hanging rod:</b> Each Compartment shall have a Hanging Stainless Steel Grade 304 rod for clothes. The Hanging Rod Size shall be an oblong rod, 1.5 mm thick. Each door panel shall be fitted with minimum 4 SS Hinges. Mid Compartment shutter shall be provided with 150 mm X 25mm thick SS 304 Handles (Hafele/Hettich/Ebco).</li> <li>• <b>Spacer:</b> A spacer measuring 12mm x 75mm thk, made of Marine (BWP) plywood with 0.8mm laminate to be fixed to the central vertical member to receive shutter hinges. (Variable according to actual available slot).</li> <li>• <b>Lower Compartment:</b> Lower Compartment shall consist of 4 Nos of Drawer's with Heavy Duty Telescopic Channels (Ebco/Hafele/Hettich) with load load-bearing capacity of 125kg each.</li> <li>• The channels will have detachable inner slides for easy removal and reinsertion. In the Lower Compartment: the two upper drawers size shall be 675mm Width x270 Height x 560 Depth and the other two lower drawers shall be 675Wx200Hx 560mm D (Variable according to actual available slot)</li> <li>• Each Drawer shall have a 100 mm long Square D type SS 304 handle.(Hafele/Hettich/Ebco)</li> <li>• <b>Skirting:</b> Storage shall have 50 mm Height skirting with edge banding.</li> <li>• Storage shall have Minimum 6 Nos of Heavy-Duty Levellers as required.</li> <li>• The door panels shall have SS 304 hinges (Ebco-Series EURO slip on hinge with 4-hole mounting plate or equivalent).</li> <li>• All ply shall be treated with anti-termite coating.</li> <li>• Laminate to be of approved colour/shade and make.</li> <li>• Hardware fitting shall be of make Ebco, Hafele, Hettich, Godrej or Prince Polo.</li> <li>• All works shall be completed as per the specifications, design, drawing and direction of the Engineer-in-Charge, etc complete.</li> </ul>	
5	<p><b>Storage Cupboard- Single Occupancy:</b> Supply and installation of Full Height Storage Unit in Single Occupancy Rooms based on the specifications provided below and drawings:</p> <ul style="list-style-type: none"> <li>• <b>Size:</b> Single Sharing Storage Units with Size of 650 W x 560 D x 2440 H in mm (Tolerance 5%).</li> <li>• <b>Material:</b> The body, partitions, shutter, shelves, drawers and skirting of Storage Unit shall be made of 16 mm thick Calibrated Marine (BWP) Plywood (Century/Merino/Greenply/Archidply) conforming to IS 710. 1 mm thick approved colour laminate of approved make shall be provided on the facia and all the other visible external surfaces. All internal visible surfaces shall be provided with 0.8 mm thick white laminate of approved make. Laminates shall conforming to IS 710.</li> <li>• <b>Edge band:</b> 2 mm thick PVC edge banding with colour matching to external laminate, duly hot pressed on CNC machine shall be provided on exposed edges.</li> </ul> <p><b>Compartments in the storage unit:</b> Storage shall be divided into 3 Partitions Height wise i.e. Mid Compartment, Lower Drawer Compartment and Overhead Compartment.</p> <ul style="list-style-type: none"> <li>• <b>Middle Compartment:</b> Middle Compartment shall have an overall Size of 615mm Width x 560mm depth x 1290 mm Height (Tolerance 5%). The middle compartment shall have a 12mm thk transparent detachable Acrylic separation panel with front edge which shall be bevelled and should withstand a load of 50kgs.</li> <li>• The Middle Compartment of Storage shall have 2 Shutters with locking Facility on Doors/Shutters.</li> </ul>	

	<p>Middle Compartment shall be divided into two Parts Height wise i.e. 980mm ht. and 300mm ht (shelf) by 16 mm thick Calibrated Marine (BWP)Plywood Conforming to IS 710. Each Door Shall have minimum 3 Hinges on each shutter with 150 mm X 25mm thick SS 304 Handles. (Hafele/Hettich).</p> <ul style="list-style-type: none"> <li>• Middle Compartment shutter shall have SS 304 Handles to open the Doors. Tower bolt to be provided for single shutter.</li> <li>• <b>Handles and cloth hanging rod:</b> Each Compartment shall have a Hanging Stainless Steel Grade 304 rod to hang clothes. The Hanging Rod Size shall be an oblong rod, 1.5 mm thick.</li> <li>• <b>Overhead storage:</b> Overhead storage shall have 2 openable shutter with 100 mm X 25mm thick SS 304 Handles(Hafele/Hettich). Each panel shall have 2 Hinges. The storage shall have a Size Width 615 mm x 560mm depth x 540mm height. Tower bolt to be provided one of the shutter in each compartment.</li> <li>• <b>Lower Compartment:</b> Lower Compartment shall have 02 Nos of Drawer's with Heavy Duty Telescopic Channels (Ebco/Hafele/Hettich) with load bearing capacity of 125kg each. The channels will have detachable inner slides for easy removal and reinsertion. In the Lower Compartment the upper drawer shall be of size 615mm Width x 560mm depth x270 Height and the lower drawer shall be of size 615Wx 560mm depth x200ht. Each Drawer shall have a 100mm long Square D Cabinet Drawer SS 304 Handle.(Hafele/Hettich/Ebco)</li> <li>• Each Section and Compartment shall be Divided by 16 mm thick Calibrated Marine (BWP)Plywood (Century/Merino/Greenply/Archidply) with 2 mm thick PVC Edge Banding.</li> </ul> <p>The door panels shall have SS 304 hinges (Ebco-Series EURO slip on hinge with 4-hole mounting plate or equivalent).</p> <ul style="list-style-type: none"> <li>• <b>Skirting:</b> Storage shall have 50 mm Height skirting with edge banding.</li> <li>• <b>Levellers:</b> Storage shall be provided with Heavy Duty Levellers Minimum 4 Nos. Skirting shall be made of 16 mm thick Calibrated Marine(BWP) Plywood conforming to IS 710 with 2 mm thick PVC edge Banding.</li> <li>• The door panels shall have SS 304 hinges (Ebco-Series EURO slip on hinge with 4-hole mounting plate or equivalent).</li> <li>• All ply shall be treated with anti-termite coating.</li> <li>• Laminate to be of approved colour/shade and make.</li> <li>• Hardware fitting shall be of make Ebco, Hafele, Hettich, Godrej or Prince Polo.</li> <li>• All works shall be completed as per the specifications, design, drawing and direction of the Engineer-in-Charge, etc complete.</li> </ul>	
6	<p><b>Chair:</b> Supply and installation of Study Chair in Twin Sharing Rooms and Single Occupancy Rooms as per specifications provided below:</p> <ul style="list-style-type: none"> <li>• <b>Size:</b> Overall Dimension of chair shall be 580W x 565DX 800 Ht. (in MM) (Tolerance 5%).</li> <li>• <b>Seat and Back Material:</b> The seat and back shall be made of injection moulded high impact strength polypropylene polymer compound.</li> <li>• The Seat shall be Padded with Cushion of thickness 25 mm (+-2 mm) and with the density of 40-45 g/cum.</li> <li>• Back of Chair shall have Curve and perforation for the better back support and air ventilation.</li> <li>• The Size of Injection moulded seat shall be 464mm (B) x 424 mm (L) and the size of the back shall be 464 mm (B) x 335 mm (H) (Tolerance in dimension + 5%).</li> <li>• <b>Connection:</b> Chair shall have welded Structure and made of MS ERW tube (oblong section).</li> <li>• <b>Armrest:</b> Chair shall have Fixed PU Padded Armrest of Size of 228 mm (L) x 68 mm (D). Chair shall have 4 Legs for better stability with Size 30 mm x 50 mm and thickness 1.2 mm thick.</li> <li>• All the Metal Parts shall be Powder Coated with coating thickness of minimum 60 micron (10 bath).</li> </ul>	

	<ul style="list-style-type: none"> <li>• Chair shall have Heavy duty Nylon bushes to avoid scratches on floor.</li> <li>• All works shall be completed as per the specifications, design, drawing and direction of the Engineer-in-Charge, etc complete.</li> </ul>	
7	<p><b><u>Dust Bin:</u></b> Supply and installation of Dust Bin in Twin Sharing Rooms and Single Occupancy Rooms as per specifications provided below:</p> <ul style="list-style-type: none"> <li>• SS 304 Perforated Cylindrical Shape Dust Bin of size minimum 8 inch x 12 inch(HSN Code 7323).</li> <li>• All works shall be completed as per the specifications, design, drawing and direction of the Engineer-in-Charge, etc complete.</li> </ul>	

## **B. SELECTION OF MATERIAL**

1. All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the Engineer. The Engineer-in-Charge or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. VJTI Approved brands should be used by the tenderer(s) for furniture related works.
3. The contractor shall obtain the approval of the Engineer-in-Charge for samples of all materials to be used in the works and shall deposit these samples with him before placing an order for the materials with the suppliers. The materials brought on the works shall conform in every respect to their approved samples. Fresh samples shall be deposited with the Engineer-in-Charge whenever the type or source of any material changes.
4. The contractor shall check each fresh consignment of materials as it is brought to the site of works to see that they conform in all respects to the Specifications of the samples approved by the Engineer-in-Charge, or both.
5. The Engineer-in-Charge will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All bills, vouchers and test certificates, which in the opinion of the Engineer-in-



Charge or his representative are necessary to convince him/her as to the quality of the materials or their suitability shall be produced for his inspection when required.

6. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 24 hours.

7. The Engineer-in-Charge shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.

A. **TESTING OF MATERIAL**

1. **Before commencement of work**

One set of ply of all thickness, laminate of all thickness, castors of all sizes, telescopic channel of all sizes, handles of all sizes, steel sections of all sizes, other fittings and accessories, etc. shall be supplied for testing at VJTI within 1 week of issue of LOI.

VJTI will approve/disapprove the material supplied within 1 week of submission of samples.

2. **During the supply and installation of items**

- i. Minimum one to maximum 0.5% finished wooden/ply panels from each panel size shall be supplied extra for testing.
- ii. Minimum one to maximum 0.5% finished metal frames from each type of frame shall be supplied extra for testing.
- iii. Minimum one to maximum 0.5% of castor wheels from each type of castor wheel shall be supplied extra for testing.
- iv. Minimum one to maximum 0.5% of minifix hardware fittings shall be supplied extra for testing.
- v. Minimum one to maximum 0.5% of telescopic channels from each type of telescopic channel shall be supplied extra for testing.
- vi. Minimum one to maximum 0.5% locks from each type of locks shall be supplied extra for testing.
- vii. Minimum one to maximum 0.5% S S handles from each type of S S Handle shall be supplied extra for testing.

**SECTION 12**

**FRAUD AND CORRUPT PRACTICES**

## **FRAUD AND CORRUPT PRACTICES**

The Applicants 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 Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority 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 Authority during a period of 2 (two) years from the date such Applicant is found by the Authority 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.

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

A. **“Corrupt Practice”** means 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 (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or

technical adviser 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 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
- E. **“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.
- F. If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. “Another Party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “Public Official” includes Financer staff and Employees of other organizations taking or reviewing procurement decisions.
- ii. “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iii. “Obstructive Practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- iv. Acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided.
- v. “Party” refers to a public official; the terms “Benefit” and “Obligation” relate to the procurement process or contract execution; and the “Act or Omission” is intended to influence the procurement process or contract execution.
- vi. “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
- vii. A “Party” refers to a participant in the procurement process or contract execution.

**SECTION 13**

**SPECIAL DIRECTIONS TO THE  
TENDERER**

## **SPECIAL DIRECTIONS TO THE TENDERER**

1. The rate quoted shall be inclusive of transporting and disposal of surplus material.
2. The percentage quoted shall include the cost of any unforeseen item of work connected with the work in question required for the proper execution of the work.
3. The materials used shall conform to the related ISI specifications as well as VJTI specified specification wherever applicable. Directives of Engineer-in-Charge concerned will be binding.
4. Policy for governing Extra/Excess shall be as per prevailing policy of VJTI. (+- 25%)
5. Maximum care should be taken to the satisfaction of the Engineer-in-Charge to provide and maintain adequate protection to all electrical and mechanical installations. No extra payment will be made on this account under any circumstances.
6. Engineer-in-charge reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
7. The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost with prior approval from Engineer-in-charge.
8. The contractor has to establish a site office during the work period in the space provided by VJTI. No separate payment may be made for establishing this office and ancillary items.
9. The noise level shall be maintained within the permissible limit in Silence Zone area during the construction activities by the Contractors as per the notification dated 14-02-2000 issued by the Ministry of Environment and Forests.
10. Contractor shall take proper care while carrying out repairing work of electrical cabins as switchgears & other electrical items needs to be shifted carefully to avoid any mishap, theft & to have continuous supply on site in consultation with Infrastructure Development & Maintenance Section staff.
11. No extra payment shall be made to make appropriate provision to close door, window & opening as and where necessary to avoid breakage of glass and entry of dust during operation using 6 mm commercial plywood. Contractor shall quote the tender by taking note of it.
12. Appointment of Architect/Interior Designer (for design and drawing of



furniture) shall be done by successful bidders for execution of work. However, no payment will be permitted to such appointment by VJTI.

a) Contractor shall avail the services of Architect/Interior Designer to supervise / periodically supervise the work at his own cost and submit his consent before starting the work.

13. The rates of testing fees of material at Specified Labs shall be paid as per schedule in force of the respective labs.
14. In case of non-satisfactory/failed results of any material/sample (Steel Sections, Plywood, Laminate, etc.), Contractor will replace such items with material having properties as per standards/specifications.

## **SECTION 14**

### **APPENDIX**

**(Form of Tender,  
Agreement Form,  
Annexures 1 to 6,  
Proforma I to VI)**

**FORM OF TENDER**  
**(to be submitted on letterhead of the company)**

Date:

To,  
Director  
VJTI, Matunga Mumbai.

Sir,

I/ We have read and examined the following documents relating to the Supply and Installation of Customized Furniture for P.G. Boys' Hostel at VJTI, Mumbai.

- i. Notice inviting tender.
- ii. Directions to tenderers (General and special)
- iii. Relevant drawings,
- iv. Specifications,
- v. Special directions,
- vi. Annexures
- vii. Bill of Quantities and rate.

1A. I/We \_\_\_\_\_  
(full name in capital letters, starting with surname), the Proprietor / Managing Partner / Managing Director/ Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer to ***Supply and Installation of Customized Furniture for P.G. Boys' Hostel at VJTI, Matunga, Mumbai.***

Referred to in the specifications and schedule to the accompanying form of contract of the cost entered (percentage of estimated price) in the schedule of rates sent herewith and signed by me/ us" (strike out the portions which are not applicable).

1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this

tender under any other name or under the name of any other establishment/firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work.\*

\* At the rates entered in the aforesaid Bill of Quantities and Rates.

2. I/We hereby submit the tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.
3. According to your requirements for payment of Earnest Money amounting to **Rs. 2,31,000.00** (the "EMD"), I/We deposited the amount through online payment gateway (interest free deposit).
4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance.
5. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the VJTI.
6. I/We agree that the VJTI shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if:
  - a. I/We fail to keep the tender open as aforesaid.
  - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
  - c. I/we do not commence the work on or before the date specified by the Engineer-in-Charge in the work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfil all the obligatory provisions of Maharashtra Mathadi, Hamal and other

Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

9. "I/We..... have filled-in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the VJTI for any such losses or inconvenience caused to the VJTI in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the VJTI,"

Address

Yours faithfully,

.....  
.....

Digital Signature of the Tenderer or the Firm

.....

Full Name and private residential address of  
all the partners constituting the Firm

- 1 .....  
2 .....  
3 .....  
4 .....  
5 .....

**AGREEMENT FORM**  
**(Agreement to be signed on stamp paper by the successful bidder)**

Tender / Quotation No: \_\_\_\_\_

Made the \_\_ day of \_\_\_\_ 2024 between The Director, Veermata Jijabai Technological Institute, Maharashtra State, H.R. Mahajani Marg, Matunga, Mumbai - 400019 (Hereinafter called “the Owner”) of the one part and \_\_\_\_\_ (Hereinafter called “the Contractor”) of the other part whose registered office address is \_\_\_\_\_ .

WHEREAS the owner is desirous of carrying out **Supply and Installation of Customized Furniture for P.G. Boys Hostel at VJTI, Matunga, Mumbai** (herein called “the work”). And caused drawings and bills of quantities showing and describing the work to be done to be prepared by or under the direction of Dean Infrastructure Development & Maintenance.

AND WHEREAS the contractor has supplied the owner with a fully priced copy of the said Bills of Quantities (which copy is herein after referred to as the “**BOQ**”) AND WHEREAS the said general conditions & special conditions (herein after referred to as the “the contract Conditions”) and the Contract Bills have been signed by or on behalf of the parties hereto. AND WHEREAS the Contractor has deposited the sum of Rs. 2,31,000/- Rupees Two Lakh Thirty One thousand only with the Owner for the due performance of this agreement. NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the Contract drawings and described by or referred to in the contract bills and in the said conditions.
2. The owner will pay the Contractor the sum of Rs. \_\_\_\_\_ only Rs. \_\_\_\_\_/- (Hereinafter referred to as “the Contract Sum”) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term “the Engineer-in-Charge in the said conditions shall mean the said

Dean Infrastructure and Maintenance or in the event of his death or Ceasing to be the Engineer-in-Charge for the purpose of this contract, such other person as the owner shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the Engineer-in-Charge under this contract shall be entitled to disregard or overrule any certificate or opinion or decisions or approval or instruction given or expressed by the Engineer-in-Charge for the time being.

4. The said conditions and appendix thereto shall be read and constructed as forming part of this agreement and the parties hereto shall respectively abide by, the submit themselves to the conditions and perform the agreements on their parts respectively in such conditions contained.

5. The Drawings, specifications and priced schedule of quantities above mentioned shall form the basis of this contract and the decision of the Engineer-in-Charge or Arbitrator's or umpire as mentioned in the conditions of contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of this agreement or any other document attached hereto shall be final and binding on both parties and may be made a Rule of Court.

6. The said Contract comprises the work above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer-in-Charge for the time being even though such works may not be shown on the drawings or described in the said specifications or the priced Schedule or Quantities.

7. The owner through the Engineer-in-Charge reserves to themselves the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in VJTI Premises and only the Hon. Civil courts in Mumbai shall have jurisdiction to determine the same.

9. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS the hands of the said parties.

Signed by the said

Owner

In the presence of

Witness

Name:

Address:



# **Annexures**

## Annexure – 1

<b>Name of Work :-</b>		<b>Supply and Installation of Customized Furniture for P.G. Boys Hostel at VJTI, Matunga, Mumbai</b>	
1.	The Engineer-in-Charge for this work will be	Dean Infrastructure Development & Maintenance	
2.	<b>Estimated cost of Tender</b>		
a.	Furniture works (Excluding G.S.T.)	Rs.	<b>3,91,47,262/- (Three Crore Ninety One Lakh Forty Seven Thousand Two Hundred Sixty Two Rupees Only)</b>
b.	Furniture works (Including G.S.T.)	Rs.	<b>4,61,93,769/- (Four Crore Sixty One Lakh Ninety Three Thousand Seven Hundred Sixty Nine Rupees Only)</b>
3.	Earnest Money (0.5 % of the Estimated cost to be paid online)	Rs.	<b>2,31,000/- (Two Lakh Thirty One Thousand Rupees Only)</b>
4.	<b>Time Period</b>		
1.	Contract as a whole Period completion	<b>04 months</b> (* Inclusive of Monsoon)	
**2.	Part or Groups of items		
	i) Study Tables	i)	<b>02 months from date of Work Order</b> (* Inclusive of Monsoon)
	ii) Chairs	ii)	<b>02 months from date of Work Order</b> (* Inclusive of Monsoon)
	iii) Storage Units	iii)	<b>03 months from date of Work Order</b> (* Inclusive of Monsoon)
5.	<b>Defect Liability Period</b>	05 years	

The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess.

## Annexure-2

(On Rs. 100/- Stamp paper)

### DECLARATION CUM-INDEMNITY BOND

I, \_\_\_\_\_ Of \_\_\_\_\_  
\_\_\_\_\_ do hereby declared and undertake as  
under.

- 1) I declared that I \_\_\_\_\_  
\_\_\_\_\_ in capacity as Manager / Director / Partners /  
Proprietors of \_\_\_\_\_ has not been  
charged with any prohibitory and /or penal action such as demotion,  
suspension, blacklisting / de-registration or any other action under  
the law by any Government and/ or Semi-Government and/ or  
Government Undertaking.
- 2) I declared that, I have perused and examined the tender document  
including addendum, condition of contract, specification, drawings,  
bill of quantity etc. forming part of tender and accordingly, I submit  
my offer to execute the work as per tender documents at the rates  
quoted by me in capacity as \_\_\_\_\_  
of  
\_\_\_\_\_.
- 3) I further declared that if, I am allotted the work and I failed to carry  
out the allotted work in accordance with the terms and conditions and  
within the time prescribed and VJTI is entitled to carry out the work  
allotted to me by any other means at my risk and cost, at any stage of  
the contract.
- 4) I Indemnify Director VJTI and the other officers of VJTI or their agents  
for any Damages, Loss, or Injury, any legal suit, proceeding or  
legal action whatsoever that may be caused at any time by me or any other  
staff of \_\_\_\_\_ company, for  
the work undertaken and all such damage, damages, injury or loss, legal  
suit, legal action, I shall be solely responsible in individual as well as official  
capacity and such loss, damages, injury shall be made good and/ or as the  
case may be shall be paid immediately by me / Company to the satisfaction  
of the VJTI.

Dated day \_\_\_\_\_ of , 20 \_\_\_\_\_

Identified by me,

Proprietor/Partners/Directors/POA holder

(Seal of Firm/Co.)

Advocate

Before me

### **Annexure-3**

#### **Irrevocable Undertaking**

(On Rs. 100/- Stamp paper)

I Shri/Smt..... aged, .....  
years Indian Inhabitant. Proprietor / Partner / Director of  
M/S ..... Resident  
at ..... do hereby give Irrevocable  
undertaking as under

- 1.a. I say & undertake as specified in section 171 of GST Act, 2017 any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to VJTI by way of commensurate reduction in prices.
- 1.b. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, VJTI shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 1.c. I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 1.d. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provision of GST Act.  
Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of BEFORE ME

Interpreted Explained and Identified by me.

## Annexure - 4

### Rate Analysis

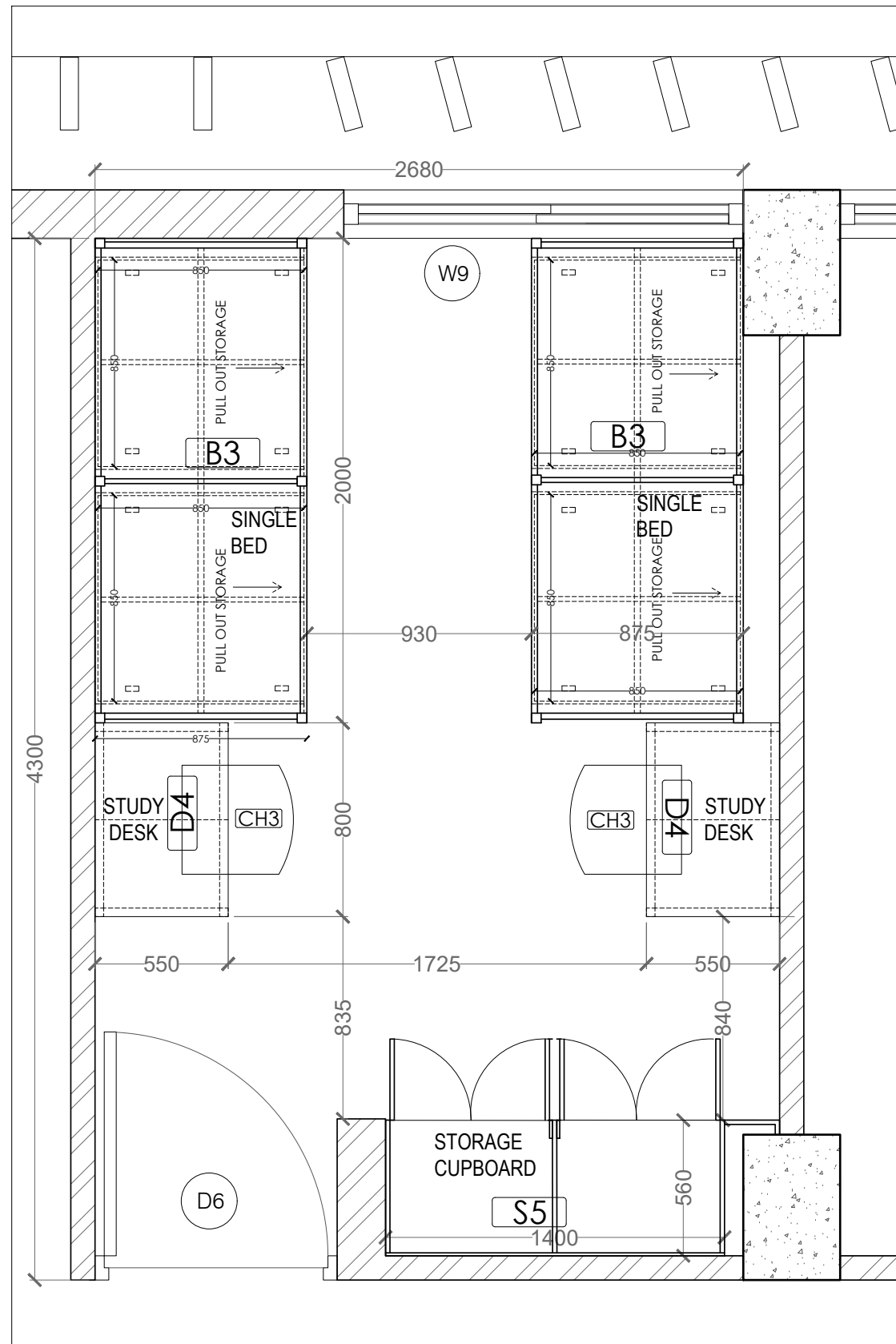
Item Description

Sr. No.	Description of Rate Analysis Parameter	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(Labour Components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	per Unit Rate				

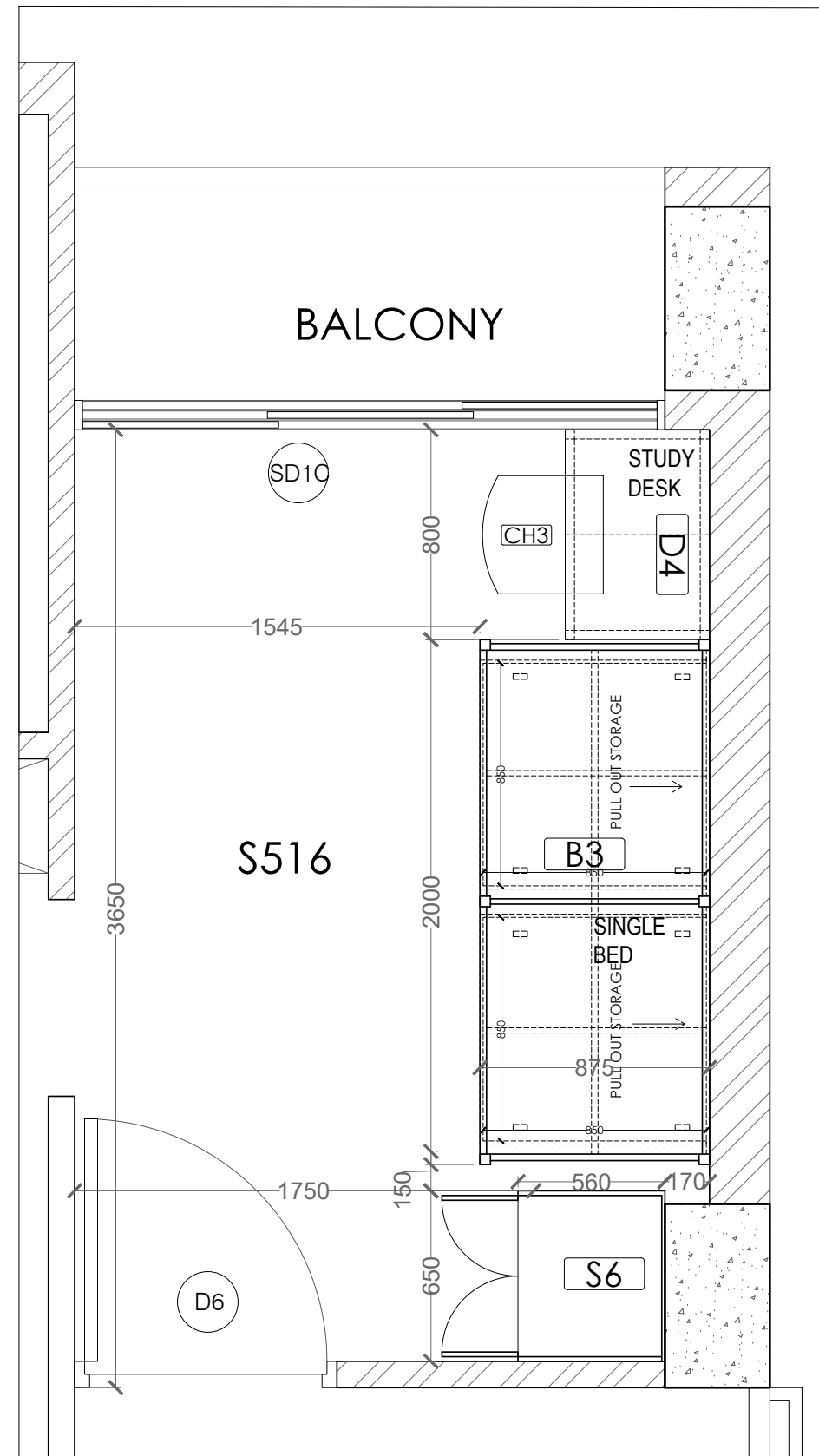
Sign & Seal of the Tenderer

# **Annexure – 5**

## **Detailed Drawings**



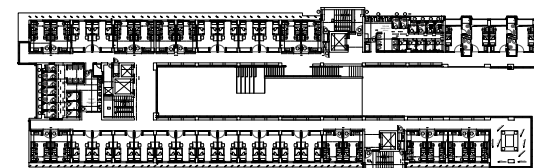
twin sharing rooms



single rooms

**NOTES :**  
 ANY DISCREPANCY ON THE SITE SHOULD BE REFERRED TO THE ARCHITECT.  
 DIMENSIONS ON THE DRAWING ARE TO BE READ AND NOT SCALED.  
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 ALL LEVELS ARE WITH REFERENCE TO BENCH MARK AS ESTABLISHED ON THE SITE.  
 ALL LEVELS INDICATED ARE FINISHED SURFACE LEVELS.  
 THE DRAWINGS ARE THE SOLE PROPERTY OF M O - O F THE DRAWINGS MAY NOT BE COPIED IN WHOLE OR IN PART WITHOUT PRIOR PERMISSION OF THE ARCHITECT.

REVISION		
NO.	DATE	REVISIONS



CODE	FURNITURE SCHEDULE

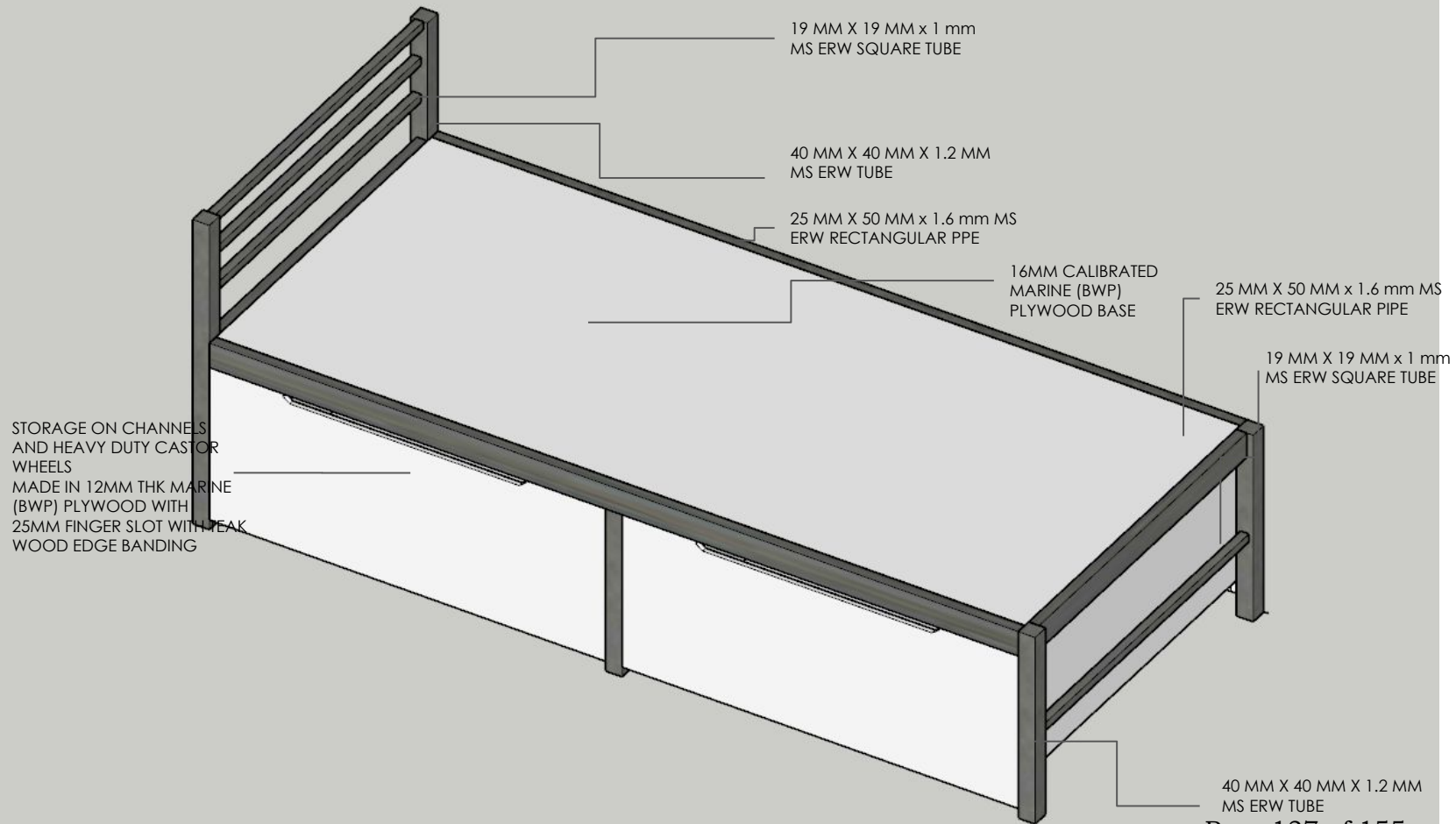
NOTE:  
 ALL DIMENSIONS TO BE CONSIDERED AS PER SITE

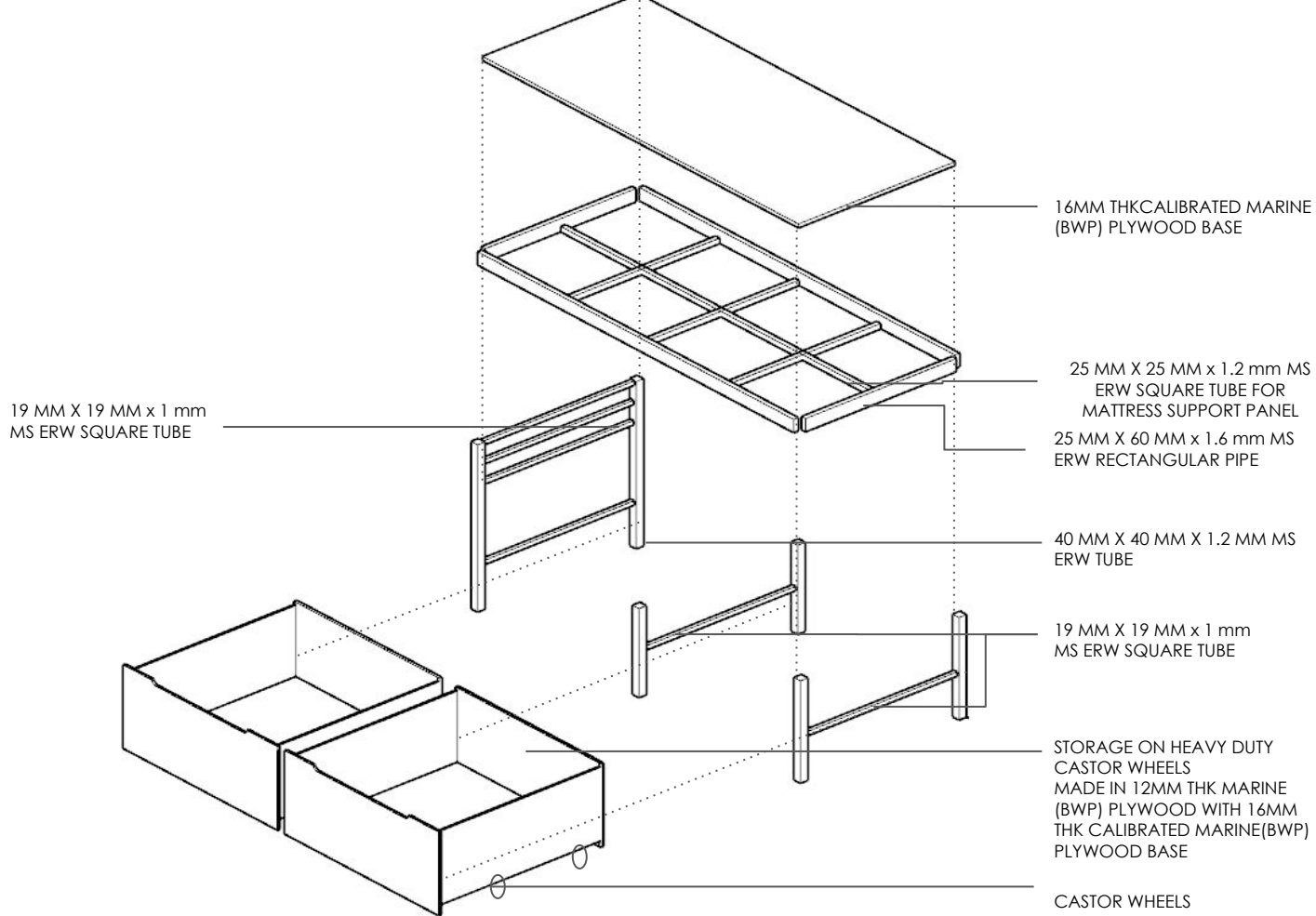
WORKING DRAWING	
DATE OF ISSUE	DWGDATE
OFFICE STAMP AND SIGN	

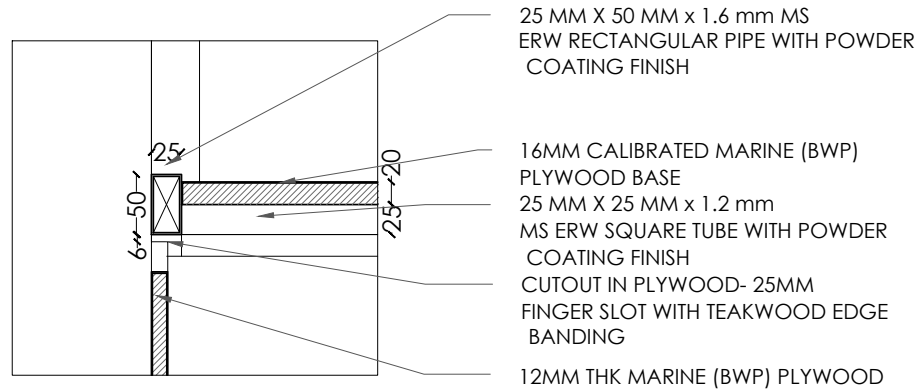
CLIENT	
- Veemata Jijabai Technological Institute (VJTI)	
MUNICIPAL CONSULTANT - Viraj Associates	
STRUCTURAL ENGINEER - Dr. Kelkar Designs Pvt. Ltd.	
MEP CONSULTANT - ARKK MEP Consultants	
QUANTITY SURVEYOR - Dongre Associates Baroda	
KITCHEN CONSULTANT - Excellent Kitchen Designs Pvt. Ltd.	

VJTI P.G HOSTEL			
DRAWING NAME: STUDENT ROOM-BED:B3, DESK:D4		DRG.NO. DT- F1.5	
SCALE	1:25	DRAWN BY	RIYA
DATE	08.01.2024	CHECKED BY	SHANTANU
<b>M O - O F Architects</b>			
Page 136 of 155			

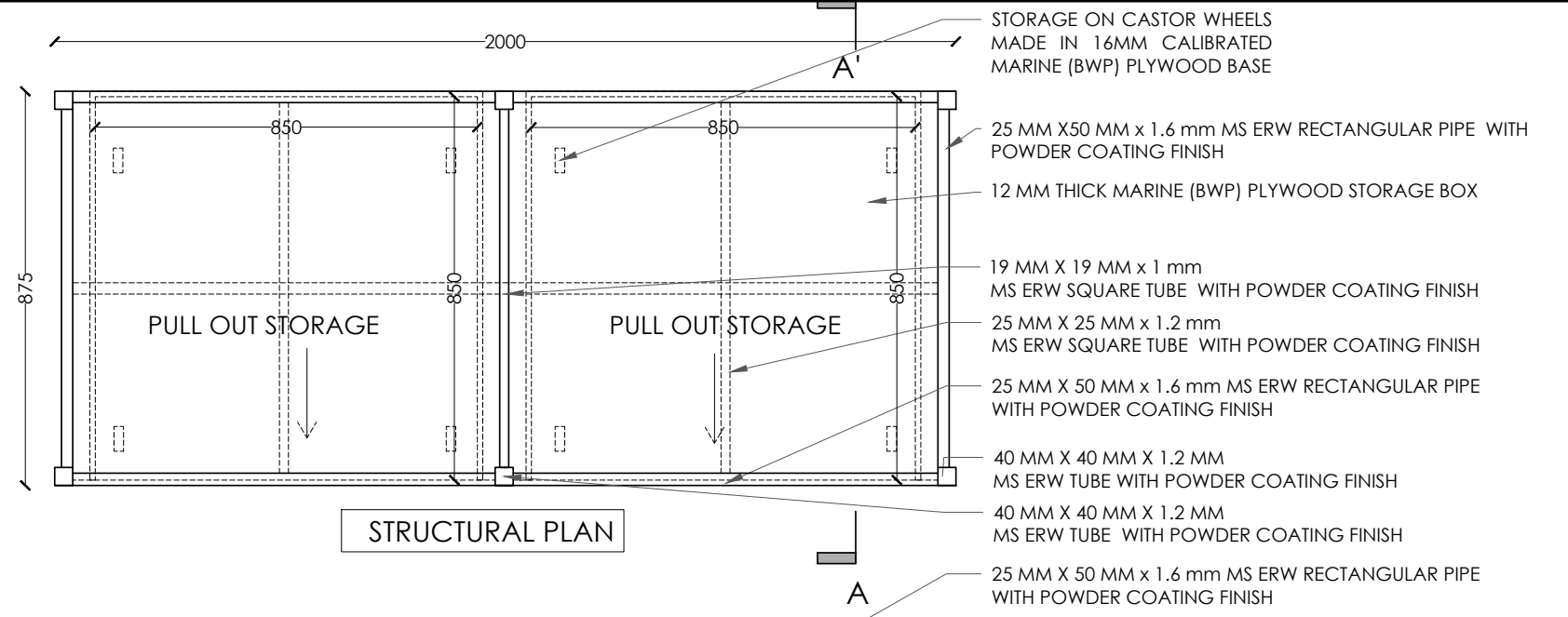




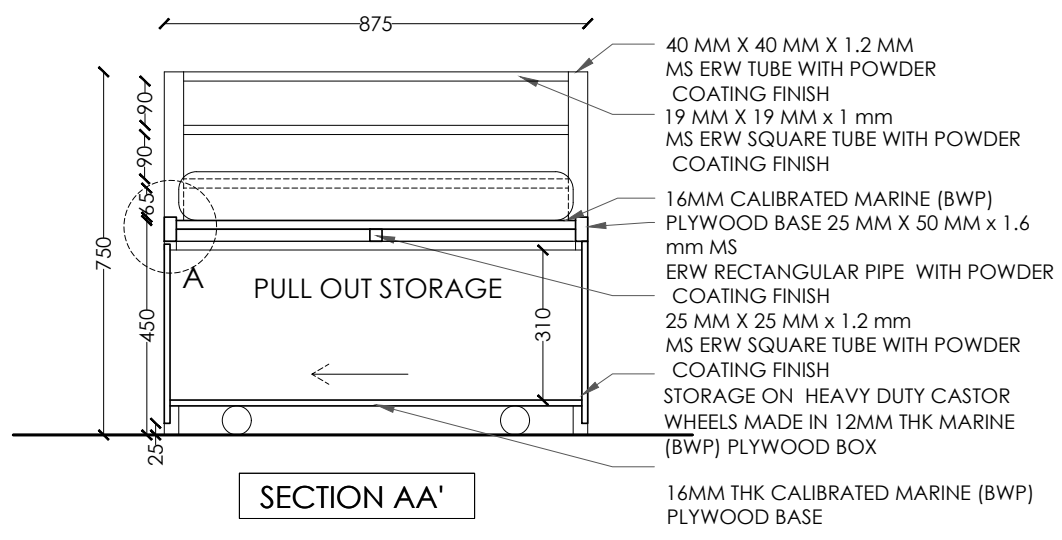




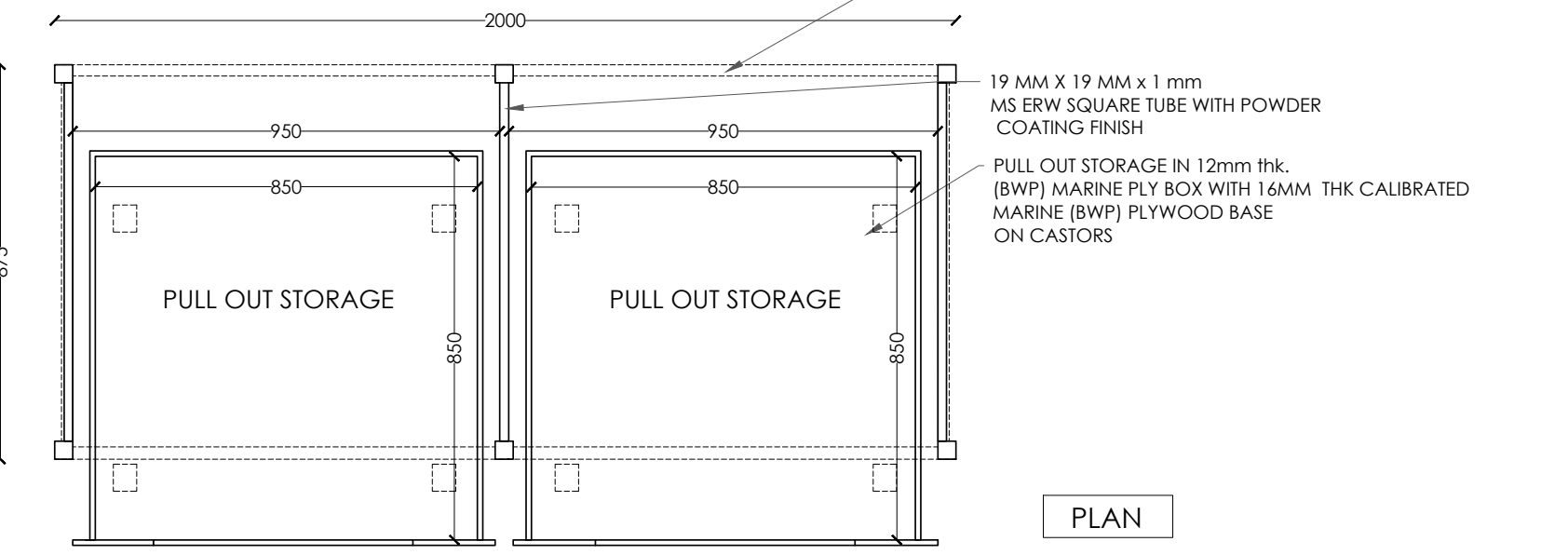
DETAIL A



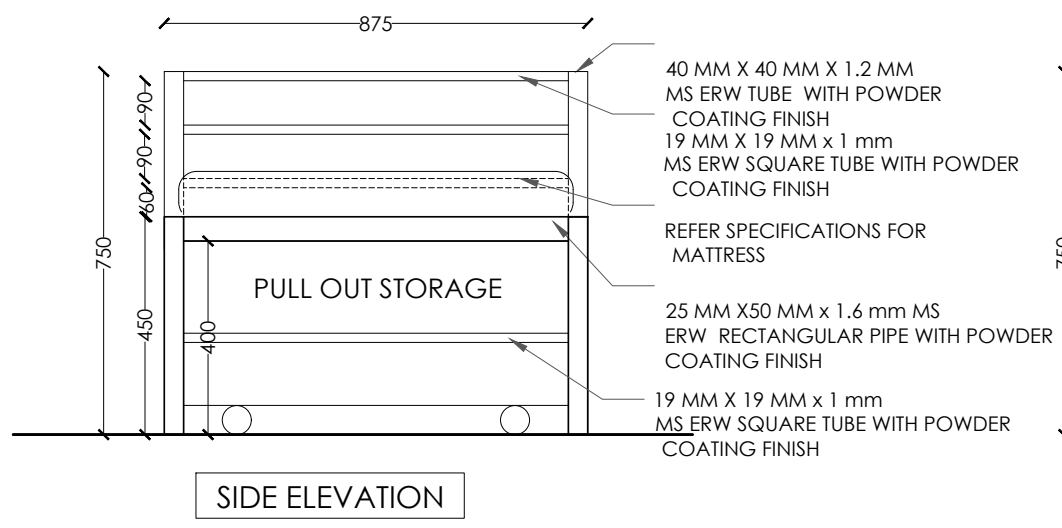
STRUCTURAL PLAN



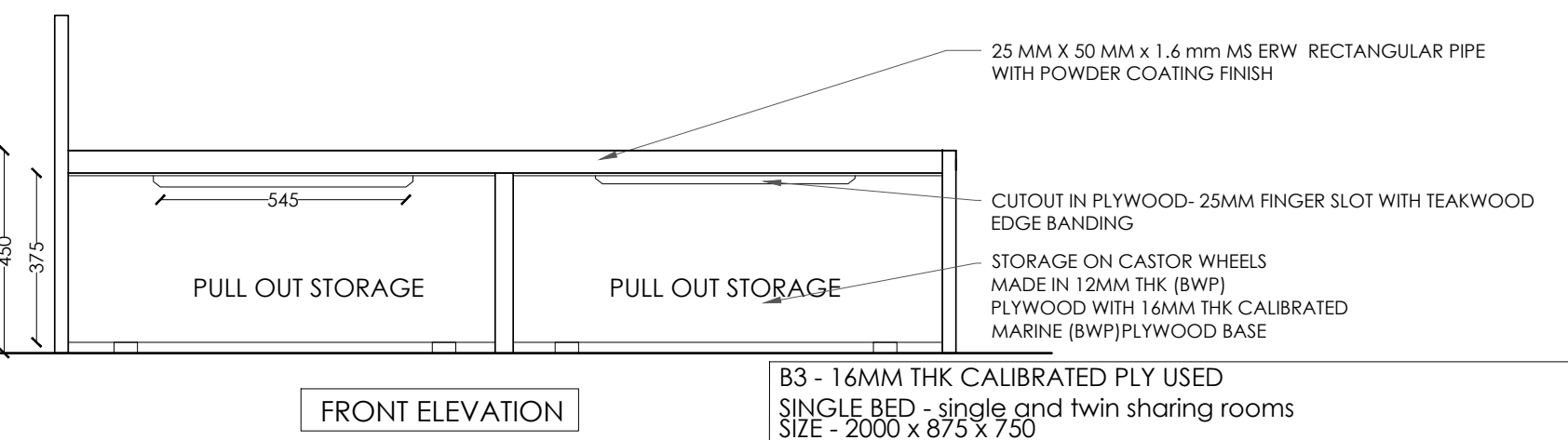
SECTION AA'



PLAN



SIDE ELEVATION

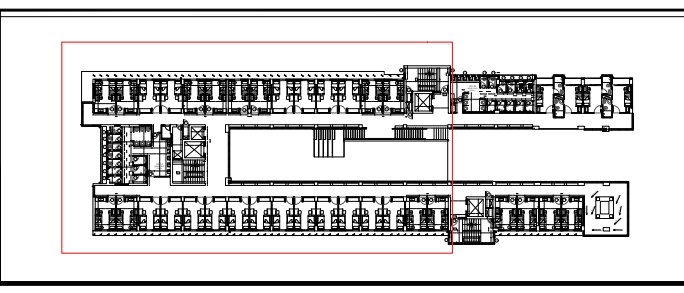


FRONT ELEVATION

B3 - 16MM THK CALIBRATED PLY USED  
 SINGLE BED - single and twin sharing rooms  
 SIZE - 2000 x 875 x 750  
 NOTE: ALL EXTERNAL SURFACES VISIBLE TO BE OF 1 MM THK LAMINATE & ALL INTERNAL VISIBLE SURFACES TO BE OF 0.8MM THK LAMINATE

NOTES :  
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REVISION		
NO.	DATE	REVISIONS
1.	21.08.23	added two vertical MS members in the centre of the bed
2.	08.01.24	handles were replaced with 25mm profiled finger slots with teakwood edge banding



CODE	FURNITURE SCHEDULE
B3	SINGLE BED- TWIN/ SINGLE ROOM
	2000 X 875 X 750

NOTE:  
 ALL DIMENSIONS TO BE CONSIDERED AS PER SITE

WORKING DRAWING	
DATE OF ISSUE	DWGDATE

CLIENT	
MUNICIPAL CONSULTANT	- Veermata Jijabai Technological Institute (VJTI)
STRUCTURAL ENGINEER	- Viraj Associates
MEP CONSULTANT	- Dr. Kelkar Designs Pvt. Ltd.
QUANTITY SURVEYOR	- ARKK MEP Consultants
KITCHEN CONSULTANT	- Dangre Associates Baroda
	- Excellent Kitchen Designs Pvt. Ltd.

VJTI P.G HOSTEL			
DRAWING NAME:	STUDENT ROOM- SINGLE BED WITH STORAGE	DRG.NO.	DT- F1.1
SCALE	1:16	DRAWN BY	RIYA
DATE	08.01.2024	CHECKED BY	SHANTANU

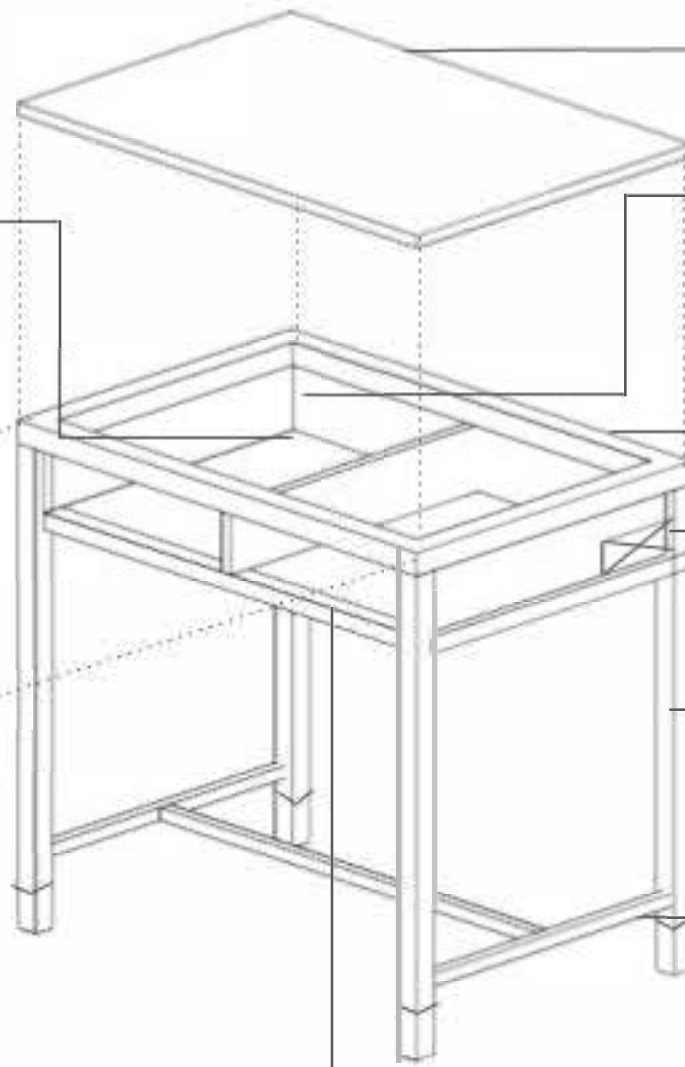


12 mm thk. MARINE (BWP) PLYWOOD BASE FOR DRAWER

16 mm thk. CALIBRATED MARINE (BWP) PLYWOOD DRAWERS WITH CHANNELS AND 18mm by 18mm THK PROFILED FINGER LIPPING



25 MM X 25 MM x 12 mm MS ERW TUBE



16 MM THK | CALIBRATED MARINE (BWP) PLYWOOD TOP

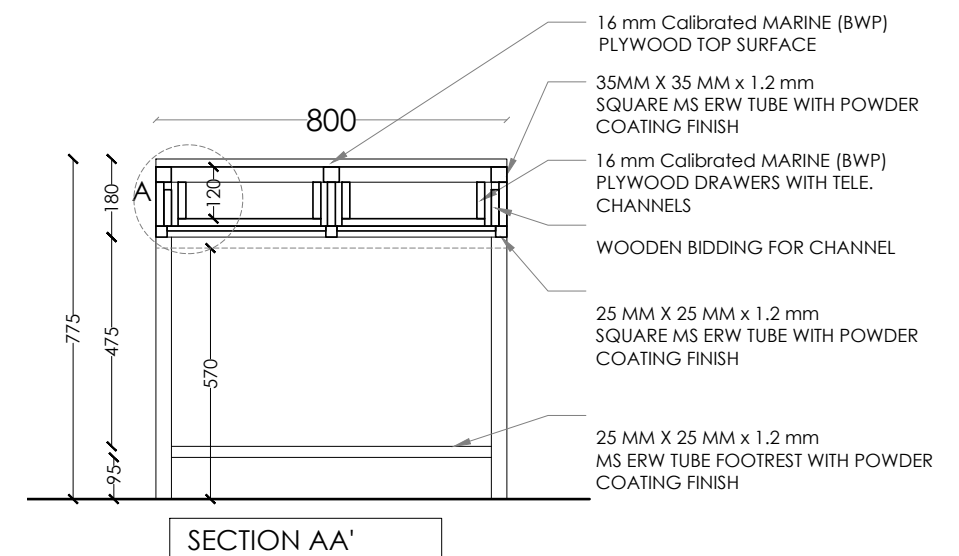
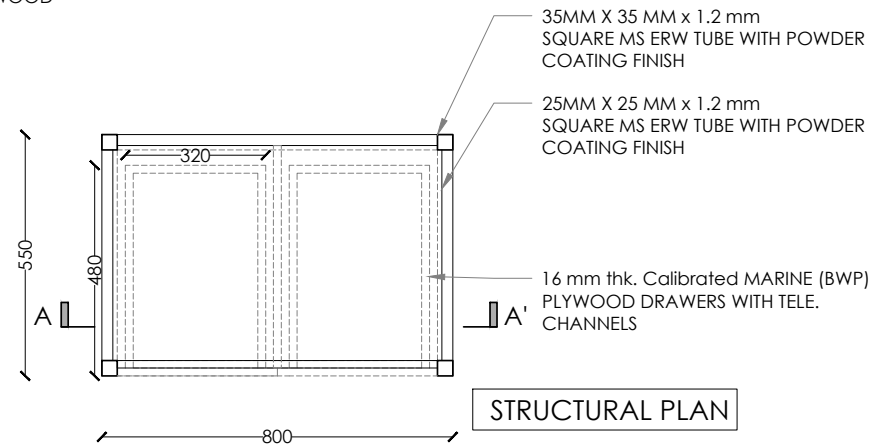
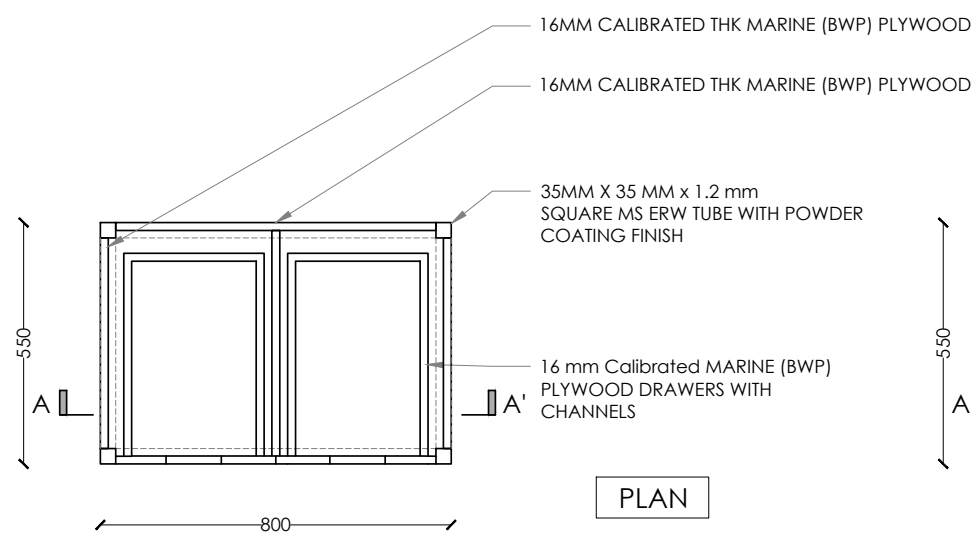
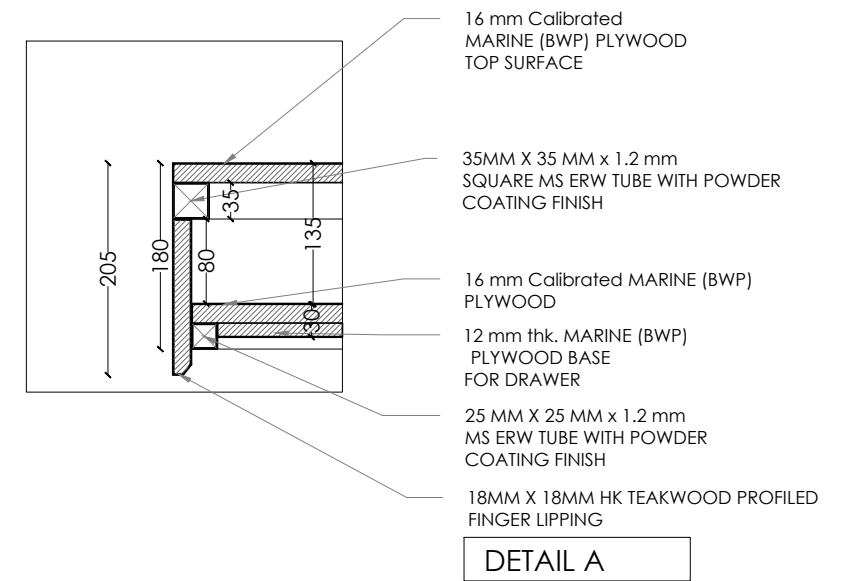
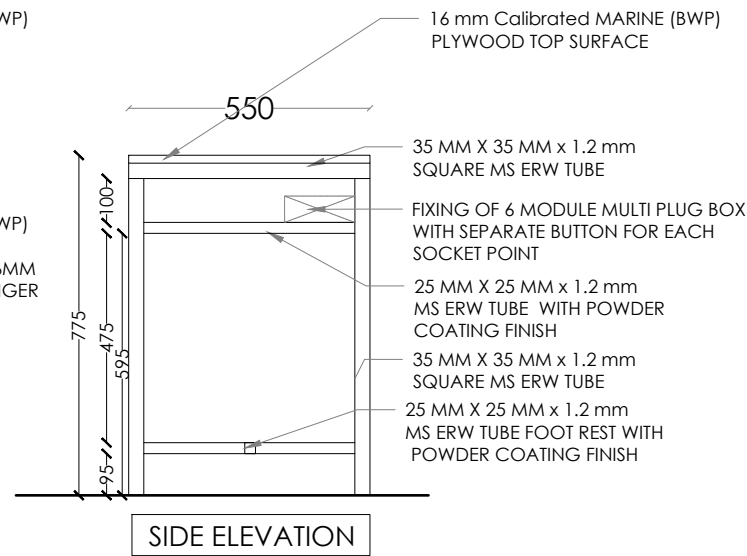
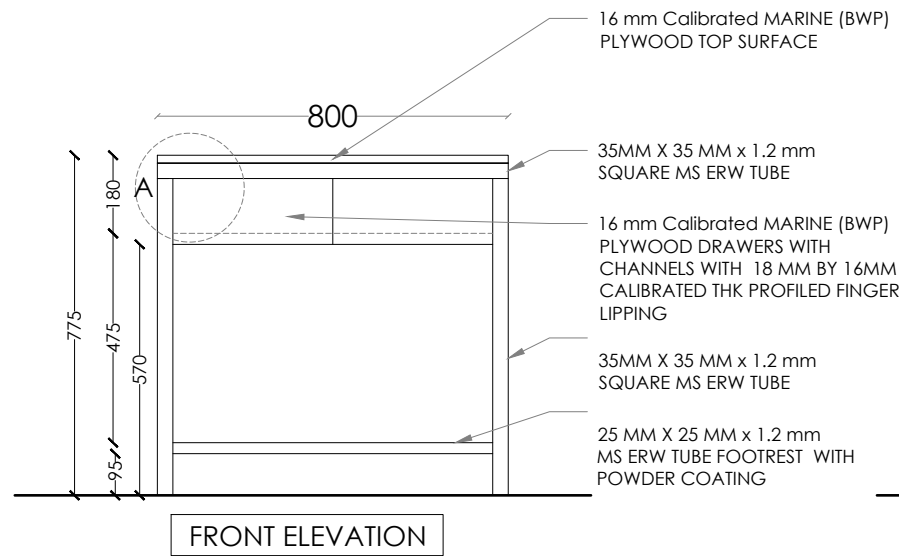
16 MM CALIBRATED MARINE (BWP) PLYWOOD

35 MM X 35 MM x 12 mm SQUARE MS ERW TUBE

SUPPLYING AND FIXING 6 MODULE MULTI PLUG BOX (UNIVERSAL SOCKET 5 AMP)

35 MM X 35 MM x 12 mm MS ERW TUBE

25 MM X 25 MM x 12 mm MS ERW TUBE

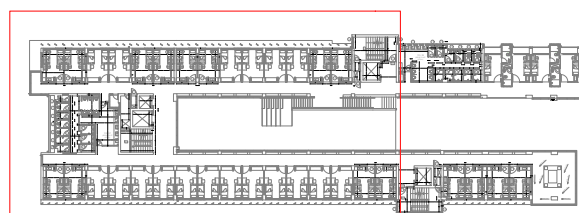


16 mm thk. Calibrated MARINE (BWP) PLYWOOD

D4 - 16MM CALIBRATED PLY USED  
 STUDY DESK - single and twin sharing rooms  
 SIZE - 800x550x775  
 NOTE: ALL EXTERNAL SURFACES VISIBLE TO BE OF 1 MM THK LAMINATE  
 & ALL INTERNAL VISIBLE SURFACES TO BE OF 0.8MM THK LAMINATE

**NOTES :**  
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REVISION		
NO.	DATE	REVISIONS
1.	08.01.024	handles were replaced with 25mm profiled finger slots with teakwood edge banding
1.	23.01.024	handles were replaced with 25mm profiled finger slots with teakwood edge banding



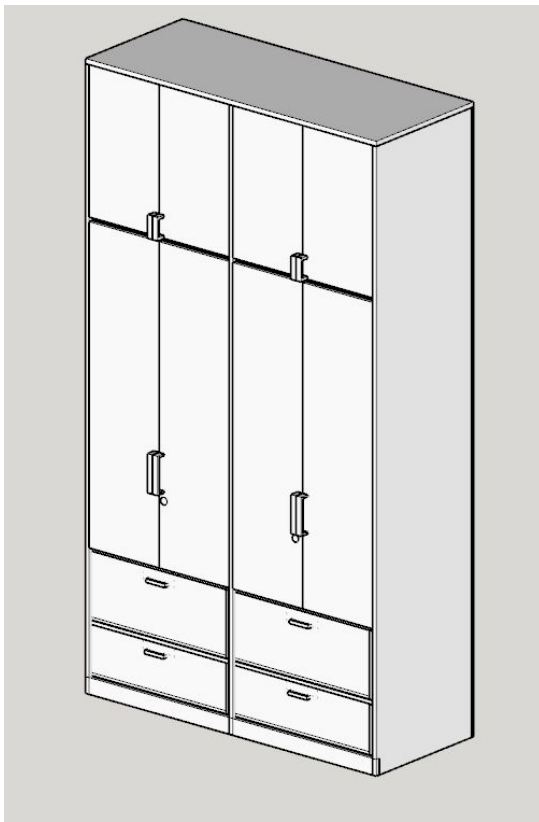
CODE	FURNITURE SCHEDULE
D4	STUDY DESK - TWIN/ SINGLE ROOM
	800X 550 X 775

NOTE:  
 ALL DIMENSIONS TO BE CONSIDERED AS PER SITE

WORKING DRAWING	
DATE OF ISSUE	DWGDATE
OFFICE STAMP AND SIGN	

CLIENT	- Veermata Jijabai Technological Institute (VJTI)
MUNICIPAL CONSULTANT	- Viraj Associates
STRUCTURAL ENGINEER	- Dr. Kelkar Designs Pvt. Ltd.
MEP CONSULTANT	- ARKK MEP Consultants
QUANTITY SURVEYOR	- Dangre Associates Baroda
KITCHEN CONSULTANT	- Excellent Kitchen Designs Pvt. Ltd.

VJTI P.G HOSTEL			
DRAWING NAME:	STUDENT ROOM-STUDY DESK	DRG.NO:	DT- F1.2
SCALE:	1:16	DRAWN BY:	RIYA
DATE:	23.01.2024	CHECKED BY:	SHANTANU



OPENABLE

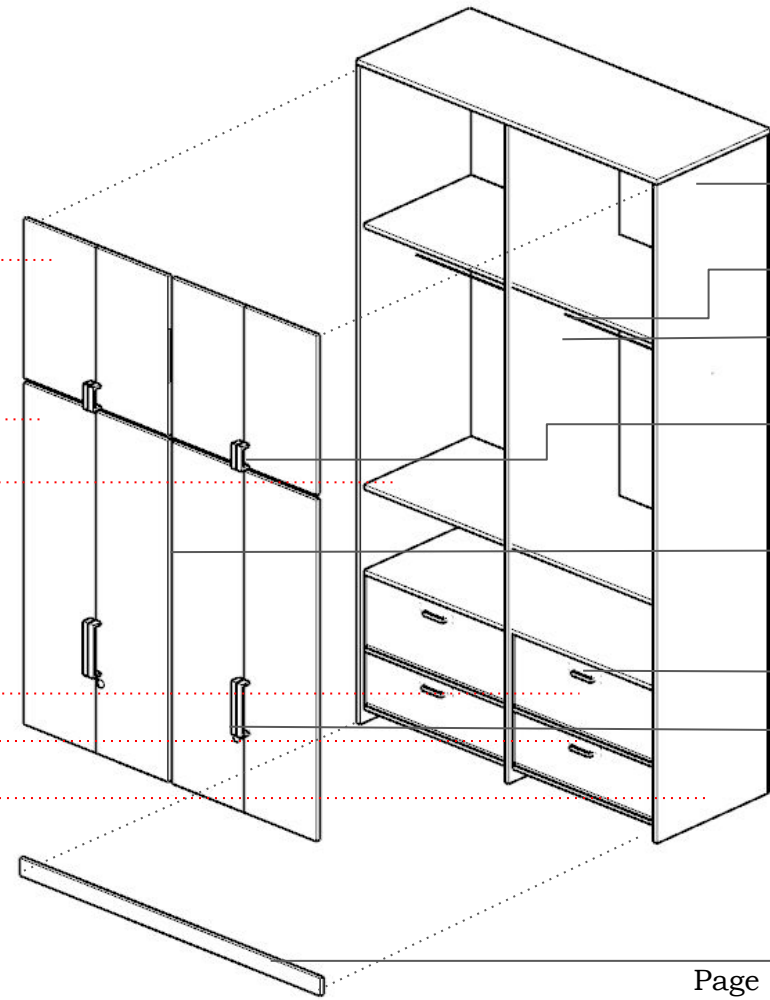
OPENABLE

12MM THK  
TRANSPARENT  
DETACHABLE  
ACRYLIC  
SEPARATION  
PANEL WITH  
FRONT BANDING  
EDGES SHOULD  
BE BEVELLED

HALF OPENING

FULL OPENING

ACRYLIC SHEET  
TRANSPARENT



16MM CALIBRATED  
MARINE (BWP) PLY WITH  
LAMINATE FINISH

HANGING ROD

16MM CALIBRATED  
MARINE (BWP) PLY WITH  
LAMINATE FINISH

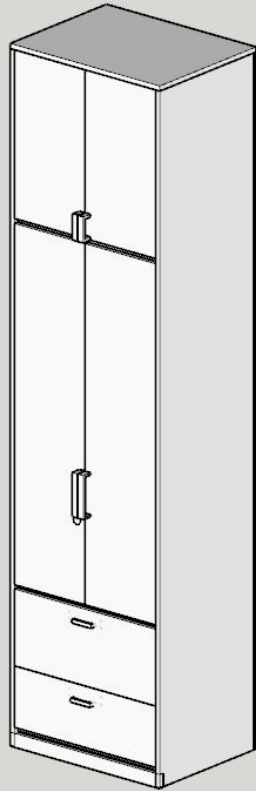
100 MM LONG  
STAINLESS STEEL (GRADE  
304) HANDLES

16MM CALIBRATED  
MARINE (BWP) PLY WITH  
LAMINATE FINISH  
SHUTTERS WITH 50MM X  
15MM HINGE

100MM LONG SQUARE S  
CABINET DRAWER SS 304  
HANDLE

150MM LONG STAINLESS  
STEEL (GRADE 304)  
HANDLES

16MM CALIBRATED  
PLYWOOD USED FOR  
50MM WARDROBE  
SKIRTING FINISHED IN  
1MM THK LAMINATE



OPENABLE

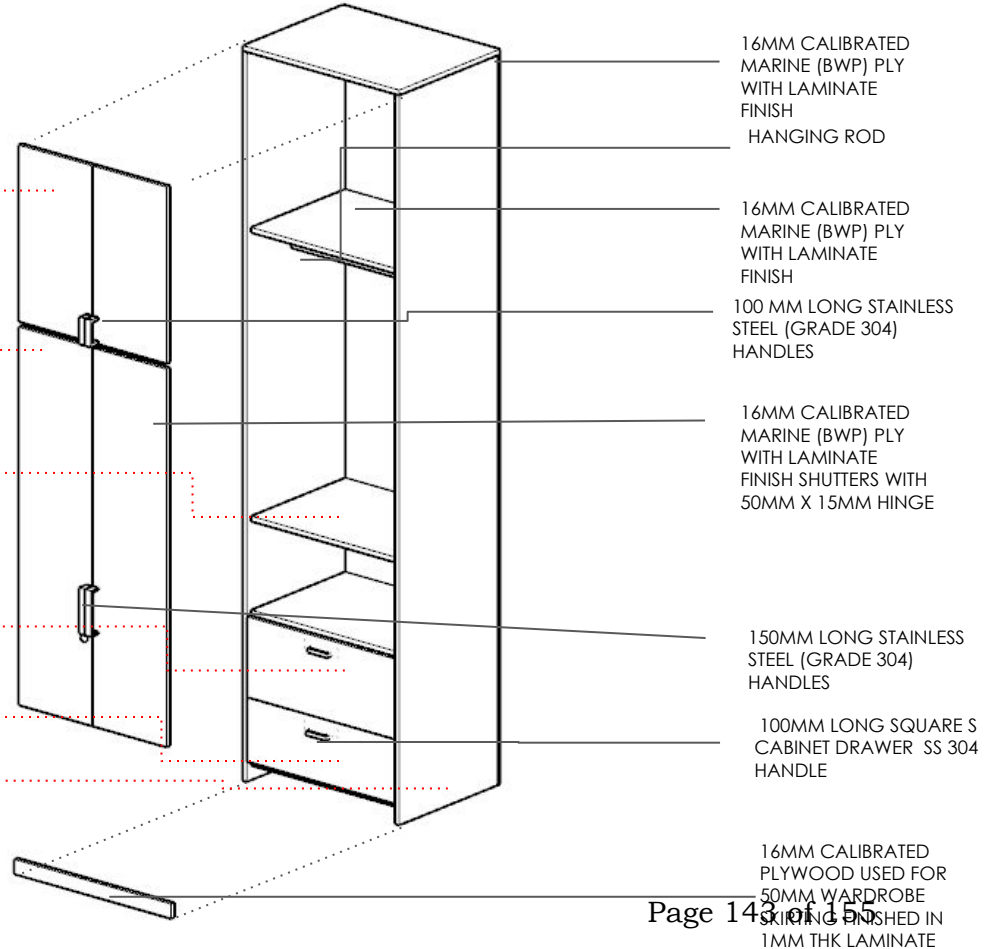
OPENABLE

12MM THK  
TRANSPARENT  
DETACHABLE  
ACRYLIC  
SEPARATION  
PANEL WITH  
FRONT BANDING  
EDGES SHOULD  
BE BEVELLED

HALF OPENING

FULL OPENING

ACRYLIC SHEET  
TRANSPARENT



16MM CALIBRATED  
MARINE (BWP) PLY  
WITH LAMINATE  
FINISH  
HANGING ROD

16MM CALIBRATED  
MARINE (BWP) PLY  
WITH LAMINATE  
FINISH

100 MM LONG STAINLESS  
STEEL (GRADE 304)  
HANDLES

16MM CALIBRATED  
MARINE (BWP) PLY  
WITH LAMINATE  
FINISH SHUTTERS WITH  
50MM X 15MM HINGE

150MM LONG STAINLESS  
STEEL (GRADE 304)  
HANDLES

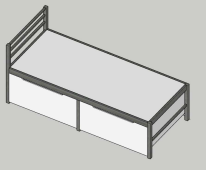
100MM LONG SQUARE S  
CABINET DRAWER SS 304  
HANDLE


16MM CALIBRATED  
PLYWOOD USED FOR  
50MM WARDROBE  
SKINNING FINISHED IN  
1MM THK LAMINATE

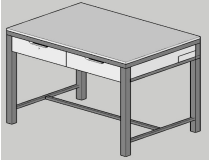
Annexure - 6  
Furniture Assessment/  
Evaluation form (Check List)

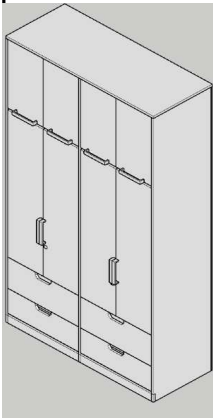


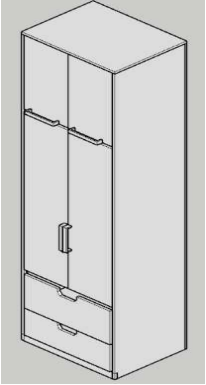

## FURNITURE TEST PARAMETERS OF VJTI



Inspection Product Name	Test Parameter	Dimensions & Tolerances	Dimensions are as per specifications and within tolerances Yes/No	Marks (1 for Yes 0 for No)	Remarks
<b>Cot/Bed</b>  	<b>Material Specifications:</b>				
	Rectangular Pipe Section without any coating: 25 mm X 50 mm x 1.6 mm MS ERW	Weight per meter 1.804 kg/m ± 5% thickness 1.6 ± 0.1 mm			
	Square Pipe Section without any Coating: 19 mm X 19 mm x 1 mm MS ERW	Weight per meter 0.565 kg/m ± 5% thickness 1 ± 0.08 mm			
	Square Pipe Section without any Coating: 40 mm X 40 mm x 1.2 mm MS ERW	Weight per meter 1.462 kg/m ± 5% thickness 1.2 ± 0.1 mm			
	Marine Plywood (BWP) Thickness (without any polish) for Mattress Base & Pullout Storage Base	16 ± 0.5 mm			
	Marine Plywood (BWP) Thickness (without any polish) for Pullout Storage Side Walls	12 ± 1 mm			
	Desnity of Marine Plywood (BWP) (without any polish)	710 kg/m <sup>3</sup> ± 5%			
	Laminate on facia and all other visible external surfaces	1 ± 0.08 mm			
	Desnity of Facia Laminate (without any polish)	600 kg/m <sup>3</sup>			
	Quality of Laminate for external surfaces	Rate in 1 to 10			
	White Laminate on all internal surfaces	0.8 ± 0.08 mm			
	Quality of Laminate for internal surfaces	Rate in 1 to 10			
	Density of White Laminate for internal surfaces	600 kg/m <sup>3</sup>			
	<b>Dimension Specifications:</b>				
	Overall Length of Cot/Bed	2000 ± 5 mm			
	Overall Width of Cot/Bed	875 ± 5 mm			
	Overall Height (including head board) of Cot/Bed	850 ± 5 mm			
	Overall Height (excluding head board) of Cot/Bed	450 ± 5 mm			
	Main Frame Material: 25 mm X 50 mm x 1.6 mm MS ERW Rectangular Pipe Section with Powder Coating (Dimensions to be measured with Digital Vernier Calliper)	Width 25 ± 0.3 mm Depth 50 ± 0.5 mm			
	Main Frame Material: 25 mm X 50 mm x 1.6 mm MS ERW Rectangular Pipe Section with Powder Coating (Thk to be measured with Ultrasonic Thickness Gauge UTG)	Thickness 1.6 ± 0.1 mm			
	Other Frame Material: 19 mm X 19 mm x 1 mm MS ERW Square Pipe Section with Powder Coating (Dimensions to be measured with Digital Vernier Calliper)	Width 19 ± 0.3 mm Depth 19 ± 0.3 mm			
	Other Frame Material: 19 mm X 19 mm x 1 mm MS ERW Square Pipe Section with Powder Coating (Thk to be measured with Ultrasonic Thickness Gauge UTG)	Thickness 1 ± 0.08 mm			
	Vertical Leg Material: 40 mm X 40 mm X 1.2 mm MS ERW Tube Section with Powder Coating (Dimensions to be measured with Digital Vernier Calliper)	Width 40 ± 0.5 mm Depth 40 ± 0.5 mm			
	Vertical leg Material: 40 mm X 40 mm X 1.2 mm MS ERW Tube Section with Powder Coating (Thk to be measured with Ultrasonic Thickness Gauge UTG)	Thickness 1.2 ± 0.1 mm			
	<b>Pullout Storage:</b>				
	Pullout Storage Internal Dimensions: 850 x 850 x 310 mm	Length 850 ± 10 mm			
		Width 850 ± 10 mm			
		Height 310 ± 5 mm			
	Details of Castor Wheels	Diameter 60 ± 1 mm			
		Width 52 ± 1 mm			
Material: Poly-Urethane PU					
Grade: Industrial Grade					
Form: Solid					
Slot at Top for Pulling Out with Top BTC Bidding (No Handles)	Purity: 95% ± 2%				
	Rate in 1 to 10				

Inspection Product Name	Test Parameter	Dimensions & Tolerances	Dimensions are as per specifications and within tolerances Yes/No	Marks (1 for Yes 0 for No)	Remarks
	<b>Welded connection:</b>				
	Uniform Fusion of connected metals	Rate in 1 to 10			
	Smooth bead appearance/profile of the weld	Rate in 1 to 10			
	Zero Spatter around the welds	Rate in 1 to 10			
	<b>Other Parameters:</b>				
	All open edges of metal sections/ pipes to be closed with plates.	Rate in 1 to 10			
	All metals should be powder coated	60 micron			
	Color of Powder Coating	Black			
	Polypropylene / Rubber Bush in Black Color having thk 2 mm at bottom of floor rest	2 ± 0.5 mm			
	Quality of Bush	Rate in 1 to 10			
	Ease of Handling, Fitting, Look & Feel	Rate in 1 to 10			
REMARKS	SATISFACTORY OR NON-SATISFACTORY				
<b>Matress</b> 	Size of Mattress	Length 1940 ± 15 mm Width 815 ± 15 mm Thickness 5" ± 0.5"			
	Material of Mattress	PU foam			
	Core Material: The core of the mattress shall be a combination of high-density bonded foam with a thickness of minimum 75 mm and a density of minimum 90 kg/cum	Thickness: 75 mm Density: 90 kg/cum			
	Foam Layers: One side of the mattress shall have a 25 mm layer of soft foam with a density of minimum 32 kg/cum and the other side of the mattress shall have a 25 mm layer of PU foam with	Thickness: 25 mm Each Side Density: 32 kg/cum			
	Mattress knitted fabric	180 GSM			
	Quilted Design (Double-side quilted)	Rate in 1 to 10			
	Reversible Mattress (mattress can be used from both sides)	Rate in 1 to 10			
	<b>Material Specifications:</b>				
Square Pipe Section without any coating: 35 mm x 35 mm and 1.2 mm MS ERW	Weight per meter 1.274 kg/m ± 5% thickness 1.2 ± 0.1 mm				
Square Pipe Section without any Coating: 25 mm X 25 mm x 1.2 mm MS ERW	Weight per meter 0.897 kg/m ± 5% thickness 1.2 ± 0.1 mm				
Marine Plywood (BWP) Thickness (without any polish) for Table Top & Drawer Side Walls (All ply shall be treated with anti termite coating).	16 ± 0.5 mm				
Desnity of Marine Plywood (BWP) (without any polish)	710 kg/m <sup>3</sup> ± 5%				
Laminate on Facia & External Faces	1 ± 0.08 mm				
Desnity of Facia Laminate (without any polish)	600 kg/m <sup>3</sup>				
Quality of Laminate for external surfaces	Rate in 1 to 10				
White Laminate on all internal surfaces for drawers	0.8 ± 0.08 mm				
Quality of Laminate for internal surfaces	Rate in 1 to 10				
Density of White Laminate for internal surfaces	600 kg/m <sup>3</sup>				
<b>Dimension Specifications:</b>					
Overall Length of Table	800 ± 5 mm				
Overall Width of Table	550 ± 5 mm				
Overall Height of Table	775 ± 5 mm				
Frame material: Legs and upper framing structure of metal square tube MS ERW tube of size 35 mm x 35 mm and 1.2 mm thick. (Dimensions to be measured with Digital Vernier Calliper)	Width 35 ± 0.3 mm Depth 35 ± 0.3 mm				
Frame material: Legs and upper framing structure of metal square tube MS ERW tube of size 35 mm x 35 mm and 1.2 mm thick. (Thk to be measured with Ultrasonic Thickness Gauge UTG)	Thickness 1.2 ± 0.1 mm				
Drawers supported by metal square tube of size 25 mm x 25 mm x 1.2 mm thick	Width 25 ± 0.3 mm				

Inspection Product Name	Test Parameter	Dimensions & Tolerances	Dimensions are as per specifications and within tolerances Yes/No	Marks (1 for Yes 0 for No)	Remarks
 <p><b>Study Table</b></p>	(Dimensions to be measured with Digital Vernier Calliper)	Depth 25 ± 0.3 mm			
	Drawers supported by metal square tube of size 25 mm x 25 mm x 1.2 mm thick	Thickness 1.2 ± 0.1 mm			
	(Thk to be measured with Ultrasonic Thickness Gauge UTG)				
	Footrest along the length, which is made of MS ERW square tube measuring 25mm x 25mm x 1.2 mm Thick (Dimensions to be measured with Digital Vernier Calliper)	Width 25 ± 0.3 mm			
	Footrest along the length, which is made of MS ERW square tube measuring 25mm x 25mm x 1.2 mm Thick (Thk to be measured with Ultrasonic Thickness Gauge UTG)	Depth 25 ± 0.3 mm			
	Footrest along the length, which is made of MS ERW square tube measuring 25mm x 25mm x 1.2 mm Thick (Thk to be measured with Ultrasonic Thickness Gauge UTG)	Thickness 1.2 ± 0.1 mm			
	<b>Storage Drawers:</b>				
	Pullout Storage Drawer Dimensions: 350 x 450 x 150 mm	(a) Width 350 ± 10 mm			
		(b) Depth 450 ± 10 mm			
		(c) Height 150 ± 5 mm			
	Pullout Distance of Drawers	350 ± 10 mm			
		Closed Length 400 ± 10 mm			
		Extension 350 ± 10 mm			
		Depth 40 ± 10 mm			
	Slides / Runner of Drawers	Thickness 10 ± 2 mm			
		Deflection 2 mm ± .02 mm			
		Type: Heavy-duty telescopic channels			
	Slot at Bottom for Pulling Out Drawers with BTC Bidding (No Handles in Drawer)	Rate in 1 to 10			
	<b>Welded connection:</b>				
	Uniform Fusion of connected metals	Rate in 1 to 10			
Smooth bead appearance/profile of the weld	Rate in 1 to 10				
Zero Spatter around the welds	Rate in 1 to 10				
<b>Other Parameters:</b>					
The table sides have 6 module multi plug box on one side of the desk	Nos. 3 Switch 3 Socket Volt: 240 V / 16A Made: Anchor or Max				
All open edges of metal sections/pipes to be closed with plates.	Rate in 1 to 10				
All metals should be powder coated	60 micron				
Color of Powder Coating	Black				
Polypropylene / Rubber Bush in Black Color having thk 2 mm at bottom of floor rest	2 ± 0.5 mm				
Quality of Bush	Rate in 1 to 10				
Ease of Handling, Fitting, Look & Feel	Rate in 1 to 10				
REMARKS	SATISFACTORY OR NON-SATISFACTORY				
	<b>Material Specifications:</b>				
	Marine Plywood (BWP) Thickness (without any polish) for Body, partitions, shutter, shelves, drawers, and skirting	16 ± 0.5 mm			
	Marine Plywood (BWP) Thickness (without any polish) for Pullout Storage Side Walls	12 ± 1 mm			
	Density of Marine Plywood (BWP) (without any polish)	710 kg/m <sup>3</sup> ± 5%			
	Laminate on facia and all other visible external surfaces	1 ± 0.08 mm			
	Density of Facia Laminate (without any polish)	600 kg/m <sup>3</sup>			
	Quality of Laminate for external surfaces	Rate in 1 to 10			
	White Laminate on all internal surfaces	0.8 ± 0.08 mm			
	Quality of Laminate for internal surfaces	Rate in 1 to 10			
	Density of White Laminate for internal surfaces	600 kg/m <sup>3</sup>			
	Transparent Detachable Acrylic Sheet	12 ± 0.08			
	<b>Dimension Specifications:</b>				
	Overall Length of Cupboards	1200 to 1400 ± 10 mm			

Inspection Product Name	Test Parameter	Dimensions & Tolerances	Dimensions are as per specifications and within tolerances Yes/No	Marks (1 for Yes 0 for No)	Remarks	
<b>Storage Cupboards- Twin sharing rooms</b> 	Overall Width of Cupboards	560 ± 5 mm				
	Overall Height of Cupboards	2440 ± 10 mm				
	Overhead Storage	(a) Length 600 to 700 ± 10 mm				
		(b) Width 540 ± 10 mm				
		(c) Height 675 ± 10 mm				
	<b>Middle Compartment:</b>					
	Hanging Space Dimensions	Length 675 ± 10 mm				
		Height 970 ± 10 mm				
	1.5 mm thk stainless steel hanging rod with SS holder rings.	1.5 ± 0.08 mm				
	Shelf below hanging space dimensions 675 x 300 mm	Length 675 ± 10 mm				
		Height 300 ± 5 mm				
	Door assemble with lock and 150 mm long SS handles	150 ± 5 mm				
	The door panels shall have SS 304 Hinges	Rate in 1 to 10				
	Middle compartment shall have a 12 mm thk transparent detachable Acrylic separation panel	12 ± 0.08				
	<b>Lower Compartment:</b>					
	Two Upper Drawers	(a) Width 675 ± 10 mm				
		(b) Depth 560 ± 10 mm				
		(c) Height 270 ± 5 mm				
	Two Lower Drawers	(a) Width 675 ± 10 mm				
		(b) Depth 560 ± 10 mm				
		(c) Height 200 ± 5 mm				
Pullout Distance of Drawers	400 ± 10 mm					
Slides / Runner of Drawers	Closed Length 450 ± 10 mm					
	Extension 400 ± 10 mm					
	Depth 40 ± 10 mm					
	Thickness 10 ± 2 mm					
	Deflection 2 mm ± .02 mm					
Type: Heavy-duty telescopic channels						
Drawers assemble with lock and 150 mm long SS handles	150 ± 5 mm					
REMARKS		SATISFACTORY OR NON-SATISFACTORY				
<b>Material Specifications:</b>						
Marine Plywood (BWP) Thickness (without any polish) for Body, partitions, shutter, shelves, drawers, and skirting	16 ± 0.5 mm					
Marine Plywood (BWP) Thickness (without any polish) for Pullout Storage Side Walls	12 ± 1 mm					
Density of Marine Plywood (BWP) (without any polish)	710 kg/m <sup>3</sup> ± 5%					
Laminate on facia and all other visible external surfaces	1 ± 0.08 mm					
Density of Facia Laminate (without any polish)	600 kg/m <sup>3</sup>					
Quality of Laminate for external surfaces	Rate in 1 to 10					
White Laminate on all internal surfaces	0.8 ± 0.08 mm					
Quality of Laminate for internal surfaces	Rate in 1 to 10					
Density of White Laminate for internal surfaces	600 kg/m <sup>3</sup>					
Transparent Detachable Acrylic Sheet	12 ± 0.08					
<b>Dimension Specifications:</b>						
Overall Length of Cupboards	600 to 700 ± 10 mm					
Overall Width of Cupboards	560 ± 5 mm					
Overall Height of Cupboards	2440 ± 10 mm					

Inspection Product Name	Test Parameter	Dimensions & Tolerances	Dimensions are as per specifications and within tolerances Yes/No	Marks (1 for Yes 0 for No)	Remarks
<b>Storage Cupboards- Single sharing rooms</b> 	Overhead Storage	(a) Length 600 to 700 ± 10 mm (b) Width 540 ± 10 mm (c) Height 675 ± 10 mm			
	<b>Middle Compartment:</b>				
	Hanging Space Dimensions	Length 650 ± 10 mm Height 980 ± 10 mm			
	1.5 mm thk stainless steel hanging rod with SS holder rings.	1.5 ± 0.08 mm			
	Shelf below hanging space dimensions 675 x 300 mm	Length 675 ± 10 mm Height 300 ± 5 mm			
	Door assemble with lock and 150 mm long SS handles	150 ± 5 mm			
	The door panels shall have SS 304 Hinges	Rate in 1 to 10			
	Middle compartment shall have a 12 mm thk transparent detachable Acrylic separation panel	12 ± 0.08			
	<b>Lower Compartment:</b>				
	Upper Drawer	(a) Width 650 ± 10 mm (b) Depth 560 ± 10 mm (c) Height 270 ± 5 mm			
	Lower Drawer	(a) Width 650 ± 10 mm (b) Depth 560 ± 10 mm (c) Height 200 ± 5 mm			
	Pullout Distance of Drawers	400 ± 10 mm			
	Slides / Runner of Drawers	Closed Length 450 ± 10 mm			
		Extension 400 ± 10 mm			
		Depth 40 ± 10 mm			
		Thickness 10 ± 2 mm			
		Deflection 2 ± .02 mm			
	Drawers assemble with lock and 150 mm long SS handles	150 ± 5 mm			
	REMARKS	SATISFACTORY OR NON-SATISFACTORY			
	<b>Chair</b> 	<b>Material Specifications:</b>			
Seat and Back Material:		Seat Cushion Thk: 25 ± 2 mm			
The seat and back shall be made of injection moulded high impact strength polypropylene polymer compound.		Density: 40-45 kg/cum			
Back of Chair shall have Curve and perforation for the better back support and air ventilation.		Rate in 1 to 10			
Chair shall have 4 Legs for better stability with Size 30 mm x 50 mm x 1.2 mm Thick (Dimensions to be measured with Digital Vernier Calliper)		Width 30 ± 0.3 mm Depth 50 ± 0.5 mm			
Chair shall have 4 Legs for better stability with Size 30 mm x 50 mm x 1.2 mm Thick (Thk to be measured with Ultrasonic Thickness Gauge UTG)		Thickness 1.2 ± 0.1 mm			
Other Frame Materials: MS ERW Tube (oblong section)		Rate in 1 to 10			
<b>Dimension Specifications:</b>					
Overall Height of Chair		800 ± 5 mm			
Overall Width of Chair		580 ± 5 mm			
Overall Depth of Chair		565 ± 5 mm			
Size of injection moulded Seat		Length 424 ± 5 mm			
		Width 464 ± 5 mm			
Size of Back		Height 335 ± 5 mm			
	Width 464 ± 5 mm				
Size of Armrest	Length 228 ± 5 mm				

Inspection Product Name	Test Parameter	Dimensions & Tolerances	Dimensions are as per specifications and within tolerances Yes/No	Marks (1 for Yes 0 for No)	Remarks
	<b>SIZE OF ARMREST</b>	Width 68 ± 5 mm			
	<b>Welded connection:</b>				
	Uniform Fusion of connected metals	Rate in 1 to 10			
	Smooth bead appearance/profile of the weld	Rate in 1 to 10			
	Zero Spatter around the welds	Rate in 1 to 10			
	<b>Other Parameters:</b>				
	All open edges of metal sections/pipes to be closed with plates.	Rate in 1 to 10			
	All metals should be powder coated (10 bath)	60 micron			
	Color of Powder Coating	Black			
	Polypropylene / Rubber Bush in Black Color having thk 2 mm at bottom of floor rest	2 ± 0.5 mm			
	Quality of Bush	Rate in 1 to 10			
	Ease of Handling, Fitting, Look & Feel	Rate in 1 to 10			
	REMARKS	SATISFACTORY OR	NON-SATISFACTORY		
<b>Dustbin</b> 	<b>Material Specifications:</b>				
	Material of Dustbin: Stainless Steel	Rate in 1 to 10			
	Grade of Material of Dustbin: SS 304	Rate in 1 to 10			
	<b>Dimension Specifications:</b>				
	Size of Cylindrical Dustbin	Diameter 8" ± 0.5"			
		Height 12" ± 0.5"			
	<b>Welded connection:</b>				
	Uniform Fusion of connected metals	Rate in 1 to 10			
	Smooth bead appearance/profile of the weld	Rate in 1 to 10			
	Zero Spatter around the welds	Rate in 1 to 10			
	<b>Other Parameters:</b>				
	Color of Dustbin	Silver			
	Structure of Dustbin	Cylindrical with Open Top			
Polypropylene / Rubber Bush in Black Color having thk 2 mm at bottom of floor rest	2 ± 0.5 mm				
Quality of Bush	Rate in 1 to 10				
Ease of Handling, Fitting, Look & Feel	Rate in 1 to 10				
REMARKS	SATISFACTORY OR	NON-SATISFACTORY			

# **Proformas**

### Proforma - I

#### **The list of similar works as stated in Clause 'A' of Eligibility**

#### **Criteria during last five years-**

<b>Proforma - I</b>											
Sr. No	Name of the Project	Name of the Employer	Date of starting of work	Stipulated/ Actual Date of Completion	Actual cost of work done in Rs. (year-wise)						Page No.
					18-19	19-20	20-21	21-22	22-23	Total	
1											
2											
3											

**NOTE:**

- Scanned Attested copies of completion / performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.
- Works shall be grouped financial year-wise.

### Proforma - II

#### **Details of all the similar type works executed/ongoing in last 5 years with client details**

Sr. No.	Name of the work/ project executed with address	Short description of work executed	Name and address of the Client and Name of Engineers/ Architect in charge with Telephone No. and Email -id	Value of work executed	Stipulated time of completion	Date of commencement	Date of completion	Any other relevant information
	1	2	3	4	5	6	7	8
1								
2								
3								
4								
5								
6								
7								



**Proforma – III**

**Yearly turnover of Modular Furniture Manufacturing, supply and installation works during the last three years (Furniture Works only).**

<b>Proforma – III</b>					
Sr. No.	Financial Year	Annual Turnover of Furniture works	Updated value to current year	Maximum of last 5 years	Page No.
1					
2					
3					
4					
5					
Total					

NOTE: The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.

**Proforma – IV (PERSONNEL)**

<b>Proforma – IV</b>						
Sr. No.	Post	Name	Qualification	Work Experience		Page No.
		(Prime Candidate/ Alternate)		No. of Years	Name of Projects	
1						
2						
3						
4						

NOTE: Scanned Attested copies of qualification certificates and details of work experience shall be submitted / uploaded.

**Proforma - V (MACHINERY)**

<b>Proforma - V</b>				
Sr. No.	Equipment	Nos.	Owned / Leased / Assured Access	Page No.
1				
2				
3				
4				

Note: The tenderer(s) shall furnish/upload the requisite Scanned Attested documents of ownership/leased of machineries. The undertaking from the suppliers will not be accepted.

**Proforma - VI/A**

Details of Existing Commitments and Ongoing Works –

<b>Proforma VI/A</b>									
Sr. No.	Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Scheduled date of completion	Value of work remaining to be completed	Anticipated date of completion	Page No.
1									
2									

Note: Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

**Proforma - VI/B**

Details of works for which bids are already uploaded by the Contractor in addition to this bid-

<b>Proforma - VI/B</b>							
Sr. No.	Description of work Place	Name & Addresses of employer	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks	Page No.
1							
2							
3							
4							

Note: Scanned Attested copies of acknowledgement/'bid submission conformation' of tender submission shall be annexed.