

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH
GOREGAON (EAST), MUMBAI**

TENDER DOCUMENT FOR

Civil Repair and Waterproofing Works in the IGIDR Campus

NIT No: IGIDR/Tender/2021/ED/07 Date: 24th February 2021

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film city Road, Santosh Nagar, Goregaon (East), Mumbai-400065.

TELEPHONE: 022 2841 6200 / 507; FAX: 022 2841 6399.

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI

Notice Inviting Tender

“NAME OF THE WORK: **Civil Repair and Waterproofing Works in the IGIDR Campus** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. Institute invites sealed bids from reputed & qualified contractors for the following work:

Name of work	Estimated Cost (INR)	Completion Period	EMD (INR)
(1)	(2)	(3)	(4)
Civil Repair and Waterproofing Works in the IGIDR Campus	9, 88, 652.00	6 weeks	INR 20, 000.00

The tenders in two bid system being invited for the above mentioned work. IGIDR reserves its right to award the work to the successful bidder.

2. Bidder has to submit Earnest Money Deposit **Rs. 20, 000.00** (Rupees Twenty thousand only) along with the bid.
3. The Tender documents in sealed envelopes each marked as “**Envelope-1: EMD**”, “**Envelope-2: Pre-Qualification Bid and Technical Bid**” and “**Envelope-3: Financial bid**” respectively. All envelopes shall be submitted together in another sealed envelope superscripted as “**Tender for Civil Repair and Waterproofing Works in the IGIDR Campus**”.
4. Last date of submission of Tender document shall be up to **02:00 PM on 18th March 2021**.
5. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

REGISTRAR

SECTION-A*

LETTER OF OFFER

Date _____

The Registrar,
Indira Gandhi Institute of Development & Research,
Gen. A.K. Vaidya Marg, Film city Road,
Goregaon (East), Mumbai 400065.

Subject: Tender for Civil Repair and Waterproofing Works in the IGIDR Campus, Mumbai.

Reference: NIT No. IGIDR/Tender/2020/ED/07 Date: 24th February 2021

Dear Sir,

With respect to your above mentioned tender, we hereby submit our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

We have deposited NEFT/DD/FDR/BG as an earnest money to the IGIDR, which will not bear any interest.

Should we fail to execute the contract when called upon to do so. We do hereby agree that this sum shall be forfeited by us to the IGIDR.

We have carefully gone through the terms and conditions prescribed and we accept the same in to without any alterations / modifications.

Yours faithfully,

Signature

Name & seal of Bidder

* The bidder should submit the Letter of Offer on their company letterhead.

SECTION-B

GENERAL INSTRUCTIONS TO BIDDER

Sealed Tender should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065 and superscripted ~ **Tender for “Civil Repair and Waterproofing Works in the IGIDR Campus”, Goregaon (E), Mumbai.**

1. Bidder has to submit Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty thousand only) through **NEFT/DD/FDR/BG** to “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI” Account no. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with screenshot of transaction should be included in the part of tender document towards Earnest money.
2. The bidders registered under MSME are exempted for submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.
3. EMD, Pre-qualification/Technical bid and financial bid shall be placed in separate sealed envelopes each superscripted as “**Envelope-1: EMD**”, “**Envelope-2: Pre-Qualification/ Technical Bid**” and “**Envelope-3: Financial bid**” respectively. All envelopes shall be submitted together in another sealed envelope superscripted as “**Tender for Civil Repair and Waterproofing Works in the IGIDR Campus**”.
4. The bids will be received up **to 2:00 PM on 18th March, 2021**. Each copy of the tender document under their stamp and signature. No tender will be accepted after 2:00 PM on 18th **March, 2021** under any circumstances whatsoever.
5. The envelopes Marked “EMD & Pre-qualification/Technical Bid” shall be opened by REGISTRAR or his authorized representative in his office on the same day at 3:00 PM. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
6. Financial bid of only prequalified and/or technically qualified bidders will be opened. The date of opening of price bid shall be informed by institute to the qualified bidders.

7. Tenders shall remain valid for acceptance by the Institute for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the bid during this period.
8. The bidder must use only the bid forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the Tender form made by the bidder shall not be valid and shall be treated as null and void.
9. The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
10. Rates should be quoted both in figures and in words in columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.
11. Each Page of the Tender Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc. as laid down. Any Tender with any of the documents not so signed will be rejected.
12. Tender which is not accompanied by EMD will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful bidder may be converted into Performance Security Deposit. The firm who are exempted from submission of EMD, bidders should submit the copy of certificate issued by Micro and Small Enterprises (MSME).
13. The Institute does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the Tenders, either in whole or in part, without assigning any reasons for doing so.
14. Institute reserves the right to sub-divide the work mentioned in the tender, amongst two or more bidders at its own discretion and the successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the successful bidder shall execute the same without claiming anything extra for the same. In this context the rates quoted for each item must be self-supporting and relevant.
15. On receipt of intimation from the Institute of the acceptance of their tender, the successful vendor/contractor shall be bound to sign the formal contract and within seven days thereof, the successful contractor shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Institute and the Contractor so, whether such formal agreement is or is not subsequently

executed. The cost of necessary Stamp paper for execution of the agreement shall be borne by the successful contractor.

16. The rates quoted in the financial bid shall include all the statutory expenses like PF, ESIC, etc. wherever applicable. The rates quoted shall be final and shall not be subject to any variations in foreign exchange rates, labour conditions or other conditions whatsoever.
17. Financial bid must include in their rates, applicable GST and any other tax and duty or other levy in force levied by the Central Government or any State Government or Local Authority, if applicable.
18. **The intending bidder can obtain any clarifications regarding the tender document, technical scope etc. if any by contacting to Mr. Amit Gaikwad (Estate Officer) on email amitg@igidr.ac.in or mobile - 9881070122 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon (E), Mumbai-400 065 on any Institute`s working day.**

We hereby declare that we have read and understood the above instructions and the same will remain binding upon us.

Place :

Signature of Bidder

With the seal of their company

Date :

SECTION-‘C’
GENERAL TERMS AND CONDITIONS

Upon the declaration of an intending bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The successful bidder shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
3. The work has to be carried out with least inconvenience to the staff.
4. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.
5. The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Institute's Engineer.
6. The successful bidder is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of Instructions in respect of such additional items and their quantities will be issued in writing by the institute. The rates for such extra items shall be worked out on the basis of a rate analysis considering the basic material prices with market discounts plus labour cost plus the profit & overheads component of 15% over the material & labour cost.
7. The successful bidder shall comply with the Labour acts or any other Labour Laws in force from time to time for all of the workers employed by him.
8. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
9. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.

10. The successful bidder should have valid labour license from Labour Commissioner wherever the number of workmen engaged is 50 or more.
11. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Contractor/Institute.
12. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account every month. The contractor shall produce copy of the bank statement for salary transfer to his workmen, copy of PF, ESIC challan, and GST challan etc. before final payment whenever asked by the Institute.
13. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.
14. The successful bidder shall carry out all the work strictly in accordance with scope of work, specifications and as per detailed instructions of the Institute's Engineer. If in the opinion of the Institute's Engineer, changes have to be made in the design and with the prior approval in writing of the Employer they desire the successful bidder to carry out the same. The Institute's Engineer's decision in such cases shall be final.

15. **Arbitration Clause:**

In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

16. **Insurance Clause:**

The successful bidder shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.

Workmen Compensation Policy for all the employees/workmen to be deputed on the site as per the workmen compensation act which should also cover hospitalization.

17. Defect Liability Period:

The defect liability period for the work done by the contractor should be for 12 months from the date of completion of work. Any defect or fault which may appear during 12 months from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Institute's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Institute's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Institute may employ and pay other persons to amend the make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Institute, or may be deducted by the Institute upon the Institute's/Institute`s Engineers' certificate in writing from any moneys due or that may become due to the contractor. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Institute's Engineer any certificate or passing of any accounts.

18. Security Deposit:

- a) **Contract Performance Guarantee:** The successful bidder will have to deposit a Contract Performance Guarantee of 5% of the total contract amount, subject to the revision at the time of placing the work order, within 7 working days of the receipt of the formal work order. The performance guarantee will be furnished in the form of an account payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a commercial bank drawn in favour of "Indira Gandhi Institute of Development Research" payable at Mumbai. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of work by the successful bidder.
- b) **Retention Money Deposit:** The successful bidder will have to furnish retention money deposit (RMD) for an amount equal to 5% of the total contract amount. The Earnest money deposit (EMD) @2% submitted at the time of tender and an amount @3% (5% for MSME bidder) deducted from each running bill shall be part of retention money deposit. The 5% of RMD retained from EMD/running bills shall be released after the completion of defect liability period /warranty period of 12 months.

The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the Institute.

19. Mode of Payment:

Payment shall be made to the contractor after successful completion of work on prorata basis within 15 working days of submission of certified invoice along with measurement sheet as per actual measurement of work done. The interim value of work done for processing of running bill shall be Rs. 5, 00,000.00. The amount @ 3% (5% for MSME bidder) shall be deducted from each running bill as retention money deposit which shall be payable after the completion of defect liability/warranty period.

20. Completion Period:

The time allowed for the completion of work shall be 6 weeks commence from 4th day of award of the work order, subject nevertheless to the provisions for extension of time.

21. Penalty Clause:

Time allowed for carrying out the work is 6 weeks, which shall be strictly observed by the successful bidder and it shall be reckoned from the 4th day of issue of work order. The work shall throughout the stipulated period of the contract be preceded with all the due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation at the rate of 1% per week subject to a maximum amount of 5% of the contract amount. The Tender shall before commencing work prepare a detailed work program which shall be approved by the Institute's Engineer.

Any damage cause to any of Institute's properties shall be made good by the successful bidder at their own cost.

22. Termination Clause:

22.1 Without prejudice to any other remedy available to the Institute, in case of default on the part of the contractor in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 7 (seven) days from the date of receipt of the notice specifying the breach, by the contractor, the Institute may terminate this contract by giving a 15 (fifteen) days written notice of intended termination to the contractor.

22.2 In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor subject to clause 22.5 hereunder.

22.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The Contractor may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.

22.4 Forthwith on the expiry or earlier termination of this Contract, the Contractor shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the Contractor a time when it can collect its equipment stored in the Institute and the Contractor shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.

22.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required).

The Institute shall be entitled to recover from the Contractor the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the Contractor.

22.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Contractor

With the seal of their company

Date :

SECTION 'D'
SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises. The workmen will be allowed to work in premises after 08:00 AM in morning and maximum till 07:00 PM in the evening.
2. The water required for the work or workmen cannot be availed from the site. Contractor has to make arrangements independently.
3. The electric power required for the work can be drawn from the supply available at site on the condition that expenses shall be borne by the contractor. The electric meter to be installed at the site by the contractor at his own cost.
4. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Institute's Engineer away from the Institute's premises.
5. The work has to be carried out with least inconvenience to the staff.
6. The contractor's workers/staff should follow all the covid-19 safety norms during the execution of work.
7. Permission required from the local bodies, if any shall be obtained by the successful bidder at his cost.
8. The successful bidder shall employ adequate number of manpower as required for satisfactory fulfillment of his contractual obligations as per this agreement and shall provide adequate number of manpower with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
9. The successful bidder shall decide the mode and manner of work to be done by his workmen.
10. The contractor shall before commencing work submit a detailed work schedule/program which shall be approved by the Institute and the time schedule should be strictly adhered to.
11. The Contractor shall arrange to get all the samples of materials to be used in the work approved from the institute.
12. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Institute's Engineer away from the Institute's premises.
13. The successful bidder shall only use the materials of brands approved by the institute.
14. Before quoting the rates contractor should inspect the site and understand themselves about the nature and scope of the work.
15. Any damage cause to any of Institute's properties shall be made good by the contractor at their own cost.
16. The Contractor shall make their own arrangements for storing of their materials at site.
17. The contractor should submit the following documents within 7 days of issuance of work order.
 - a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization.
 - b. Contract agreement of Rs.100/- stamp paper duly notarized (Draft enclosed along with Tender).
 - c. Documents of workmen engaged mentioning their bio-data and photocopy of Aadhar & Pan Card etc.
18. Contractor shall keep the Institute indemnified against all claims, if any.

19. Before quoting the rates the bidder should visit the site and understand themselves about the nature and scope of the work.

We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of Bidder with seal

SECTION-'E'
PRE-QUALIFICATION CRITERIA

- **Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:**

- a) The bidder should have minimum 03 years' experience in executing the civil repair and waterproofing works in last 07 years.
- b) The bidder should be registered with the appropriate registration authorities. Copy of Registration of Firm in Shop & Establishment or Certificate of Incorporation to be submitted.
- c) Copy of Registration of provident fund
- d) Copy of Registration of ESIC
- e) Copy of Registration of Goods & Service Tax and PAN
- f) Copy of Registration of Labour License if applicable.
- g) The bidder should have an average annual turnover of **INR 10.00 Lac** from execution of civil, building repair & water proofing works only in the last 3 financial years (2017-18, 2018-19 & 2019-20). The bidder will submit the audited balance sheet and P & L account statement of last 3 financial years.
- h) The bidder should have successfully completed the similar nature of works i.e. civil work, building repairs and waterproofing works during last 07 years ending last month of date of publication of tender either of the following-
 - (i) At least 01 similar work of costing not less than INR 8.00 Lac for one party only.
 - or**
 - (ii) At least 02 similar works of costing not less than INR 5.00 Lac for different party.
 - or**
 - (iii) At least 03 similar works of costing not less than INR 4.00 Lac for different party.(Copy of Work orders/completion certificates to be submitted).
- i) The bidder should have **solvency certificate of INR 4.00 Lac** issued by his banker.
- j) List of clients along with name & contact number of representatives and copy of certificate of appreciation if any.
- k) Either the Registered Office or one of the Branch Offices of the bidder should be located in district/municipal territory of Mumbai, Mumbai suburban, Thane and Navi Mumbai.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the qualification bid (Envelope-2) duly stamped and signed by the authorized person of the agency.

- **Information to be furnished by the bidder:**

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence: Mobile Number: Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheet & profit & Loss account)	FY 2016-17: FY 2017-18: FY 2018-19:
8	Bank Account Details	A/C No. Bank Name: IFSC:

SECTION-'E'
TECHNICAL BID

1. GENERAL:

The Contractor shall include in his rates for all the items listed in this Section.

1.1 Contractor to Inspect Site:

The Contractor shall visit and examine the work site and satisfy himself as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the ground of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this Quotation including his visits to the site or efforts in compiling the bid shall be borne by the bidder and no claims for reimbursement thereof shall be entertained.

1.2 Access to site:

The Contractor is to include in his rates for forming access to the site and gangways required for the works.

1.3 Setting out:

The Contractor shall set out the building in accordance with the plans. All grid/ centre lines shall be pegged out to the satisfaction of the Architects. The contractor shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expense. He will be responsible for taking ground levels of the site before setting out and recording them without any extra charge.

The Contractor shall construct and maintain proper benches at the intersection of all main walls, columns etc., in order that the lines and levels may be accurately checked at all times.

1.4 Treasure Trove:

Should any treasure, fossils, minerals, or works of art of an quarial interest be found during excavation or while carrying out the works, the Contractor shall give immediate notice to the Institutes of any such discovery and shall make over such finds to the Employer.

1.5 Access for Inspection:

The Contractor is to provide at all times during the progress of the works and the Maintenance period proper means of access, with ladders, gangways etc. and the necessary attendance to move and adapt as directed for the inspection of measurement of the works by the Engineers of their representatives.

1.6 Attendance upon all Trades:

The General Contractors shall be required to attend on all the Tradesmen or Sub-Contractors/Contractors appointed by the Employer for Water Supply and Sanitary, Electrical Installation, Lifts, Air-conditioning, Security Equipment, Hardware, Telephone and other Specialist Contractors. The rates quoted shall be inclusive of all attendance and also allow the other contractors, appointed by the Employer, use of his scaffolding and retain until such time the relevant sub-Contract works are completed.

1.7 Water supply:

Potable & Construction Water shall be arranged by the contractor at his expense and the Institute shall not be responsible for the supply of the same. The contractor while quoting has to include the cost towards the same in the rates quoted and no extra payment shall be made towards the same.

1.8 Electric Supply:

Electric connection shall be given by the client at one point; the contractor should make his provision for drawing the electricity from that point at his cost. A meter shall be installed at one point and the electricity used shall be measured and billed as per the prevalent electricity board rates plus Administrative charges of the Institute as mutually decided.

1.9 Storage for Materials:

The Contractor shall provide for all necessary sheds of adequate dimension for storage and protection of materials like cement, lime, timber and such other materials including tools and equipment which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open.

All such sheds shall be cleared away and the whole area left in good order on completion of the contract to the satisfaction of the Institute's Engineer.

1.10 Cost of Transporting:

The Contractor shall allow in his cost for all transporting, unloading, stacking and storing of supplied of goods and material for this work on the site and in the places approved from time to time by the Engineers. The Contractor shall allow in his price for transport of all materials controlled or otherwise to the site.

2. **SPECIFICATIONS:**

a) Waterproofing:

The cement based waterproofing work shall be carried out through approved contractor with guarantee as per their specifications under the supervision of the contractor.

b) Painting & Finish Coating:

Work Included: This section covers the surface preparation, field priming and field painting or finish coating of all plaster, concrete and metal surface, (both interior and exterior) as called for in the finish schedule. In addition, all surface, schedule or not, such as piping, tanks, equipment and machinery shall be painted when called for in the finish schedule or in their respective section of these specifications. Contractor shall finish all labour materials, tools and equipment required to complete the work.

Surface not to be painted: The following surface shall not be painted stainless steel, aluminum, brose, copper, lead, brass, factory pre-finished surfaces and installed surfaces. In addition surface of steel member which ate to have concrete cast against them or are to be fully embedded in concrete shall be pointed.

Shop primed Equipment: Final field painting or touch-up of manufacturer's shop primed or shop painted equipment shall not be done until operational testing has been complete and certified.

c) **INDIAN STANDARDS AND CODES OF PRACTICE**

The book of specification and the various sections therein are intended for particular application to the tests/works under the contract. However the given specifications may not cover all the tests. Such tests, which are not covered in the specifications, shall be in accordance with the latest and most current revisions standards and codes of practice published by the **Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Jafar Marg, New Delhi** and available through their local branches.

In case of conflict between the Indian standards and the specifications included in the contract documents, the more stringent, shall prevail.

Related documents and their precedence

The items in specifications should be in conjunction with the relevant drawings, bill of quantities, general and special conditions of contract. In case of conflict between the specifications and other documents, the precedence shall be in the following order in priority: 1) special conditions of contract 2) bill of quantities 3) drawings 4) specifications 5) general conditions of contract

d) **TESTING & INSPECTION**

The engineer may issue instructions requiring the contractor to open up for inspection any work covered up or to arrange for or carry out tests for work and the cost of such opening up or testing shall be borne by the contractor & shall be in accordance with the provisions of this contract.

e) **QUALITY CONTROL**

- **GENERAL**

The contractor shall provide and maintain an effective contractor quality control (CQC) program and perform sufficient inspections and tests of all items of work, to ensure compliance with contract documents. Includes surveillances and tests specified in the technical sections of the specifications. Furnish appropriate facilities, instruments, and testing devices required for performance of the quality control function. Controls must be adequate to cover construction operations and be keyed to the construction sequence.

- **LATEST DOCUMENTS**

The contractors quality control system shall provide for procedures to ensure that the latest version of contract documents and instructions required for testing and inspection and have them available at the site at all times for use by the contractors staff.

- **SCAFFOLDS AND LADDERS**

Scaffolds and ladders used during the course of work shall be in accordance with IS: 3696 Part 1 and Part 2.

The scaffolding shall be designed and erected by the contractor in accordance with the requirements of the work, by experienced workers. All scaffolding material shall be in good serviceable condition and assembled to be stable in the conditions of the work being performed.

- **MECHANICAL EQUIPMENT**

Do not use mechanical equipment without the prior approval of the institute's engineer.

Do not use gas cutting and electric welding or cutting without the prior approval of the institute's engineer. Take special precautions to prevent fire if permission is granted for gas and electrical cutting and welding.

f) **THE MAIN CONTRACTOR**

- **RELATIONSHIP WITH THE CLIENT**

A close relationship and continuous interaction must be maintained with the client and the Managers of the contractor. The client does have specific safety and health requirements to be observed and co-operation with his Project Managers or other representatives, throughout the contract is essential. The prospective contractors are given information on which to base their tenders and at the Tender Stage, the prospective contractors are expected to understand fully the Scope and Design Intent of these provisions.

- **PLANNING**

Detailed planning should take the following matters into account

- Knowledge of hazardous operations.

- Requirement for equipment to ensure safe working, or ease of handling.
- The sequence of work and its phasing between contractors, to minimize the possibility of one contractor placing another contractor's men at risk.
- The need to provide information, instruction and appropriate training, both on general site safety and on hazards specific in the site.
- The need for fire precautions and emergency procedures.
- Site security and foreseeable risks to the public, including the need for directional and warning signs.
- Safe access across the site for persons. Thought should be given to arrangement for keeping the site tidy, accommodation for site staff, welfare, first aid and other facilities.
- The provision of safe places of work at different stages of the job including the provision of scaffolding for a number of sub/works contractors.

- **CO-ORDINATION**

The site Manager must be totally responsible for compliance with health and safety code. The Construction Manager must take suitable arrangements to ensure the effective co-ordination of the work of with other contractors on site. He should ensure that he is kept informed on a day to day basis, of progress and problems, which arise. Clear lines of communication should be set up between each contractor and the Safety Officer of the Main Contractor. Operatives must also know whom to contact over safety and health matters requiring action or a decision. Such effective co-ordination will be enhanced by ensuring that 'safety and health' figures prominently on the agenda of regular project meetings. Weekly report on safety must be submitted to the Project Controller in every Project Meeting.

g) NON-COMPLIANCE OF SAFETY AND HEALTH PROVISIONS

The Compliances of the Safety and Health provision are of utmost important to the Client. The prospective contractors must do that the client will have a serious view of any non-compliance report of Safety Committee. Based on Safety Committee's report, the Client has right to order stoppage of work till rectification is carried out to the satisfaction of the Safety Committee and all stoppages on this account will be at the entire risk, costs and consequences of the Contractor.

h) ACCIDENT PREVENTION ORGANISATION

FIRST AID KIT

Regardless of the number of employees there must be at least one first aid box on site. Every first aider and occupational first aider should have easy access to first-aid equipment, and provision should be made for every employee to have reasonably rapid access to first aid. Each box should be placed in a clearly identified and readily accessible location, and contain a sufficient quantity of suitable first aid materials and nothing else. Boxes and kits should be checked frequently to ensure they are fully stocked and all items are in a usable condition. Sufficient quantities of each item should always be available in every first aid box or cabinet. The first aid box or cupboard should protect the contents from dampness and dust and be clearly marked with a white cross on green background.

i) FIRE PREVENTION

Electrical wiring equipment for heating or power purposes must be installed in compliance with the requirements. Internal combustion engine powered equipment must be located with exhausts well away from combustible materials. Smoking is to be prohibited in the vicinity of fire hazards, and such areas must

be conspicuously posted. Care shall be taken properly to ground nozzles, hoses, or steam lines used in hazardous tanks or vessels.

j) PERSONAL PROTECTION

Workers are often reluctant to use protection equipment. Such items should not only be suitable for their purpose but also be as comfortable as possible and acceptable to the workers concerned. Only then can efforts to ensure that equipment is worn or used prove successful.

All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

* Those engaged in handling any material, which is injurious to eyes, shall be provided with protective goggles.

* Those engaged in welding works shall be provided with welder's protection eye-shields.

* The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken:-

- (i) No paint containing lead or lead products shall be used except in the form of paste or ready.
- (ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- (iii) The contractor to workmen shall supply overalls and adequate facilities shall be provided to enable working painters to wash during and in cessation of work.

k) HAND & POWER TOOLS

- Hand and power tools must be maintained in a safe condition, whether furnished by the contractor or by the employee. When power-operated tools are designed to accommodate guards, they must be equipped with appropriate guards when in use. Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains and other moving parts of equipment must be guarded if the parts are exposed to contact by employees.
- All hand-held power tools must be equipped with a constant pressure switch that shuts off when the pressure is released. Electric power-operated tools shall be of the approved double insulated type, or grounded in accordance with good electrical practice. Pneumatic power tools must be secured to the hose or whip by positive means. Safety clips or retainers must be maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.
- Pneumatically driven nails, staplers, and similar equipment provided with automatic fastener feed that operate at more than 100 psi pressure at the tool must have safety devices on the muzzle to prevent the tool from ejecting fasteners, unless the muzzle is in direct contact with the work surface.
- Hoses shall not be used for hoisting or lowering tools, and hoses exceeding ½ In inside diameter must have a safety shutoff at the source of supply to reduce pressure in case of a hose failure.
- All fuel-powered tools must be stopped while being refueled, serviced, or maintained.
- Only trained employees may be allowed to operate a powder actuated tool. Such tools must be tested each day before loading to see that the safety devices are in proper working condition, in accordance with manufacturer's recommended test procedure. Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employee, and hands shall be kept clear of the open barreled end. Fasteners shall not be driven into very hard or brittle materials such as cast iron, glass block, face brick, hardened steel, or hollow tile.
- For driving into materials that are easily penetrated, appropriate backing must be available to prevent the pin fastener from passing completely through.

- All employees using abrasive wheels must use eye protection, and other tools must be operated using appropriate personal safety equipment.

l) LADDERS

Use of Ladders and Folding Step-Ladders

- This regulation applies to all ladders and pairs of steps but not roof ladders and crawling boards.
- Ladders Must :
 - i) be fixed near the top if practicable, or near the bottom if no : if suspended they must be secure.
 - ii) be placed (except when suspended) on a firm level base; they must not stand on loose packing (e.g. bricks).
 - iii) be intermediately secured, where necessary, to prevent swaying and sagging, and
 - iv) be supported, or suspended, equally on each stile.
- If a ladder, standing on the ground, cannot be fixed to prevent slipping, then someone must hold it at the base when it is being used.
- A ladder which is not more than 3 m in length, need not be fixed or footed, provided it is securely placed so as to prevent it from slipping or falling. This exemption does not apply to ladders which are used as a means of communication between one working place and another, or to suspended ladders.
- Ladder must :
 - i) extended at least 1.05 m above any landing place beyond the highest rung from which a person may be working, or have a nearby handhold of equivalent height.
 - ii) be place so that there is space behind each rung for proper foothold (e.g. no rung should coincide with a scaffold tube).

m) ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by Engineer in charge including the filling up of any borrow pits which may have been dug by him.

n) SAFETY CODE

- i) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- ii) An injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
- iii) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

- iv) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- v) Every opening in the floor of a building or in a working platform is provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- vi) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- vii) Workers employed on mixing and handling material such as asphalt cement mortar and lime mortar shall be provided with protective footwear and rubber hand-gloves.
- viii) No paint containing lead or lead products shall be used except in the work of paste or readymade paint.
- ix) Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- x) Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
- xi) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect conditions.
- xii) The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

3. SCOPE OF WORK:

The Brief Summary of works and locations details:

1. Leakage through walls in some of the flats at residential buildings A, B, C, D, E, G etc.
2. Leakages through walls at Library Extension building, Research block-3 rooms, Recreation block, New Hostel rooms and Guest House rooms etc.
3. Silicon weather sealant filling in Glass façade at Admin and Seminar rooms
4. Repair and painting works at Lift machine room and Basement classroom area
5. Repair of polycarbonate roofing 'Chajja' at Buildings 'A', 'B' and 'C'.
6. Repairing of water tank pedestals at terraces of buildings 'A', 'B' 'C' and Bungalow etc.

The detailed scope of work, Bill of Quantities and specifications are as follows-

Sr. No.	Item Description	Quantity	Unit
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1	Bamboo Scaffolding: Providing & erecting Double stage bamboo scaffolding in true vertical position with necessary staging at regular intervals as per site requirement with all necessary accessories. The scaffolding to be jointed with coir strings etc. complete.	1,070.00	Sqm.
2	Exposing:- Dismantling RCC members carefully of any size/shape, as directed, without damaging other parts of the building, other parts of the building, cutting /removing the steel bars, removing /carting away the debris, cleaning, etc. complete. Due care shall be taken so as not to damage surroundings etc. complete.	4.00	Sqm.
3	Corrosion Treatment: Providing all materials & labour, cleaning the exposed reinforcement with wire brush & applying rust removing chemical with applying bonding coat of cement & rust passivation in the ratio of 1:1 to make it ready to receive further treatment etc. complete.	10.00	Sqm.
4	Polymer modified mortar: Thick to receive homogeneous polymer mortar removing the loose concrete plaster etc. clean the surface with air blower & water jet. Clean the reinforcement with wire brush, apply rusticide & clean the reinforcement thoroughly Applying 2 coats of polyalk Fixoprime & cement mixture to the reinforcement bonding with applying polymer mortar consisting of polymer, cement and quartz sand (1:5:15) water in layers of average thickness 10-15mm Before application of each layer of the polymer mortar a bonding coat will be applied etc. complete (Up to 30 mm thick)	35.00	Sqm.
5	Crack Filling:- Cleaning the crack with help of Air blower & water jet, Filling the cracks with the help of polymer putty/crack filling material and sealing the cracks etc. complete.	500.00	Sqm.
6	Chemical Grouting: Drilling the holes with help of Mechanical drilling machine, Grout nipple, Chemical (Acrylic Polymer) with required (high) pressure grouting pump into hollow pockets including cutting nipple after curing etc. complete.	200.00	Nos.
7	DASH COAT: Providing and applying dash coat up to 25mm with PP Net on existing stone masonry wall surface in cement mortar in proportion 1: 4 including addition of waterproofing approved waterproofing compound/plasticizer, to make up of lost bricks.	75.00	Sqm.
8	Breaking of existing plaster:- Removing / breaking carefully the existing plaster including the tiles on the surface wherever required, of any thickness, as directed,, disposing off the debris, cleaning, etc. complete.	81.00	Sqm.

9	Separation crack treatment at the junction of RCC frame and RCC pardi walls/ masonry separation cracks treatment by opening the cracks into a "V" groove, clean & moisten the groove, apply priming cum bonding coat of Polymeric mortar modifier/ cement slurry of approved manufacturers in proportion 1:1 by weight with brush to grooved surface, immediately fill the groove with Polymer modified mortar, which is prepared by mixing 2 Kgs of Polymeric mortar modifier + 5 kgs of fresh cement + 15 kgs of quartz sand (graded). After 15-20 minutes level the surface with steel trowel including 48 hours curing but sprinkling water for 2-3 days etc. as per directions complete.	60.00	Rmt.
10	Crack Bridging Coating: - Applying crack bridging/waterproofing coating to external wall surface of the building at identified location for filling micro cracks.	90.00	Sqm.
11	Truck for removal of Debris including loading, labour, vehicle etc. charges and dumping of debris outside the institute premises to designated areas.	4.00	Nos.
12	Sand Face Plaster :- Providing Applying 35mm Sand face cement plaster in two coats, using approved river sand, first coat of required thickness in C.M 1:4 with addition of approved waterproofing compound/plasticizer, finishing to line, level & plumb, etc. complete as per specifications and as directed by the consultants. Second coat 15 mm thick in C.M. 1:3, finishing, cleaning, curing etc.		
a.	Plaster 15mm (Internal Plaster)	5.00	Sqm.
b.	Plaster 35mm (External Plaster)	81.00	Sqm.
13	Repair of Polycarbonate chajjas	35.00	Sqm.
	Providing & fixing Lexan Multi wall sheets 6mm thick or equivalent roofing using existing MS framing with polymer coated J or L hooks, bolts & nuts 8mm dia GI plain & bitumen washers or with self-drilling fastener & EPDM washers, etc. complete including cutting to size & shape wherever required. Cost to include that for necessary Aluminium framing, erecting, hoisting, fixing and painting of existing MS framing complete as per directions.		
14	Waterproofing coating:	500.00	Sqm.
	Providing & applying two coats of Acrylic based polymer coating made out of grey cement conforming to relevant BIS specification mixed with acrylic base polymer in proportion of 1:1 mixed with the help of mechanical stirrer. Applying the coating in zebra manner in reverse direction all as per the direction of the engineer in charge.		
15	Filling in glass façade - Weather Silicon sealant	70.00	Rmt.
	Removing the existing old silicon filled between glass panels and filling the gap between glass panels with black silicon weather sealant in proper line and level.		
16	EXTERNAL PREMIUM ACRYLIC PAINT	520.00	Sqm.

	Providing & applying Premium External Acrylic paint on walls of required shade after applying base coat & primer as per manufacturer's specifications in proper line & level & even colour texture, without patches. Make: Apex Ultima (Asian) / Weathercoat All Guard (Berger) / Weather Shield Max (ICI).		
17	PLASTIC EMULSION	460.00	Sqm.
	Providing & applying plastic emulsion paint on walls, columns & ceilings. The rate shall include scrapping, levelling & preparing the surface. Primer coat + (minimum) 3 coats to get evenly spread quality finish (roller finish) of approved make, quality & finish shall be provided. (Apcolite-Premium Emulsion Paint)		
18	BIRLA PUTTY	180.00	Sqm.
	Providing and applying 2 or more coats of Birla Putty Including scrapping of existing Old Damaged Paint Surface even & smooth to receive New Paint.		
19	POP Punning	60.00	
	Scrapping of damaged pop on walls. Providing and applying POP Punning of approved make on walls and columns (average 12mm thk). The rate shall include scrapping, levelling and preparing the surface. The rate shall be inclusive of all types of grooves above the skirting, around the window and door frames. If the average thickness is found to 8mm~6mm or less, then POP will be considered as putti finish - at the rate of - 50% the quoted rate.		
20	False Ceiling - Gypsum Board (Without framing)	10.00	Sqm.
	Providing and fixing ½" thk. Gypsum India board false ceiling existing framing and levels including the required screws. The boards are to be jointed and finished so as to have a flush look which includes filling and finishing of edges of the boards with jointing compound & joint paper tape.		
21	Synthetic Enamel Paint: Providing and applying one coat of primer and Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work.	100.00	Sqm.

4. APPROVED MATERIAL MAKES:

Sl. No.	Particulars of Item	Approved Brands
1	Cement	Ultra tech/ACC/Birla
2	Waterproofing Chemicals/Compounds	Sunanda/Pidilite/Fosroc/BASF/Sika
3	Polymer modified Mortar	Sunanda/Fosroc/BASF/Sika
4	Putty	Birla/J K
5	Paints	Asian Paints/ICI/Burger
6	Polycarbonate Sheet (roofing)	Lexan
7	Gypsum Board (False ceiling)	Gyproc

Place :

Date :

Signature of Bidder with seal

SECTION-'F'
ARTICLES OF AGREEMENT

THIS CONTRACT AGREEMENT (“Agreement”) made at Mumbai on this _____ 2021

BETWEEN

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, a Society established by Reserve Bank of India and registered under Societies Registration Act, 1860 and having its office at Gen A. K. Vaidya Marg, Goregaon (East), Mumbai – 400 065, hereinafter referred to as “the Institute” (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

M/S _____, a company/Proprietary concern of Mr. _____ and having its office at _____ (address). Hereinafter referred to as “**the Contractor**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, administrators and executors) of the Other Part.

WHEREAS

WHEREAS IGIDR desirous of awarding the contract for **Civil Repair and Waterproofing works in the IGIDR** at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender dated _____ 2021 (“the Tender”) inviting bids for procuring certain as stated therein.

AND WHEREAS after having studied the terms of the Tender and upon understanding the requirement of IGIDR, the Contractor has submitted his response vide his letter dated _____ 2021.

AND WHEREAS considering the response of the Contractor, IGIDR has agreed to appoint the Contractor and the Contractor has agreed to undertake the contract for **Civil Repair and Waterproofing works in the IGIDR campus** situated at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065 according to the terms and conditions herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Institute is desirous of availing the services of persons/ firms/ companies to carry out **Civil Repair and Waterproofing works in the IGIDR campus** and has caused Bill of Quantities showing and describing the work to be done prepared by the Institute. The said specifications and the schedule of Quantities have been signed by or on behalf of the parties hereto.

2. The Contractor has agreed to work assigned to it in consonance with the said Agreement and subject to the terms stated there under and has agreed to carry out the work assigned to it under the supervisions of the Institute.
3. The Contractor has agreed to execute upon and subject to the conditions set forth herein and in the correspondence attached hereto and to the Conditions set forth in the Special Conditions, Technical bid and Terms & Conditions of Contract (all of which are collectively herein after referred to as "**the said Conditions**") the works described in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "**the said Contract Amount**").
4. In lieu of the consideration herein mentioned the Contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the Contract and described by or referred to in the Schedule of Quantities and in the said conditions.
5. The Institute shall pay the Contractor the Contract Amount, or such other sum as shall become payable, at the times and in the same manner specified in the said Conditions.
6. The said conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
7. The tender, agreement and documents mentioned herein shall form the basis of this contract.
8. This Agreement is neither a fixed Lump sum Contract nor a Piece Work Contract, but it is a Agreement for the complete work, the Contract Amount whereof is to be paid for as per the actual quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions. The Contractor has to visit the site & acquaint himself with the site condition & also the part work done therein by the previous Contractor. As the nature of the work comprises of completing the balance incomplete work, the new Contractor should carefully study the present site condition & quote the rates accordingly. No claims will be entertained later for any lapse on the Contractor's part in having studied the present site condition.
9. The Contractor shall afford every reasonable facility for carrying out of all works or other Contractor's appointed by the Institute and shall make good any damages done to walls, floors etc. after the completion of such works.

10. The Institute reserves to itself the right of altering the items to be executed by adding to or omitting any items without prejudice to this Agreement. However, the Contractor shall not be entitled to any payment for the works done exceeding the Tender Quantities unless specifically approved in writing by the Institute.
11. Time shall be considered as the essence of this Agreement and the Contractor hereby agrees to commence the work job from 4th day of issue of work order as provided for in the said Conditions and to complete the entire work within **Six weeks**, subject nevertheless to the provisions for extension of time.
12. The payments for running bills & final bill shall be made subject to quantity and quality check in the format approved by the Institute and the Contractor. The payment shall be processed by the Institute only after recommendation by the Contractor with proper documentation.
13. The Contractor should complete the work as per the work schedule annexed as **Annexure I**. The Contractor also binds to depute its team/ manpower at site during execution work as per enclosed organization chart/schedule.
14. All payments by the Institute under this Agreement will be made only at Mumbai.

15. **AMENDMENT**

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

16. **DISPUTE RESOLUTION**

16.1 In the event of any dispute as to the subject matter of the present Agreement arises, the parties hereto shall submit to mediation before the Registrar of IGIDR. IN the event either party is dissatisfied with the decision of the Registrar, the dispute shall be resolved in accordance with clause 16.2 below.

16.2 In the event that the Contractor disagrees with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, the dispute shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by IGIDR. The place of Arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The Arbitration Proceedings shall be conducted in the English language and any Award or Awards shall be rendered in the English Language. The procedural law of the Arbitration shall be the Indian Law. The Award of the Arbitrator shall be final, conclusive and binding upon the Contractor and IGIDR.

17. GOVERNING LAW AND JURISDICTION

The law governing this Agreement shall be the laws of India, shall be limited to the Courts in Mumbai, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

18. STAMP DUTY

The Parties agree that stamp duty payable on this Agreement shall be borne and paid by the Contractor alone.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered

For and on behalf of the Institute

Name _____

Designation _____

For and on behalf of

M/s.

Name _____

Designation _____

Counter-signed by:

In the presence of witnesses:

1. Signature _____

2. Signature _____

1. Signature _____

2. Signature _____

Annexure – A*

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
The Registrar
Indira Gandhi Institute of Development Research
Film City Road, Santosh Nagar,
Goregaon (East),
Mumbai – 400 065.

We hereby confirm and declare that we, M/s _____, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

*To be submitted on company letter head duly signed and stamped on it.