



E-TENDER REFERENCE NO: VJTI/INP/MPAC/TENDER/01/2026

Name of Work: Providing and maintaining temporary barricading along the boundary of M P A Complex

**Sd/-
Dean
Infrastructure (New Projects)**

**Sd/-
Registrar**

(Standard Bid Document)

Website: 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 MUMBAI

वीरमाता जिजाबाई तंत्रज्ञान संस्था

Veermata Jijabai Technological Institute

(Autonomous Institute of Govt. of Maharashtra)

H. R. Mahajani Road, Matunga (East), Mumbai - 400 019

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E-TENDER REFERENCE NO: VJTI/INP/MPAC/TENDER/01/2026

Date:

e-TENDER NOTICE

Sub: Providing and maintaining temporary barricading along the boundary of M P A Complex.

The Veermata Jijabai Technological Institute (VJTI) invites e- tender to appoint Contractor for the above-mentioned 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 and registered with the PWD Maharashtra or BMC or Central/State Government/Semi Govt. Organization or Central/State Public Sector Undertakings and have carried out similar works in last 3 years, can submit the Bid.

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

- i) The Tender documents can be downloaded from the e-Tendering website <https://mahatenders.gov.in>. The bidder has to fill in an online form and fill in information regarding Tender 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
Providing and maintaining temporary barricading along the boundary of M P A Complex	03 (Three) months (Including monsoon period)	Rs. 20,17,004/- (Rs. Twenty Lakh Seventeen Thousand four Only) (Including G.S.T. 18%)
Proposed MPA Complex at VJTI Institute.		Rs.17,09,325/- (Rs. Seventeen Lakh Nine Thousand Three Hundred Twenty Five Only) (Excluding G.S.T.)

- ii) Tender documents are invited in two bid system for the above work Envelope '1': Prequalification of the vendors (Technical Bid) Envelope '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 Envelope '1' & Financial Bid in Attachment of Envelope '2'.
- iv) Bidders should note that the Technical Bid (i.e., Envelope '1') will be opened first, and the Financial Bid (i.e., Envelope '2') will be opened only for qualified bidders.
- v) Tender Fee is Rs.500/+ Rs.90 GST @ 18% =Rs.590/- is to be paid online.
- vi) EMD for the Tender is **Rs. 17,100/- (Rupees Seventeen Thousand One Hundred 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 (New Projects) at the following address on any working day during office hours.

Dean Infrastructure (New Projects), Structural Engg. Dept. First floor, VJTI, H.R. Mahajani Marg, Mumbai – 400 019.

Email: dean_infranp@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.

**Sd/-
Registrar**

HEADER DATA

Tender Document Number	VJTI/INP/MPAC/TENDER/01/2026
Name of Organization	VJTI Mumbai
Subject	Providing and maintaining temporary barricading along the boundary of M P A Complex.
Estimated Cost Including G.S.T.	Rs. 20,17,004/- (Rs. Twenty Lakh Seventeen Thousand Four Only) (Including G.S.T.)
Estimated Cost Excluding G.S.T.	Rs. 17,09,325/- (Rs. Seventeen Lakh Nine Thousand Three Hundred Twenty Five Only) (Excluding G.S.T.)
Tender Fee (Non-refundable)	Rs.500/- + Rs.90/- GST @ 18% =Rs.590/- is to be paid online.
Bid Security Deposit/Earnest Money Deposit	Rs.17,100/- (Rupees Seventeen Thousand One Hundred Only) is to be paid online.
Date of issue and sale of tender	30/07/2026 from 14:00 Hrs
Last date & time for sale of tender	14/08/2026 upto 17:00 Hrs
Site visit	05/08/2026 up to Site visit from 11:00 Hours to 12:30 Hrs
Submission of Envelope '1', & '2' (Online) & Receipt of Bid Security Deposit (EMD)	14/08/2026 upto 17:00 Hrs
Opening of Envelope '1'	17/08/2026 after 11:00 Hrs
Opening of Envelope '2'	24/08/2026 after 15:00 Hrs (Tentative)*
Address for communication	Office of the: Dean Infrastructure (New Projects), First floor, Structural Engineering Department, VJTI H.R. Mahajani Marg, Matunga, Mumbai – 400 019.
Venue for opening of bid	Online in the office of Dean Infrastructure (New Projects)

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.

**Sd/-
Registrar**

**SECTION 2 ELIGIBILITY CRITERIA
(PRE-QUALIFICATION CONDITIONS OR PRE-
QUALIFICATION CRITERIA)**

Eligibility of Applicants:

The Veermata Jijabai Technological Institute (VJTI) invites e-tender to appoint Contractor for the aforementioned work from contractors. Joint venture will not be allowed.

To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

A. Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of the similar nature and on their own in Govt. /Semi Govt./Public Sector Organizations/ Private Sector Organization, Educational Institutes such as IIT/NIT/IISc/IIM/IIIT/IISER during last three (3) years ending last day of month previous to the one in which bids are invited as a Contractor. The Private Sector Organizations/ Company for which the bidder has executed the similar type of work should be a large enterprise having average annual turnover of a minimum Rs. 100 Crore for last Three years. Contractor blacklisted by any of the Government/ Semi Government /Public sector organization are not eligible to submit the bid.

- a) One similar completed work of value equal and/ or not less than the value equal to 80% of estimated cost put to tender i.e., amounting **Rs 16.15 lakh.**

OR

- b) Two similar completed works each of value not less than the value equal to 60% of estimated cost put to tender i.e., amounting **Rs 12.10 lakh.**

OR

- c) Three similar completed works each of value not less than the value equal to 40% of estimated cost put to tender i.e., amounting **Rs 8.07 lakh.**

The value of completed works shall be brought to the 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

*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 last day of month previous to the one in which bids are invited.

Similar Works/Experience: To assess technical capacity, 'Similar Experience' for the work **"Providing and maintaining temporary barricading along the boundary of M P A Complex."** shall refer to completed or ongoing projects involving barricading works including necessary MS framework, concrete foundation and Galvalume sheets and necessary supporting on existing structures etc complete.

B. Financial Capacity.

- 1) Achieved an average annual financial turnover as certified by 'Chartered Accountant' **equal to or greater than Rs. 40 lakhs** 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.

C. 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:

Assessed Available Bid Capacity = $((A * N * 2) - B)$

Where,

A = Maximum turnover in last 3 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)** for which these bids are being invited. (E.g., 6 months = 6/12 year).

B = Cost of works (repair and refurbishment) 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:

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

**Sd/-
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.

Sd/-
Registrar

SECTION 4

E-TENDERING ONLINE SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

1. Before entering into the online tendering process, the contractors should complete the registration process so as to get a User ID for E-tendering links. For this applicants/Bidders shall refer to the bidder's manual kit available on the website <https://mahatenders.gov.in> for bid submission. The detailed guidelines for creation and submission of the bid are available in the referred document or at a link <https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>
2. The Digital Signature enrolment 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 / IDBTL / MTNL Trust line / Safe Script / TCS.
3. Bidder then logs into the portal giving user id/password chosen during enrolment.
4. The e-token that is registered should be used by the bidder and should not be misused by others.
5. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
6. The Bidders can update well in advance, the documents such as certificates, purchase order details, etc., under the My Documents option, and these can be selected as per tender requirements and then attach along with bid documents during bid submission. This will ensure a lesser upload of bid documents. 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. 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.
7. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender conditions, otherwise, the bid will be rejected.
8. 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.
9. If there are any clarifications required, this may be obtained through the contact details given in the tender document. The bidder should take into account the corrigendum published if any before submitting the bids online.
10. The bidder should arrange for the EMD as specified in the tender, on or before the bid submission

date and time.

11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. 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 the size of the file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. 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 that are not frozen are considered Incomplete/Invalid bids and the same will not be considered for evaluation purposes.
14. 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.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be considered.
16. At the time of freezing the bid, the eProcurement system will give a successful bid updating 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.
17. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. After the bid submission, the bid summary has to be printed and kept as an acknowledgment as a token of the submission of the bid. The bid summary will act as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
19. Successful bid submission from the system means, the bids as uploaded by the bidder are received and stored in the system. The system does not certify its correctness.
20. The bidder should see that the bid documents submitted should be free from virus and if the documents cannot be opened, due to virus, during tender opening, the bid is liable to be rejected.
21. 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.
22. 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 be 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.

23. During the transmission of bid documents, the confidentiality of the bids is maintained since the data is transferred over a secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
24. The e-tender is available on the 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 as per the Server System Clock. The Envelope '1', & Envelope '2' of the tenderer will be opened as per the timetable shown in the Header Data in the office of 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 of 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 5

INSTRUCTIONS TO BIDDERS

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 Envelope '1'.

B. Technical Personnel

The contractor and/or its managerial staff should have qualifications/experience appropriate to the function they fulfil. 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 nos. of years' experience working on similar nature of projects.

Technical Staff as required for this work.

Sr. No.	Designation	Qualification	Number of personnel required to be deputed at site for Full Duration of Work	Experience (In Years)
1	Project/Site Engineer	Degree in Civil Engineering OR Diploma in Civil Engineering	1	3
2	Site Supervisor	Experience in renovation	1	3

Rate of recovery in case of non-compliance of the clause is stipulated as follows: -

Sr. No.	Designation	Rate of Recovery
1	Project/Site Engineer (Degree/Diploma)	Rs. 100000/- p.m.
2	Site Supervisor/ Engineer (Degree/ Diploma)	Rs. 75000/- p.m.

Submit list of manpower in proforma-I who shall be deployed at site VJTI, if the personnel deployed is other than the given in proforma then a **penalty of Rs. 1,00,000.00/-** per person shall be levied & deducted from 1st running bills.

Documents of at least two site personnel are required to be submitted for Site Engineer/Supervisor Position. If one leaves his job or is absent during work execution, a same qualified replacement must be available; who has similar experience of repair and renovation works. Otherwise, a penalty will be imposed of **Rs. 1,00,000.00/-** per person.

Note:

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

Please note: This condition does not relieve the contractor from the responsibility towards quality, quantity, performance, any untoward incident on site etc. of the work.

C. Time period of project

The entire project should be completed and delivered within **03 months** including monsoon from the date of award of contract. 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 Conditions of Contract. The Contractor shall complete the work as per the Schedule given in the Contract and the program 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.5,000/-** 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. In the event of the contractor failing or neglecting to complete the rectification work within the above D L period, the amount of security deposit retained by VJTI shall be adjusted towards the cost incurred by the Department on any rectification work.

E. Security Deposit & Additional Security Deposit

1. Security Deposit

The security deposit shall mean and comprise of :

- i. **Contract Deposit** – The successful tenderer, hereafter referred to as the contractor shall pay an amount equal to Two percent (02%) 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 favor of 'Director VJTI'. and
- ii. **Retention Money** – An amount equal to three percent (03%) of the Contract Sum which will be recovered from the contractors bill i.e., interim / running / final bill as Retention Money.

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 Envelope '2' (Scan copy of Demand Draft or Bank Guarantee shall be submitted with e-tender).
- ii. If the offer quoted by the 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 Envelope '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 Envelope '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 $(19-15=4\% \times 2=8\%)$).

The bid of the bidder, who does not submit the ASD in the form of Demand Draft or Bank Guarantee of required amount shall be summarily rejected.

3. *Refund of Security Deposit*

a) **Refund of Contract Deposit**

The Contract Deposit shall be released within 30 days after the **expiry of Defect Liability Period** upto which the contractor has to maintain the facility provided in good condition, subject to no recoveries are pending against the said work.

b) *Refund of Retention Money*

The Retention Money shall be released within 30 days after the **expiry of Defect Liability Period** subject to no recoveries are pending against the said work. After the 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.

c) *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 10% of the bill amount per month & shall be deducted from running/final bill.
- ii. Bank Guarantee (B.G.) shall be from Nationalized 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, if 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.

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.

(b) 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 subcontractors, or entering into a joint Venture or collaboration with another agency to fulfil the qualifying criteria is **not allowed**. However, sub-letting of work and appointment of Subcontractors is permitted only for the execution of electrical items.

G. Site Visit

It is compulsory to visit the site on any working day during office hours. It is necessary to obtain the site visit form duly signed by the concerned Engineer and the same shall be attached/uploaded with the tender document in Envelope '1'. Contractor/Authorized representative (having experience in carrying out similar works) should attend the site visit. It is expected that the Contractor/Authorized representative will have studied the tender document. Authorized representative is required to submit authorization letter from the Contractor if Contractor himself/herself is not attending the site visit.

H. Submission of Tender

ENVELOPE '1' – Technical Bid

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

1. Valid Registration Certificates (copies of PF & ESIC Registration Certificates).
2. Valid **Bank Solvency Certificate** of Minimum Solvency amount Rs **10.00 Lakhs (Rs. Ten lakhs 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 the 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. GST Return till Last Month/Quarter/latest as applicable.
7. 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.
8. List of Technical Personnel with their qualification working in bidder establishment. (Proforma-I).
9. Details of technical personnel to be deployed at VJTI on the award of Contract (Proforma-II).
10. 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-III).
11. The list of similar type of works as stated in clause 'A' of Eligibility Criteria, successfully completed during the last three years in prescribed proforma. Information furnished in the prescribed proforma (Proforma – IV) shall be supported by the certificate duly self-attested. Also furnish details of all the similar type works completed/Ongoing in last 3 years with client details as prescribed in Proforma – IV.
12. 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 – V).
13. Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works Signed copy of the Minutes of pre-bid meeting if any.
14. BOCW certificate/ undertaking (as per attached. (Proforma –X).
15. Income Tax Clearance / IT Return/Acknowledgement for the last three financial years preceding the Financial Year in which bid is invited.

16. The 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.
 17. The bidder shall submit the litigation history in Envelope '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. Organization, initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for the last 3 years from the date of submission of bid.
 18. Statement showing assessed available Bid Capacity on bidders' letterhead duly certified by CA.
 19. Indemnity Bond on of Rs. 100/- stamp paper as per the annexures (Section 12) in **Annexure -I.**
 20. 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.
21. The undertaking on Rs. 100/- stamp paper as per the Annexure -II. (Irrevocable Undertaking) for compliance of provisions of G. S. T. Act.
 22. Signed copies of all amendment's/corrigendum's if any.
 23. Tenderer should download from tender document- 'Form of tender fill in the requisite details, sign whenever necessary, scan the same documents, upload & submit.
 24. The Bidders will have to provide Tender Fee online through the online Bank getaway on NIC portal of <https://mahatenders.gov.in>. The Bid shall be summarily rejected if it is not accompanied by the Tender Fee. Bidder shall submit screenshot of receipt of payment of Tender Fee in Envelope '1', failing which bidder shall be treated as non-responsive.
 25. The Bidders will have to provide Earnest Money Deposit online through the online Bank getaway on NIC portal of <https://mahatenders.gov.in>. The Bid shall be summarily

rejected if it is not accompanied by the Earnest Money Deposit. The bidder shall submit a screenshot of receipt of payment of EMD deposit in Envelope '1', failing which bidder shall be treated as non-responsive.

26. Attendance certificate issued by VJTI for attending Pre-bid meeting and Site Visit.

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 superscripted on Envelope '1'.
- iii. If it is found that the Bidder has not submitted required documents in Envelope '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.

ENVELOPE – '2'

The Envelope '2' shall contain following documents –

The bidder shall submit the commercial bid (Envelope '2') online by filling in the complete commercial proposal. All the inputs given on this screen need to be digitally signed. (This tender is B2 tender, hence, contactor is required to submit item rates for each item)

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 Institute 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 the 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 with 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 the 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.

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 “Envelope 2” with in 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 **One-Twenty (120) 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 authority as non-responsive.
- In exceptional circumstances, prior to expiry of the original time limit, the authority 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 renovation/construction work in good Workmanship 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 the standard and quality of workmanship and materials as specified in the contract is deficient. A 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 account of different reasons for the variety of the projects.
- The Engineer-in-charge/ Dean (ID & M) 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 of any defective works 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 the 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 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 conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until the defect could have been discovered with reasonable diligence.
- If defects arise during the warranty period, the contractor must replace or repair the affected items at no additional cost, ensuring prompt action and equivalent or superior replacements. The contractor must submit warranty documents upon installation. Failure to comply with warranty or replacement requirements will result in liability for costs. Additionally, post-warranty support for 6 months and penalties for delayed replacements will apply.

The DLP for work under reference shall be 02 years:

- Also, in case of a 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 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:

	Where the amount or value set forth in such a contract does not exceed Rs. 10 Lakh.	Five Hundred rupees stamp duty
	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 07 days from the date of issue of LOI (Letter of Intent) and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- (iii) All legal charges and incidental expenses in this respect shall be borne and paid by the successful bidder

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_infranp@vjti.ac.in**”. The subject shall clearly bear the following identification / title: “**Providing and maintaining temporary barricading along the boundary of M P A Complex**”, 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 Contract amount, the preference will be given as below:
 - 1) On the basis of higher class Registered with PWD, Maharashtra.
 - 2) If the 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.

SECTION 6

SCOPE OF WORK

Name of work: Providing and maintaining temporary barricading along the boundary of M P A Complex

The contractor shall provide, install, maintain, and remove temporary barricading around the proposed construction site. The scope generally includes:

1. Site survey, marking, and setting out of the barricading line as per the instructions of Engineer Incharge.
2. The necessary design of the barricading with MS framework considering the wind load etc shall be got approved from the Engineer In charge.
3. Supply and erection of steel posts, horizontal members, bracing, and foundations/base plates as per approved drawings.
4. Fixing of colour-coated Galvalume sheets (0.45–0.50 mm thick) to the M S framework.
5. Providing gates for entry and exit of vehicles and pedestrians with locking arrangements.
6. Display of project information boards, safety signs, reflective tapes, caution boards , and emergency contact details.
7. Regular inspection, cleaning, painting/touch-up, and repair of damaged sheets or framework throughout the contract period and also during the D L Period of 2 years.
8. Ensuring stability of the barricade against wind loads and maintaining public safety.
9. Shifting, extending, or modifying the barricading as required during different stages of construction.
10. Dismantling the barricading after completion of the work, removing all materials, and restoring the site to its original condition.
11. The work shall be carried out in accordance with the contract specifications, approved drawings, and applicable safety requirements of the local authority i.e. BMC and relevant IS codes.

SECTION 7
GENERAL CONDITIONS OF CONTRACT
(G.C.C.)

General Conditions of Contract

Contractor are requested to go through the general conditions below carefully before submitting the offer.

A. General

1. The successful Bidder has to submit an insurance document (Contractors All Risk / Employee's Compensation) issued by the Directorate of Insurance within seven days of issue of Letter of Intent (LOI) by VJTI **(as per following Notification/GR).**
2. शासकीय विमा निधी, महाराष्ट्र राज्य
(कंत्राटी काम व ते काम पूर्ण करण्यासाठी नियुक्त करण्यात येणाऱ्या कामगारांचा विमा शासकीय विमा निधीकडे उतरविण्याकरिता कार्यपद्धती निश्चित करणेबाबत.) शासन निर्णय क्रमांक व दिनांक :
महाराष्ट्र शासन, वित्त विभाग, शासन निर्णय क्र. विमा सं.: १०९७ / प्र. क्र. २८ / शासन हमी
दिनांक: १९/०८/१९९८ महाराष्ट्र शासन, नगरविकास विभाग, पत्र क्र.: जीईएन-१०१८/१३५७/प्र. क्र.
१६६/९८/ नवि-२४ दिनांक: ०३/११/२००३
3. The successful Bidder has to submit a copy of the receipt of payment to Labour Welfare Fund issued by the office of the Welfare Commissioner of Labour Welfare Board, Government of Maharashtra within seven days of issue of Letter of Intent (LOI) by VJTI (as per following Notification/GR)
4. शासनाने इमारत व इतर बांधकाम कामगार (रोजगार नियमन व सेवा शर्ती) अधिनियम, १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर अधिनियम, १९९८ अंतर्गत उपकर नियम, १९९८ नुसार उपकर वसूल करण्याची **कार्यपद्धती** अवलंबली आहे. सदर शासन निर्णयाची अंमलबजावणी करणे बंधनकारक असून, कंत्राटी कामाच्या एकूण मूल्याच्या १% (एक टक्का) इतकी उपकराची रक्कम जमा करावी. शासन निर्णय क्रमांक व दिनांक : महाराष्ट्र शासन, उद्योग, ऊर्जा व कामगार विभाग, शासन निर्णय क्र. बीसीए-२००९/प्र.क्र.१०/कामगार-७-अ, मंत्रालय, मुंबई, दिनांक १७/०६/२०१०.
5. Contractors will be disqualified if the Tender becomes unbalanced due to quoted rates.
6. A Work Agreement shall be made between the successful Contractor and the Director, VJTI, on stamp paper of appropriate amount and shall be notarized (the cost of stamp paper and notarization shall be borne by the Contractor).
7. The offer should be submitted in the prescribed format online as per **TWO BID SYSTEM ONLY.**
8. The offer shall be unconditional, and the Contractor shall quote their offer in the prescribed format online.
9. Please note that submission of all the documents mentioned in the attachment of Technical Bid is mandatory.
10. Documents with incomplete/wrong information will lead to the rejection of Tender.
11. The rates should be quoted only for the items specified in the Bill of Quantities (BOQ) and

should be for items of a given specification.

12. Rates MUST be quoted in Indian currency (Rupee) only (rounded to next Rupee).
13. The Contractor shall be responsible for any injury to a person, and damage to material and properties of the Institute during the execution of work.
14. The items shown in the Bill of Quantity are only for reference. Any item may be cancelled partially or wholly by the VJTI.
15. Contractors have to take prior approval in writing from the Engineer-in-charge before executing excess quantity or any Extra Items.
16. The contractor has to start the work within 7 days of the issue of the Work Order. If the work is not started within the stipulated period after placing the order with the successful Bidder, the EMD will be forfeited.
17. The work will be carried out without disturbing classes and laboratories when they are in session.
18. All the material to be used shall be approved and of good quality.
19. Materials should be tested as per the respective IS code from Government recognized / NABL accredited laboratories and reports should be submitted along with the R.A. Bills.
20. Penalties for delay in work completion:
 - i. A Penalty of Rs. 10000/- per day shall be imposed for delay in work on contractor's part up to 30 days after contract period.
 - ii. A penalty of Rs. 20000/- per day shall be imposed for delay in work on contractor's part beyond 30 days and the up to 60 days after contract period.
 - iii. A penalty of Rs. 60000/- per day shall be imposed for delay in work beyond 60 days and up to 90 days after contract period.
 - iv. If the work is delayed beyond 90 days, then the contract will be cancelled, all deposits will be forfeited, and contractor shall be blacklisted. No further bills shall be paid if the work is delayed beyond the 90 days.
21. Methodology of the work, safety manual and quality assurance plan shall be submitted before commencement of the work.
22. The work may be carried out on all days from 8.00 AM to 6.00 PM. For working in late hour's Engineer-in-charge permission shall be obtained.
23. The Contractor has to make his arrangement of cables and switches for electric connections required for the work.
24. No labor hutment will be allowed in the Institute. Labors will not be allowed to stay in the Institute premises after working hours.

25. All the workers shall possess the I-card while working in the VJTI premises.
26. I-Card issued to the workers by the contractors shall require to be authenticated by VJTI security in-charge.
27. Contractors have to follow all the safety norms while working in the institute premises and particularly working at a higher level by adopting safety belts, helmets, and safety shoes only by using double steel scaffolding, etc. The contractor should install the safety barriers during the execution of work.
28. All the debris generated from Civil/Electrical works is to be removed by the Contractor at no extra cost. It should be disposed of away from the Institute premises following Municipality rules.
29. The period of completion of work is the essence of the Contract.
30. Interim bills/R.A. bills shall be submitted by the Contractor from time to time (but at an interval not less than one month). The final bill shall be submitted by the Contractor within one month of completion of work. No further claims shall be made by the Contractor after submission of the final bill.
31. Measurements shall be taken jointly by representatives of contractor and VJTI Engineer.
32. EMD amount of non-successful bidders shall be refunded after the work order is issued to successful bidder.
33. EMD amount of successful bidders shall be refunded after the work order is issued to them.
34. Representative of VJTI shall visit the worksite to verify the quality of executed/completed works by the Contractor.
35. The contractor is required to submit a list of materials/equipment inside the campus.
36. The contractor is required to obtain a gate-pass for taking out any material/equipment outside the campus. (Gate pass will be issued by Infrastructure Development and Maintenance Section).
37. The contractor will submit the list and details (Name, copy of Aadhar Card, Record) of all the workers deputed by the Contractor to work in VJTI.
38. The successful contractor shall have to submit a schedule for work to complete the work as per the duration of the work.

B. Interpretation

- a) 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.

- b) 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).
- c) 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
 - iv. Contractor's Bid
 - v. Contract Data
 - vi. Special Conditions of Contract
 - vii. General Conditions of Contract
 - viii. Specifications,
 - ix. Drawings (if applicable)
 - x. Bill of Quantities, &
 - xi. Any other document listed in the Contract Data.

C. Engineer-in-Charge's Decisions

- a. "Engineer-in-charge" for this project shall mean "Dean Infrastructure (New Projects)" of VJTL.
- b. Except where otherwise specifically stated, the Engineer-in-Charge will decide contractual matters between the Institute 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 Institute to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.
- c. 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.

D. Delegation

The Engineer-in-Charge, with the approval of the competent authority, 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.

E. Communications

All certificates, notices or instructions to be given to the Contractor by Engineer-in-Charge shall be sent to 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.

F. Subcontracting

Unless specifically mentioned in the contract subletting will not be allowed.

G. Other Contractors

- a. The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the component authority 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 component authority may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.
- b. 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.

H. Personnel

- a. 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.
- b. 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.

- c. 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.

I. Employer's and Contractor's Risks

- a. The Institute 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.
- b. Employer's Risks

The Institute 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.

- c. 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 8.1, are the responsibility of the Contractor.

J. Queries about the Contract Data

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

K. Instructions

- a. The Contractor shall follow up all instructions of the Engineer-in-Charge, which comply with the applicable laws where the Site is located.
- b. 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.
- c. 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.

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

The Engineer-in-Charge shall have the power and authority 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 in favour of Institute 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.

L. Extension of Time in Contract:

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:

12.1 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 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 any alteration in drawings, specification or instructions or any other delay caused by the VJTI due to any other cause whatsoever, then such delay shall entitle the contractor to damages or compensation thereof, 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.

12.2 Extension of Time for Delay Due to Contractor:

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 as above, 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.

12.3 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 with reason thereof.

12.4 Extension of Work (EOT)

Engineer-in-charge is authorized to grant EOT up to 30 days. EOT more than 30 days shall require to be approved by Director VJTI.

M. Quality Control: Work to be open to Inspection and Contractor or Responsible agent to be present during inspection:

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 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 representative duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself/herself.

N. Notice to be Given Before Work is Covered Up:

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.

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

The contractor shall execute the whole and every part of the work the most substantial and workman like manner and both has regarded 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.

P. Identifying Defects

16.1 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.

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

Q. Tests

17.1: 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 a minimum of equipment as specified in the Contract Data. The contractor shall be solely responsible for: Carrying out the mandatory tests prescribed in the Specifications, and for the correctness of the test results, whether preformed in his office/laboratory or elsewhere.

17.2: 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.

17.3 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 confirms or do not confirm to the relevant BIS code specifications.

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

17.5 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 after the receiving the test reports.

- a. The rates of testing fees of material at Specified Labs shall be paid as per schedule in force of the respective testing agency. No testing fees shall be paid/reimbursed by VJTI.
- b. In case of non-satisfactory/failed results of any material/sample Contractor will replace such items with material having properties as per standards/specifications.

R. Correction of Defects noticed during the Defects Liability Period

18.1: The Engineer-in-Charge shall give notice to the Contractor of any Defects within the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

18.2 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.

S. Uncorrected Defects and Deficiencies

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 in charge, 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.

T. Payment for Variations

20.1 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 Programs produced by the Contractor. Oral orders of the Engineer-in-Charge for Variations, unless followed by written confirmation, shall not be taken into account.

20.2 Variations in quantities (excess/saving) and or extra items together up to a cost of 15% of contract value shall be approved by Dean Infrastructure (New Projects). Approval for variations in quantities (excess/saving) and or extra items together beyond 25% of the contract value shall require to be accorded by Director, VJTI.

20.3 Extra items will be paid according to the rates specified in the prevailing “Schedule of Rates (SSR) PWD Maharashtra” or the “Unified Schedule of Rates (USOR) of MCGM” if the items are not specified in the PWD SSR.

20.4 If an extra item which is not mentioned in schedule of rates published by any government agency/public sector organization or not mentioned in the tender published by any government agency/public sector organization, then rate analysis (FMR) for such items shall be prepared by the contractor and submitted for the approval of Engineer-in-charge.

20.5 For lumpsum items, variations in quantities will be paid on a pro-rata basis.

20.6 If rates for variation items are specified in the Bill of Quantities, the Contractor shall perform such work at the same rate.

20.7 If the extra item to be executed is as per the PWD SSR and contract is awarded below the estimate cost at certain percentage then the extra item shall be paid at the same lower percentage and if the contract value is higher than the estimate cost then the extra item shall be

paid at the SSR rate only.

U. Price Variation: No price variation is allowed/paid for this work.

V. Escalation: No escalation in price/cost is allowed/paid for this work.

W. 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 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.

X. Currencies

All payments will be made in Indian Rupees.

Y. Liquidated Damages

Both, the Contractor and the Institute have agreed that it is not feasible to precisely estimate the number of losses due to delay in completion of works and the losses to the students and the VJTI economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Institute 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 Institute and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Institute may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

Z. Cost of Repairs

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.

II. Finishing the Contract

AA. Completion of Construction

27.1 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.

27.2 As soon as work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within 15 (fifteen) 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 as per rates of similar items in PWD SSR etc.

BB. Termination

The Institute or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract 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 programmed and the stoppage has not been authorized by the Engineer-in-charge.
- 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 in charge.
- 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 number 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.
- j. 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.

- k. Notwithstanding the above, the Institute may terminate the Contract for convenience.
- l. 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.

CC. Payment upon Termination

- a. 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 Institute 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
- b. 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.

III. Other Conditions of Contract

DD. Labour

- a. 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.
- b. 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.

EE. Compliance with Labour Regulations

- a. During continuance of the Contract, the Contractor 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.

- b. Furthermore, the Contractor shall keep the Institute indemnified in case any action is taken against the Institute 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 Institute 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/Institute 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.
- c. The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Institute at any point of time.

FF. Drawings and Photographs of the Works

- a. The Contractor shall do geotagged 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.
- b. 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 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.

GG. Contract Document

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.

HH. Right to accept or reject any or all Applications/ Bids

- a. 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, thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids thereafter.
- b. “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.
- c. 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.

- d. “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.

II. The Bid shall be Rejected if the Bidder

- a. Stipulates the validity period of less than 120 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

JJ. Clarifications

- a. 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 bidders of the TENDER without identifying the source of queries.
- b. “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.
- c. “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 the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

KK. Amendment of Tender

- a. 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.

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

LL. Language

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.

MM. Format and signing of Application

- a. 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.
- b. 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.

NN. Late Applications

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.

OO. Payments, Tax and Claims:

- a. 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.
- b. No interest for delayed payments due to disputes, etc.:
- c. 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.

PP. Safety and Medical Help:

- a. 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.
- b. 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 the 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.
- c. 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.
- d. 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.
- e. 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.
- f. **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.
- g. **First Aid Facilities:** -
 - a. At every workplace 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.
 - b. The first-aid box shall be distinctly marked with a red cross on a white background.

- c. 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 workplace.
- d. The 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.

h. SAFETY MEASURES AND SERVICES:

The Contractor shall be responsible for the safety of all workmen and other persons entering the works and shall take all measures necessary to ensure their safety to the approval of the Engineer's Representative. The guidelines are as under:

- a. Display of proper safety and emergency regulations; fire, gas and electric shock precautions, provisions of stretchers and first aid boxes together with rescue facilities for each place of working.
- b. Provision of efficient safety helmets for all personnel including the Engineer's Representative and each of his staff and any authorized visitors.
- c. Provision and maintenance of suitable lighting to provide adequate illumination of works with appropriate piers and stand by equipment.
- d. Provision and maintenance of safe, sound mechanical equipment, each item of plant having an up-to-date test certificate.
- e. Provision and maintenance of safe, sound ropes, slings, pulleys and other lifting tackle, each appliance having an up-to-date test certificate where appropriate
- f. Provision of notice board 1.25 m x 1.5 m size, written in bold letter in English, Marathi and Hindi, to be erected on existing footpaths and points of access likely to be used by the public, which shall warn the public.

QQ. Anti-malaria and other Health Measures:

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. Contractors 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 an increase in malaria incidence, contractor shall be liable to pay VJTI on anti-malaria measures to control the situation in addition to fine.

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

- 44.1 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.
- 44.2 The Contractor shall Supply and Install the furniture and other items with latest technology to ensure the quality of works as per specifications.
- 44.3 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.

SS. The Work and Routine Maintenance to be Completed by the Intended Completion Date

- 45.1 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.

TT. The Environment Control

- 46.1 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:
- 46.2 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.
- 46.3 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.

- 46.4 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.
- 46.5 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.

Signature of the Bidder with Official Seal and Address

SECTION 8

SPECIAL CONDITIONS OF CONTRACT
(S.C.C.)

SPECIAL CONDITIONS OF CONTRACT

1.	Earnest Money Deposit	Rs. 17,100/- by Online.
2.	a) Contract Deposit	Contract Deposit shall be 2% of contract cost rounded to next Rs.1000/- to be paid by Demand Draft/Pay order issued by Nationalized/Scheduled Bank in favour of “Director, VJTI” Payable in Mumbai on the issue of Letter of Intent (LOI).
	b) Retention Money/Amount	Retention Money/Amount will be deducted at 3% from R.A./final Bill.
	c) Additional Performance Security	As per Govt. Circular No. Sankirna-2017/C.R.121 (Part-II) Building -2 date: -19 th September 2017
3.	a) Refund of Earnest Money Deposit	After the acceptance of work order.
	b) Refund of Contract deposit	After the Defect Liability Period (i.e. Two years after the physical completion of work)
	c) Refund of Retention Money	After the Defect Liability Period (i.e. Two years after the physical completion of work)
	d) Refund of Additional Performance Security	After Satisfactory Completion of Work.
4.	Advance Payment	No advance payment / Mobilization advance will be made by VJTI, whatever the case may be.
5.	Date of Commencement of work	same date of issue of work order.
6.	Completion Period	3 Months
7.	Period of certification of Running bills	10 days after scrutiny.

8.	Final bill certification	45 days after scrutiny.
9.	Bid Validity	Rates quoted in the Tender should be valid for 120 days from the date of the last date of tender submission.
10.	Arbitration	All disputes arising out of or any way connected with this Work shall deemed to have arisen in Mumbai and shall be settled as per provision of Indian Arbitration and Conciliation Act, 1996, or any subsequent amendments thereof. The venue of arbitration shall be Mumbai, and the language of proceedings shall be English. The matter shall be referred to the sole arbitrator mutually decided and agreed by both parties. The courts of Mumbai shall have exclusive jurisdiction in this matter.
11.	Price variation	Not Applicable (No Escalation shall be paid.)
12.	Type of Contract	Item Rate
13.	Site Facilities	Water, electricity will be provided by the Institute. The contractor has to make necessary arrangement for these connections.
14.	Defect Liability Period	Two years from the actual date of physical completion of the work. During the defect liability period, the contractor shall rectify the work at his own cost and labour.
15.	Extra item/ Excess quantities	No extra items or excess quantities are permitted until permission in writing is obtained from Dean (ID &M) before the Execution of extra items & excess quantities.

17.	Extension of time	The essence of work is the time period. However, if there is a delay in completion of work for any unforeseen reason and situation beyond control, contractor should obtain approval for extension in writing from Dean Infrastructure (New Projects) Or Director for VJTI.
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Additional Performance Security:

1. If the Bidder offers a rebate by more than 1.00% of the cost put to the tender of the Institute and found L-1 then the Bidder should submit Additional Performance Security Deposit in the form of **Demand Draft** of any Nationalized or Scheduled bank **within 7 days of issue of LOI**.
2. If the Bidder offers a rebate by more than 1.00% up to 10% of the estimated cost put to the tender then he/she should submit shall be Demand Draft amounting to 1% of the estimated Cost put to the tender of the Institute Additional Performance Security.
3. If the Bidder offers a rebate by more than 10.00% and up to 15% of the cost put the tender then he/she should provide Additional Performance Security 1.00% for every additional percentage beyond 10.00% but up to 15% below percentage quoted, in addition to 1.00% Additional Performance Security mentioned in clause above (e.g. if the Bidder quotes his offer 14.00% below the cost put the tender, then he should submit $14.00\% - 10.00\% = 4.00\% + 1.00\% = 5.00\%$ amount of cost put to Bid as total additional Performance Security).
4. If the Bidder quote his offer below by more than 15% of the estimated cost put to the tender, then he/she should submit Additional Performance Security 2% for every additional percent beyond 15% below percentage quoted, in addition to 1% + 5% Additional Performance Security mentioned in Clause above.

(e.g., if the bidder quotes his offer at 19% below the estimate cost put to tender/bid, then he should submit $(19\% - 15\%) \times 2 = 8\% + 1\% + 5\% = 14\%$ amount of cost put to bid as Total Additional Performance Security)

If the Additional Performance Security required above is not deposited by the L-1 **Bidder within 7 days of issue of LOI with VJTI**, then the offer of L-2 Bidder will be considered, provided he/she is agreeing to execute the work at the cost less than or equal to the cost quoted by L-1 Bidder.

Note: For calculating amount of Additional Performance Security contractor's offer shall be rounded up to two decimal points shall be considered.

General:

1. Successful bidders shall be required to submit detailed working drawings for the

required item within 7 days after receiving a letter of intent (LOI).

2. Minor changes to enhance the aesthetic/stability/durability will be allowed to be incorporated in the design (with the approval of the Engineer-in-Charge).
3. The contractor must exercise due care and caution while working on each item to ensure that the 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 timeframe set for the execution of the work.
4. Samples of all visible materials like decorative laminates, fabrics, glass, polish, etc. must be submitted for approval of the Engineer-in-Charge before the actual delivery of similar material at the site.
5. The Terms ‘‘out of’’, ‘‘about’’ and ‘‘Upto’’ each means the maximum size.
6. The term ‘‘supplying/providing’’ means procuring all material necessary to complete the item for the intended purpose.
7. The term ‘‘fixing’’ means the carrying out of appropriately skilled labour including using necessary equipment and tools for the completion of the item to serve the purpose intended.
8. 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.
9. All the works/items executed on site have to be certified by the Engineer-in-Charge.
10. If any two or more conditions contradict each other or depict different meanings or portraying different essences of the basic principle of the mentioned work, in this case, the Engineer-in-Charge reserves 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 9
SPECIAL INSTRUCTIONS TO THE
TENDERER

SPECIAL INSTRUCTIONS TO THE TENDERER

1. Inclusive of Transport and Disposal: The rate quoted shall include transportation and disposal of any surplus material.
2. Unforeseen Items: The rate quoted shall cover any unforeseen work in respect to site cleaning, site preparation etc. necessary for the proper execution of the project.
3. Materials Compliance: All materials used must conform to relevant IS specifications and VJTI-specified standards. Compliance with the Engineer-in-Charge's directives is mandatory.
4. Safety Regulations: The contractor shall adhere to all safety regulations throughout the execution of the work.
5. Completion Schedule: The contractor must complete the work according to the specified schedule.
6. Policy for Extra/Excess Work: Extra or excess work shall be governed by VJTI's prevailing policy, as outlined in the tender document.
7. Protection of VJTI Property: The contractor must take care to protect and maintain VJTI property to the satisfaction of the Engineer-in-Charge.
8. Right to Modify Scope: The Engineer-in-Charge reserves the right to modify or reduce the scope of work. No additional claims will be entertained.
9. Night Work: The contractor may be required to work at night based on project urgency, with prior approval from the Engineer-in-Charge and no extra cost.
10. Noise Regulation: Noise levels must be kept within permissible limits, especially in Silence Zone areas, as per Ministry of Environment and Forests' notification.
11. Permissions and Approvals: The contractor is responsible for obtaining all necessary permissions. VJTI will issue recommendatory letters if required.
12. Variations in Quantities: Quantities in the B.O.Q. are estimated and may vary. The contractor must consult the Engineer-in-Charge for actual measurements before starting work.
13. Procurement of Materials: All materials must be procured from ISI-certified manufacturers, according to the specified list and standards wherever applicable.

14. Idle Charges: Idle charges will not be entertained under any circumstances.
15. Electrical Works: The contractor must take precautions while working on electrical cabins, ensuring continuous power supply and avoiding mishaps in consultation with Infrastructure Development & Maintenance staff.
16. Protection Provisions: No extra payment will be made for provisions made to protect doors, windows, and openings during operations if applicable. The contractor should account for this in their tender price.
17. Testing Fees: The contractor is responsible for paying testing fees for materials, as required by the respective laboratories. No reimbursement will be made by VJTI.
18. Replacement of Failed Materials: If any materials fail to meet the required standards, the contractor must replace them at their own cost with materials that meet the specifications.
19. Anti-Termite Treatment: The contractor must perform anti-termite treatment for all furniture work as part of the project.
20. Laboratory Testing of Materials: Randomly selected furniture or other items may be sent for laboratory testing to ascertain quality, as directed by the Engineer-in-Charge.
21. Material Approval: Materials must be approved by the Engineer-in-Charge before procurement and installation.
22. Clarification of Terms: The terms "out of", "about", and "up to" refer to the maximum size or quantity. "Supplying/providing" refers to procuring all necessary materials, while "fixing" refers to the installation using skilled labor and necessary tools.
23. Adjoining Area Protection: The contractor must take due care to avoid damage to adjoining areas. Any damage caused must be rectified at the contractor's own expense and within the project's time frame.
24. Certification of Works: All works/items executed must be certified by the Engineer-in-Charge.
25. Contradicting Conditions: If any conditions contradict or create confusion, the Engineer-in-Charge has the right to define, modify, or amend the conditions as needed.
26. Sample Approval: The contractor must submit a sample of a typical material item, finished in all respects, for approval before proceeding with the full quantity.

27. Post-forming and Edge-Banding: The contractor must ensure post-forming and edge-banding are properly provided and fixed where necessary.
28. Aesthetic Care: Necessary precautions should be taken to maintain the finish and aesthetic look of all items before the final handover.
29. Joinery Securing: All joineries must be securely fastened using both adhesive and screws (not just nails) where required.
30. Finishing of Exposed Edges: All exposed edges shall be neatly finished and smoothed to the satisfaction of the Engineer-in-Charge using approved materials and appropriate construction techniques, ensuring a safe, uniform, and aesthetically acceptable finish.
31. Positioning of Loose Items: Loose items must be positioned at required locations and properly leveled.
32. Quality Control: Ensure standards for structural, civil, electrical & fire safety.
33. Modifications: Suggest changes to designs based on site conditions and client feedback.
34. Coordination & Monitoring: Ensure effective project monitoring and timely completion of the works through close coordination with the engineer in charge. Deploy qualified and technically competent engineering personnel (Degree/Diploma/Certificate holders) for the entire duration of the project. Review and implement designs, monitor on-site execution to ensure conformity with approved drawings and specifications, undertake joint measurements, and prepare statements for extra items and excess quantities as required.

SECTION 10

SPECIFICATIONS & SELECTION OF MATERIALS

A. SELECTION OF MATERIAL

1. Quality of Materials: All materials brought to the site for use must be of the best quality of their respective kinds and must receive the approval of the Engineer-in-Charge.

2. **Material Verification:** The Engineer-in-Charge or his representative will verify that the materials used are of the best quality, ensuring that no superior materials are available in the market for the particular type in question.
3. **Conformance to Approved Samples:** All materials brought to the site must conform exactly to the approved samples. If the type or source of any material changes, fresh samples must be submitted to the Engineer-in-Charge for approval.
4. **Inspection of Fresh Consignment:** The contractor must inspect each fresh consignment of materials upon delivery to ensure they comply with the specifications of the approved samples and the Engineer-in-Charge's approval.
5. **Testing of Materials:** The Engineer-in-Charge may choose to have any materials tested to ensure compliance with the specifications. The contractor will bear all costs for such testing. The contractor must provide any bills, vouchers, or test certificates required by the Engineer-in-Charge to confirm the quality or suitability of the materials.
6. **Rejection of Non-Compliant Materials:** Any materials that do not meet the specified standards will be immediately rejected. The contractor must remove such materials from the site within 24 hours at their own cost.
7. **Source of Materials:** The Engineer-in-Charge has the authority to direct the contractor to purchase and use materials from a specific source deemed necessary for the proper execution of the work.

SECTION 11

APPENDIX

(Form of Tender, Agreement Form)

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 “**Renovation of 43 restroom facilities at VJTI Institute**”.

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

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 Renovation of 43 Restroom facilities at VJTI Institute.

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).

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

- i. 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 has filled in the tender for the aforesaid work. *
- ii. *At the rates entered in the aforesaid Bill of Quantities and Rates.

- iii. 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 specification's designs, drawings and other relevant details in all respects.
- iv. According to your requirements for payment of Earnest Money amounting to **Rs. 17,100/-** (the "EMD"), I/We deposited the amount through online payment gateway (interest free deposit).
- v. 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.
- vi. I/We also agree to keep this tender open for acceptance for a period of 120 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. "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.
- xi. "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

.....

.....

Digital Signature of the Tenderer or the Firm

.....

Name and residential address of
all the partners constituting the Firm

1
.....

2
.....

3
.....

4
.....

5
.....

Yours faithfully,

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

Tender/Quotation No:

Made the __ day of __ 2026 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 (herein called “the work”). And caused drawings and bills of quantities showing and describing the work.

Renovation of 43 Restroom facilities at VJTI Institute, Mumbai 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. 17,100/- (Rupees Seventeen Thousand One Hundred 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 (New Projects) 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:

SECTION 12

ANNEXURES

Annexure-I
(On Rs. 100/-Stamp paper)

DECLARATION CUM INDEMNITY BOND

I, _____ Of _____ Do
hereby declare 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 _____ 2026

Identified by me,
Proprietor/Partners/Directors/POA holder (Seal of Firm/Co.)
Advocate Before me

Annexure-2

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

i) 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.

ii) 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.

iii) I say that the 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.

iv) 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 DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

SECTION 13

PROFORMAS

Proforma I
(Details of Technical Personnel employed with bidder as on date)

Sr. No.	Name	Designation in the Organization	Qualification	Work Experience No. of Years and other details
1				
2				
3				
4				

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

Proforma II
(Details of technical personnel to be deployed at VJTI on the award of Contract)

Sr. No.	Name	Designation in the Organization	Qualification	Work Experience No. of Years and other details
1				
2				
3				
4				

Proforma- III

(Details of Machinery/Equipment/Instruments Available with the Contractor/Consultants)

Sr. No.	Description of Machinery/Equipment/Instruments	Nos.	Owned/Leased/ Assured Access
1			
2			
3			
4			

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

Proforma IV

(Details of works executed/ongoing in last 3 years with client details)

Sr. No.	Name and address of the Client and Name of Engineers/Architect in-charge with Telephone No. and Email –id	Name of the work/project executed with address	Stipulated time of completion	Date of commence - cement of work	Date of completion/Scheduled date of Completion	Any other relevant information
	1	2	5	6	7	8
1						
2						
3						
4						
5						
6						
7						

Proforma-V

Yearly turnover during last three years.

Sr. No.	Financial Year	Annual Turnover of Civil works	Updated value to current year	Maximum of last 3 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-VI/A

Details of Existing Commitments and Ongoing Works–

Proforma VI/A									
Sr. No.	Description of work	Place	Work Order No. & Date	Name & Address 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 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–

Proforma-VI/B							
Sr. No.	Description of workplace	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.

Proforma VII

Date: -

DECLARATION

To

The Director

Veermata Jijabai Technological

Institute, Matunga, Mumbai -

400019

I, the undersigned for and behalf of M/s.

_____ hereby accept

And agree with the Fall clause, penalty clause, all risk & safety clause for
the Tender Name _____

_____ D
ue

on _____ as per general condition mentioned in the Tender Document.

For and on behalf of _____

Seal of the Contractor

(This form has to be attached in Technical Bid.)

Proforma VIII

A site visit certificate

**Name of Work: Providing and maintaining temporary barricading along the boundary
of M P A Complex**

**I undersigned Mr. _____ from M/s.
_____ have visited the site on _____ to understand the
scope of work in presence of Institute Engineer / Representative**

Mr. _____.

Signature

For & on behalf of _____

Seal of the contractors

(This form has to be attached in Technical Bid.)

Proforma IX

Mandatory form for NEFT / RTGS Payment to Party / Contractor

Name of the Party / Contractor As written on Passbook.	
Address of Party / Contractor for Communication	
Party / Contractor Permanent Account No. (PAN No.)	
Party / Contractor Goods and Services Tax (GST No.)	
Mobile No.	
Email ID	
Name of the Bank where NEFT / RTGS to be done	
Bank Branch Name	
	State: PIN:
Address of the Branch	
Bank IFSC Code	
Bank Account Number	

I declare that all the information provided by me is true in all respect.

Note: Cancelled cheque (Xerox Copy) attached with this form.

(This form has to be attached in Envelope 1 'Technical Bid')

Proforma X

BOCW Undertaking (For Contractors with less than 10 Workers)

[To be printed on Contractor's Letterhead]

Date: _____

To,

The Dean Infrastructure (New Projects),

Veermata Jijabai Technological Institute (VJTI),

Matunga, Mumbai – 400019.

Subject: Declaration Regarding Number of Workers

Employed Under BOCW Act Respected Sir/Madam,

I, _____,

Proprietor/Authorized Representative of

M/s. _____

_____, hereby declare

that:

1. Our firm currently employs “less than 10 workers” (including labours, helpers, and construction staff) for all our building and construction activities combined.
2. As such, we are not required to register under the “Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996”.
3. In case our manpower increases to “10 or more workers”, we undertake to “immediately register” under the BOCW Act and submit the certificate to VJTI without delay.

This declaration is made truthfully and with full understanding of the legal obligations.

Thanking You,

Yours faithfully.

SECTION 14
BILL OF QUANTITIES (BOQ)

BOQ

Name of Work: Providing and maintaining temporary barricading along the boundary of M P A Complex

Sr. No.	Description	Quantity	Unit	Rate	Amount
1	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary backfilling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) By Mechanical Means	7.10	Cum		
2	Excavation for foundation in Hard murum including removing the excavated material upto a distance of 50 metres beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary backfilling, ramming, watering including shoring and strutting etc. complete. (Lift from 1.5 to 3.0m.) By Mechanical Means	7.10	Cum		
3	Providing and laying Cast in situ/ Ready Mix cement concrete in M15 of trap/ granite/ quartzite/ gneiss metal for foundation/ steps including steel centering, formwork, laying/ pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honey combed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honey combed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic microprocessor-based PLC with SCADA enabled reversible Drum Type	2.00	Cum		

	mixer/concrete Batchmix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)				
4	Providing and laying Cast in situ/Ready Mix cement concrete M-30 of trap / granite /quartzite/ gneiss metal for R.C.C. columns as per detailed designs and drawing or as directed including centering, formwork, cover blocks, laying/pumping, compaction finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening if special finish is to be provided and curing etc. complete, (Excluding reinforcement and structural steel). with fully automatic microprocessor-based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With natural sand/V.S.I. quality Artificial Sand	10.00	Cum		
5	Providing and maintaining Barricading on the site 5 m high by using MS Pipes or angle iron frame work of verticals at 3 m c/c and horizontals at 0.90 m c/c, Galvalume sheets, Struts, MS Clamps, etc. The verticals shall be embedded/ fixed to concrete pedestals below ground. The rate to include fabricating, cutting and fixing in position MS frame work, painting the same with two coats of approved anti rust paint, etc complete. Contractor to get structural design approved by the Engineer Incharge. Contractor shall remove and take away the barricading at his own cost on completion of the works.	250.00	Rm		
6	Providing and fabricating structural steel in rolled section etc. complete.	0.848	MT		

7	Providing and fixing Jute Kantan (Tarat) screen to the scaffold-ing for demolition work as directed including removing the same after the work is over etc. complete.	450	sqm		
8	Providing and erecting mat scaffolding for the demolition works and holding the Jute Kantan etc. using bullies / bamboos, planks, coir including taking all necessary precautions and safety measure of labour, material with conveying, all lead and lifts including removing the same after completion of the work etc. complete as directed by engineer in charge etc complete.	450	Sqm		
				Total Rs.	
				Add GST 18%	
				Grand Total Rs.	