



दि न्यू इंडिया एश्योरन्स कंपनी लिमिटेड  
(भारत सरकार का उपक्रम)  
सूरत क्षेत्रीय कार्यालय (230000)  
THE NEW INDIA ASSURANCE COMPANY LTD.  
(Government of India Undertaking)  
SURAT REGIONAL OFFICE (230000)



पहली मंज़िल, "ए विंग", तिरुपति  
प्लाज़ा, बहुमाली बिल्डिंग के नज़दीक,  
अठवागेट, सूरत, 395001

1<sup>st</sup> Floor, "A-Wing", Tirupati  
Plaza, Near Family Court,  
Athwagate, Surat – 395001

Website: [www.newindia.co.in](http://www.newindia.co.in)  
E-mail: [nia.230000@newindia.co.in](mailto:nia.230000@newindia.co.in)  
■ 0261- 2461589 / 2461690, 2460691, 2461582  
CIN: L66000 MH1919 GOI 000526

SRO/ESTB./ARCHITECT/APPOINTMENT/230000

2<sup>nd</sup> October 2024

### E-TENDER NOTICE

Applications are invited to appoint the Project Management Consultant to carry out the supervision job of interior civil, furniture and electrical work of New India Staff Quarters, details of which are as follows:

Sr. No.	Address of the property proposed for renovation	Site Location
1.	1002, Sheetal Dhara Apartment, Citylight, Surat	SURAT
2.	1003, Sheetal Dhara Apartment, Citylight, Surat	
3.	903, Sheetal Dhara Apartment, Citylight, Surat	
4.	803, Sheetal Dhara Apartment, Citylight, Surat	
5.	203, Sheetal Dhara Apartment, Citylight, Surat	
6.	402, Gail Tower, Tadwadi, Adajan, Surat	
7.	302, Gail Tower, Tadwadi, Adajan, Surat	
8.	202, Gail Tower, Tadwadi, Adajan, Surat	
9.	201, Gail Tower, Tadwadi, Adajan, Surat	
10.	2 <sup>nd</sup> Floor-204, Ravi Darshan Apartment, Near Shital Dhara Apartment, CityLight, Surat	
11.	1 <sup>st</sup> Floor-1, Dhanpal Apartment, Near kotak House, Ghod Dod Road, Surat	
12.	1 <sup>st</sup> Floor-2, Dhanpal Apartment, Near kotak House, Ghod Dod Road, Surat	
13.	4 <sup>th</sup> Floor-402, Deepak Awas, Tadwadi, Adajan, Surat	
14.	4 <sup>th</sup> Floor-403, Deepak Awas, Tadwadi, Adajan, Surat	
15.	5 <sup>th</sup> Floor-506, Pragji Tower, Valsad	VALSAD
16.	3 <sup>rd</sup> Floor-304, Neptune Tower Coop Housing Society Ltd., Charwada Road, Vapi	VAPI
17.	6 <sup>th</sup> Floor-604, Neptune Tower Coop Housing Society Ltd., Charwada Road, Vapi	
18.	3 <sup>rd</sup> Floor-1/3, Sheetal Apartment, Silvassa-Daman Road, Vapi	

The estimated cost of the project may be approximately up to ₹ 1.3 crore. It is to be noted that detailed estimate for the work has already been arrived through the help of an appointed architect (the appointed architect's work was limited to get the detailed estimate of the job) and therefore, this tender intends to appoint an architect who will take over the job of supervision for the execution of the whole project.

Tendering process shall be of two-bid system Technical Bid & Price Bid. Technically qualified bidders shall be considered for opening of Price Bid.

Bidders can download tender documents from our website [www.newindia.co.in](http://www.newindia.co.in) and [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC). Bidders must submit the bids on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) only. No other mode of submission of tenders will be accepted. Last date of submission of bids is 23/10/2024 up to 17:30 hours.



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Cost of tender will be ₹ 500/- (non-refundable inclusive of 18% GST toward application charges) and EMD will be ₹ 10000/- (Refundable without interest) and the same should be payable in the form of **DD/pay order in favor of The New India Assurance Company Ltd. payable at Surat.** It is to be clearly noted that bidder should not send any hard copies other than tender fees & EMD DD/Pay order, violation of which will make such bidder liable to be rejected. The bidders need to submit the physical copy of the DD of the tender fees & EMD in a sealed envelope with a heading/superscript of "Tender for Architect Appointment for the renovation of company owned flats" to "Estate & Establishment Department, The New India Assurance Co. Ltd., 1<sup>st</sup> Floor, A-Wing, Tirupati Plaza, Athwalines, Surat, Gujarat-395001". Scanned copy of the DD will also be required to be uploaded on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC).

Please note that only those Architects having work experience as under should apply-

1. Three similar works each of 40% of the estimated cost of project, or
2. Two similar works each of 50% of the estimated cost of project, or
3. One similar works each of 80% of the estimated cost of project.

**Last date and time for the submission of the tender document is 23<sup>rd</sup> October 2024 till 17:30 Hrs.**

The Company reserves its right to reject any or all applications without assigning any reason

*SMU*



सुभाष मेहता  
उप महाप्रबंधक  
सुरत क्षेत्रीय कार्यालय (230000)  
SUBHASH MEHTA  
DEPUTY GENERAL MANAGER  
SURAT REGIONAL OFFICE (230000)

Deputy General Manager  
Surat Regional Office (230000)

*21* *Dy. Gen. Mgr.*



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## SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Tender document with detailed terms and conditions is available on our Website [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) . Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-Procurement system on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)
2. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. N-codes, Sify, E-mudra etc.) operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor. In case any vendor so desires, he may contact our e-Procurement service provider **M/s. Antares Systems Limited**, Mumbai for obtaining the Digital Signature Certificate.
3. Corrigendum / amendment, if any, shall be notified on the site [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) . In case any corrigendum / amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email (In case of open tender corrigendum / amendment will be on the public dash board and no mail will be fired for the vendor who has not participated by that time). It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
4. Vendors are required to complete the entire process online on or before the due date of closing of the tender.
5. The Commercial/Price bid of only those vendors shall be opened whose Technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-Procurement tenders directly through internet:
  - i) Vendors are advised to log on to the website ([www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)) and arrange to register themselves at the earliest.
  - ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - iv) Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.
  - v) Bids / Offers shall not be permitted in e-Procurement system after the due date /



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time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

vi) No manual bids / offers along with electronic bids / offers shall be permitted.

7. Once the Commercial/Price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on other bid view.
8. No responsibility will be taken by and/or the e-Procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as New India Assurance officials.
9. New India Assurance and/or the e-Procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
10. Bidder should arrange for the Tender Cost/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time of the tender.
11. 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.
12. The details of the Tender Cost/ Earnest Money Deposit(EMD) document submitted physically to the Department before due date of submission of tender and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected. Ensure that the copies of Tender Cost/EMD are submitted under their respective heads only.
13. 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.
14. Bidder should take into account all the corrigenda published before submitting the bids online.
15. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
16. Please note that if rates are not filled in BOQ, then system will show it as zero. If bidder fails to quote any rates in the BOQ, then their bid will be considered 'incomplete bid' and their bid will be rejected. Only complete bids will be considered for further evaluation.
17. Tender cost/EMD exemption will be as per government rules applicable to MSME. Please



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submit relevant certificates in respective heads.

18. Only bids submitted through online mode will be considered for evaluation.
19. In case of any clarification pertaining to e-Procurement process, the vendor may contact the following agencies / personnel:

S.N	Particulars	Company Name	Contact Details
1	FOR e-Tendering Support	M/s Antares Systems Ltd.	Mr. Sushant Panchal, Contact No.-9731468511
2	For tender related support	The New India Assurance Company Ltd.	Mr. Sanjeev Kumar, Contact No.-8920165785



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## **GENERAL TERMS & CONDITIONS OF THE CONTRACT**

1. a) The term Company/Employer wherever used, shall mean The New India Assurance Co Ltd (NIACL).  
b) Design shall mean the design & detailed engineering necessary for execution/ commissioning of the work.  
c) Month shall mean calendar month.  
d) The Engineer/officer in charge shall mean the officer authorized by the Employer for inspection, execution, scrutiny and approval of same for all services rendered by the Consultant/Architect.
2. The Earnest Money Deposit (EMD) of ₹ 10,000/- deposited will be refunded to the unsuccessful tenderers within one month of the opening of the tenders or decision for appointment of consultant whichever is later.
3. The Earnest Money Deposit (EMD) of successful bidder/tenderer will be retained in the Company till the completion of the work.
4. **Rate/Fee quoted by the bidder shall remain firm till all the works are completed by the contractor and no claim for increase in Rate/Fee during this period shall be entertained.**
5. Firm/ Tenderer shall be paid only on the actual quantities of work done at the tendered rates.
6. The rates quoted should include
  - i) All expenses including traveling expenses incurred by the PMC in submitting, clarifying & getting approval of all design & drawings from NIACL & Government authorities.
  - ii) All expenses incurred for collection of data, attending meeting with NIACL in connection with preparation of design/ drawings.
7. **GST will be paid extra as applicable.**
8. The employer shall deposit all fees required by the Municipality or other local authority. Any such fee below ₹ 10000/- to be paid by the consultant and shall be reimbursed to them on production of receipt.

Income tax as per rules applicable from time to time will be recovered from each payment. **10% of the amount of each running account bill shall be retained as security deposit and same shall be released on completion of defect liability period.**

### **COMPLETION TIME**

The Consultant/Architect shall complete the whole services and scope of work in a mutually agreed period of time on the confirmation to proceed with the particular work.



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## 9. Validity of offer

The offer submitted shall remain valid for a period of 120 days from the date of opening of tender.

## 8 LIMITATIONS OF LIABILITY

The employer shall in no way be responsible for any liabilities arising out of the consultant's contractual obligation with the consultant's personnel, sub-contractor's licensors, collaborators, vendors or subsidiaries. Similarly, the consultant shall in no way be responsible for any liabilities arising out of the employer's, personnel, sub-contractor's licensors, collaborators, vendors or subsidiaries.

The consultant and employer agree that each shall assume full risk of damage or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives during the performance of the agreement. Each party hereby releases the other from any and all liability for loss or damage so caused to its own properties and each party agree to indemnify and hold harmless the other against all liabilities so caused on account of personal injury to its respective employees and representatives or to third party.

The consultants shall be liable and responsible for payment of all income tax and other taxes which may be levied on the fees/ payments received from the employer under the terms of this agreement and shall indemnify and keep harmless the employer against any claim/ liabilities and outgoing on this behalf.

All taxes and duties payable on the payments received by the consultants under this contract shall be paid by the consultants. They shall indemnify and keep the employer indemnified against any claim arising in respect of injury to their persons performing the work, or loss or damage to the property of such person and against third party claims if any arising out of the works to be performed under this agreement.

It is expressly understood that the overall responsibility for the design, engineering/ consultancy towards the successful operation of entire work shall be that of the consultants.

The consultants shall undertake any redesign work which may become necessary due to any faulty design, assumptions or any other reason what- so- ever made by the consultant.

## 9. OWNERSHIP OF DRAWINGS DESIGN AND PUBLICATIONS OF DATA ETC.



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## 9.1 OWNERSHIP OF DRAWINGS, DESIGN, REPORTS ETC.:-

All reports, notes, plans drawings, designs, data specifications, Statistics and other documents and data prepared and compiled by the consultant while performing the consultancy services shall be the property of the employer and the employer shall have the right to use them or reproduce them in connection with this project in the manner it likes and for this no royalty shall be paid.

## 9.2 PUBLICATION OF DATE ETC.:-

The consultant shall not publish without the written consent of employer or use for purpose other than these for this work, the articles, design, photographer or illustrations, related to this work. The consultant shall refrain from making any public statement concerning the consultancy services without the prior approval of the employer and shall also refrain from engaging in any political activity.

## 10 CHANGE AND ADDITIONS TO SCOPE OR SERVICES, TERMINATION OF CONTRACT, DELAY AND EXTENSION.

10.1 The employer shall have the right to request in writing addition or changes in the scope of services to be performed by the consultant. If in the consultant’s opinion any such additions or changes affect the design, completion schedule etc., the employer shall be advised accordingly.

### 10.2 TERMINATION OF CONTRACT:

The NIACL reserves the right to terminate or abandon or postpone the work for good and sufficient cause (including non-start of work as per client priorities) and in any case shall give 30 days prior notice in writing to the consultants (the employer being sole judge for the same). The consultants shall have the right to terminate the agreement, if it is compelled to cause performing their services and shall in that case the agreement either by the employer or by the consultants, the consultant shall be entitled to receive fees due to them for services performed under this agreement till the time of the notice of termination given by the employer. and the consultants shall give the employer all the data, compiled report, drawing etc., prepared by them till that date, before the final dues are paid to the consultant. Even after the termination of engagement, the consultant shall continue to co-operate with the employer to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations made by them.

### 10.3 DELAY AND EXTENSION

If the work is delayed by force Majeure or any other cause which in the absolute discretion of the employer is beyond the consultant’s control, the consultant shall immediately upon the happening of such event contributing to delays, give notice thereof in writing to the employer but shall nevertheless use constantly their best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the





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employer to proceed with the work.

Request for extension of time shall be made by the consultants in writing **within 07 days of the happening of the event** causing delay. The consultants may also practicably indicate with any such request, the period for which extension is required. In any such case the employer may give a fair and reasonable extension of time for completion of individual items or groups of items of work for which separate period of completion are specified in the contract as a whole, but it shall be the sole discretion of the employer to grant or refuse such extension.

The decision of the employer in regard to the extension will be communicated to the consultants in writing within a reasonable time, but it is agreed that no monetary allowance shall be made to the consultants for any such delays and the consultants agree not to make and hereby waive to make any claims for damages by reason of any such delays.

## **11. GENERAL RESPONSIBILITY OF THE CONSULTANT**

### **11.1 Completeness of the services**

The consultants shall provide all the required technical information and clarifications required by the employer and / or the clients. The consultancy services as indicated herein shall be completed in all respects. During the term of engagement, the consultants shall devote sufficient time and attention to the performance of the consultancy services and shall act with due diligence and efficiency and in accordance with the terms of the agreement.

**11.2** The consultants shall provide to NIACL with all details pertaining to planning, design includes all data and analysis. The consultants shall also make or assist in making all the reports and recommendations as may be contemplated by the terms of reference or as may be reasonably required by the client within the general scope of this work and shall at all times co-operate with employers in the interest of the work.

### **11.3 Confidential handling of reports, designs, drawings etc.**

The consultants shall take all necessary steps to ensure confidential handling of all the matters pertaining to planning, designs, drawings, the specifications, methods and any other information acquired or developed by the consultants by means of this work or from the performance thereof, except with the prior consents of the employer. The consultants shall also not divulge to unauthorized persons or the clients any information regarding consultancy services. The consultants also shall not divulge to unauthorized person or clients the information in respect of rates of remuneration and conditions of employment.

### **11.4 Discussions with the employer**

The consultants shall make themselves available at reasonable notice to be present for discussion with the employer/ client. The consultants shall also provide assistance, advice and information to the employer as may be required.

## **12. GUARANTEE AND LIABILITY OF THE CONSULTANT**

The consultant is liable for the consequence of errors and omissions arising from gross negligence



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on their part or on the part of their employees to the extent and with the limitation referred to hereunder.

### **12.1 Correctness and accuracy of data**

12.2 The consultant shall be responsible for the correctness and accuracy of the data, planning, designs, drawings, the specifications, bills of quantities and documents furnished by the consultant. If any inadequacy is observed in the work performed by the consultant, the consultant shall at their initiative and at no extra cost to the employer take all steps necessary to remedy/ rectify the said defects or inadequacies. The consultants shall incorporate all the modification or changes as desired by the employer/ client in the drawings, plans and reports, designs etc. without charging extra.

### **13 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION AND RISK PREJUDICE CLAUSE**

13.1 The consultants shall be liable to pay liquidated damages in case of delay in fulfilling the obligations under this agreement for causes directly attributable to the consultant **at 1% (One percent) of the charges for consultancy services per week of delay or part thereof subject to a maximum of 5% (Five percent) of the applicable charges towards the consultancy services.**

**The consultants shall be liable to pay liquidated damages of ₹ 500/- towards not attending site visit as per scope of works for each instance.**

Total compensation for liquidated damage shall not be more than 5% of applicable charges towards the consultancy services

### **13.2 Risk Prejudice Clause**

In case the progress of any part of consultants work is found to be unsatisfactory by NIACL. at any time during the execution vis-à-vis, the terms of agreement, NIACL shall give the consultant a fortnight notice in writing asking for the consultant's plans for remedying the situation and to complete the job within the time mutually agreed, subject, however to the conditions that the entire work falling within the consultants scope of work shall be completed within the stipulated time. Failing to remedy the situation as per the mutually agreed plans, NIACL shall have the right to withdraw that portion of the work and get the same done at the risk and cost of the consultant, after giving a week's notice.

### **14.0 Code of Practice**

The report, design and drawings for all works shall confirm to all relevant latest Indian Standard specifications and/or Standard Code of Practice. Where no Indian Standards are available BSS/ASTM/DIN/COSY or equivalent Internal standards and/or generally accepted sound engineering practice should be followed. Deviation from ISI recommendations and adoption of other code of practice will require prior approval of the employer in writing.

Documentation of design and drawing



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All the reports, design calculations and drawings should comply with the provisions of latest addition of IS-696 (Code of practice for engineering drawings) and design calculations will be neatly documented to enable scrutiny.

## **15.0 ARBITRATION**

**15.1** All disputes or differences of any kind whatsoever which shall at any time arise the parties hereto touching them or concerning the work or execution or maintenance thereof this Contract or the construction operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of this contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract or the other of them and to the Appointing Authority who shall be appointed for this purpose by the Employer, be referred for adjudication to a sole arbitrator to be appointed as here in after provided.

**15.2** For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within **thirty days of receipt** by him of the written notice aforesaid to the Contractor, a panel of the three names of persons who shall be presently unconnected with the organization for which the work is executed.

**15.3** The Contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by his the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator, if the Contractor fails to communicate such selections as provided above within the period specified, the appointing authority shall made the selection and appoint the selected person as the sole Arbitrator.

**15.4** If the appointing Authority fails to send the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send the Appointing Authority a panel of three names of persons who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as a sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the person from the panel as a sole arbitrator and communicate his name to the Appointing Authority.

**15.5** If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

**15.6** The work under the Contract shall, however continue during the Arbitration proceeding and no payment due or payable to the Contractor shall be withheld notice on account of such proceedings.

**15.7** The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

**15.8** The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the Award.



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**15.9** The Arbitrator shall give a separate award in respect of each dispute in accordance with the terms of the Contract and give a reasonable award.

**15.10** It is also a term of the Contract that if Contractor (s) do/does not make any demand for arbitration in respect from the Clients / Architects that the bill after due verification is passed for payment of a lesser amount, or otherwise, the arbitration shall be deemed to have been forfeited and Client / Architects shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this clause such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by Clients / Architects or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of Clients / Architects that the letter was so posted to the Contractor(s) shall be conclusive.

**15.11** The Fees, if any of the Arbitrator shall, if required be paid before the award, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix of settle the amount of costs to be so paid.

**15.12** The award of the Arbitrator shall be final and binding on both the parties. Subject to a fore said, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification of re- enchantment thereof and the rules made there under, and for the time being in force, shall apply to the Arbitration proceeding under this Clause

#### **16.0 Access to Consultant’s Office**

The employer shall have reasonable access to and the right to inspect the design work including designs, drawings, plans, specifications, recommendations, data and such design related documents at reasonable convenient to the consultant. The employer will also have reasonable access to the office of associates of the architect.

#### **17.0 Periodical Progress Report**

The consultant shall prepare and submit to the employer periodical fortnightly progress reports and status of works being performed by them. Such submissions of reports and review thereof by the employer shall not be deemed to absolve the responsibilities of the consultants for timely completion of the assignment.

#### **18.0 Term of Payment:-**

Based on evaluation of Percentage of work done from time to time. The final payment will be settled on the basis of actual project cost which may or may not be different from the estimated cost of the project.

#### **19.0 Important terms pertaining to Price bid**

Price bid should not be uploaded with technical bid. The price bid should necessarily be filled in the given excel format on the website itself. No physical copy of the same would be entertained. Deviation from this would render the bid rejected.

#### **20.0 SCOPE OF WORK of Project Management Consultant**



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### Design/layout preparation and Tendering:

1. To inspect the premises
2. To take instructions from the clients, about requirements. Client is considering for **Civil, Furniture and Electrical work of the mentioned 18 company owned flats**. However, NIACL reserves the right to add or delete any flat from scope of this work.
3. To show the client different alternatives, plans for approval.
4. To prepare a detailed plan & design including specification of the work.
5. It is to be noted that detailed estimate for the work has already been arrived through the help of an appointed architect (the appointed architect’s work was limited to get the detailed estimate of the job) and therefore, this tender intends to appoint an architect who will take over the job of supervision for the execution of the whole project.
6. To demonstrate to the client the types of finishing proposed by providing 3-D drawings/conceptual drawings, if required.
7. To prepare detailed design/layout and tender.
8. To advise and assist the client in short-listing the Contractors.
9. To scrutinize the tenders received including preparation of comparative statement and to advise the client about the reasonableness of rates etc.

### Execution of the work

1. On acceptance of the tender by the contractor and issuing of Work Order, the PMC has to give proper instructions to the contractor for procurement of materials and execution of work.
2. To guide the contractor in preparing the bar chart.
3. To check the contractor's work periodically to ensure quality control and speed.
4. To examine the raw materials procured by the contractor and certify the same.
5. To ensure that the work is carried out to the satisfaction of the Architect and Client.
6. To certify the contractor's bill within 15 working days from the date of submission.
7. To review the progress of the work from time to time.
8. To apprise the client of any deviation in the cost, so as to enable the client to obtain proper approval for additional cost, if any.
9. To prepare quarterly progress report to be submitted to the CVC (Central Vigilance Commissioner) and to reply various queries raised by CVC and CAG.
10. To prepare periodic review of Excess/Extra/Saving items and obtain sanctions of Competent Authority and to keep financial control on the work.

### 21.0 TECHNICAL BID QUALIFICATION CRITERION

1. Architect/consultant must have their local office in Surat, Gujarat.
2. Minimum 5 (five) year experience as registered Architect
3. Works **Completion** Certificate with value from previous clients :- Certificates must be of similar works that are successfully completed in last 5 years preceding 31/03/2024 and certificate must be in letter head of client and issued in name of bidder/Architect/firm (attach proof). **Only work order shall NOT be considered for evaluation.**
  - a. Three similar works each of 40% of the estimated cost of project, or
  - b. Two similar works each of 50% of the estimated cost of project, or
  - c. One similar works each of 80% of the estimated cost of project.



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4. The change of Company/firm or change in name of company/firm cannot claim merely by means of an affidavit, works done under the name of previous company/firm as the works done by them (new/name changed company/firm), unless approved by the appropriate Statutory Authority.

Those bidders who are meeting all above criteria should apply. Only those bidders who are meeting above criteria shall be considered for further evaluation.

(This Declaration Letter **MUST** be typed on Contractor's letter head)  
Otherwise **may amount to disqualification**



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The Deputy General Manager  
Surat Regional Office  
The New India Assurance Co. Ltd,  
1<sup>st</sup> Floor, A-Wing, Tirupati Plaza,  
Nr. Collector's Office,  
Athwa Gate, Surat – 395001

**Name of the Tender: Appointment of Project Management Consultant**

Dear Sir,

- I / We hereby confirm that I / we have fully read all the instructions, conditions, drawings etc. and that I / We also understood the Tender documents and that we are aware of the scope of work as well as the terms and conditions application for the same.
- I / We declare that we have no difficulty in understanding or interpreting its terminology / language or drawing.
- I / We accept that the Management will have the right to disqualify me / us without citing any reasons or in case incorrect / incomplete information is provided or noticed subsequently
- I / We agree that the decision of the management / Architect is acceptable to us
- Information given by me / us is true to the best of my / our knowledge.

We are now hereby submitting our Tender for the above project.

The said application is made by us on behalf of ..... and having authority to submit the same.

Date:

Signature of the applicant  
(Name in bracket)

State title, capacity in which application is made

**TECHNICAL BID**



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- Description of the Firm (Proprietary/ Partnership etc.):
- Name of the Firm:
- Registered Address :
- Address of local office:
- Telephone No., Mobile No.
- E-mail Address :
- Year of Establishment:
- Number of years of experience as an PMC/architect
- Name & Address of Partner (s) (Please state changes, if any, in partnership since the inception)
- Details about firm's structure. (Mention names, addresses, positions etc. of all key persons in the firm)
- Bio-data of Partners'
- Details of the technical staff with their qualification & experience (attach proof)
- Details of Registration/empanelment with Government. Agencies/PWD/Other PSUs
- Name & Address of the Banker
- Details about any litigation/ Arbitration proceedings taken up with present/ previous clients/departments or any Government bodies
- Details of similar type of work with PSUs/Corporate bodies (attach proof)
- Balance sheet/ Profit & loss statements for the last 3 years (to be attached herewith)
- Valid income Tax Clearance Certificate (to be attached)
- PAN No. (attach proof)
- GST Tax No. (attach proof)
- Has the applicant or any of his partner /firm been blacklisted or removed/ demoted etc. (Please upload declaration)
- Any other additional information relevant

**Note:**

- Please attach relevant documents where required
- The firm will be liable for rejection/disqualification/termination of the contract if found having given false information at any stage of selection/execution of work etc.
- Submission of above mentioned documents/information are mandatory. Non-submission of the same shall be liable for rejection of bidder

Signature with Company Seal

**PRICE BID FOR ARCHITECT/CONSULTANTS/OR AS APPLICABLE**

A)	DESIGN/LAYOUT	Fee (%)
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I	<ul style="list-style-type: none"><li>To inspect the premises and preliminary report based on visual inspection of the premises needed for formulating action</li><li>To prepare preliminary plans, discuss the same with the Client and modify the same as per client's requirements.</li><li>To prepare detail plans, designs/layout of the detailed estimated work <b>within 1-2 weeks from the issue of the work order.</b></li></ul>	
	<b>TENDERING</b> <ul style="list-style-type: none"><li>To evolve tender documents for required works to enable client to invite the tenders in 2 bids i.e. Technical Bid &amp; Price Bid.</li><li>To scrutinize and to evaluate the tenders.</li><li>To assist and advise the client in short-listing the technical bids of contractor.</li><li>To scrutinize &amp; evaluate the price bids and recommend the tender to the client.</li><li><b>Submission of the progress report of work done by appointed consultant on fortnightly basis</b></li></ul>	
B)	<b>SUPERVISION</b> <ul style="list-style-type: none"><li>To assist the client in obtaining permission from statutory bodies. The fees payable to such statutory bodies will be paid by the client.</li><li>To instruct the contractor about the execution of the work.</li><li>To finalise time schedule (bar chart) submitted by the contractor.</li><li>The Architect has to visit the site at least twice a week or more no. of times if required by the client and as per the progress of work.</li><li>To record the measurements of the work.</li><li>To certify the bills submitted by contractors.</li><li>The Contractor's bills should be certified within 15 working days from the date of receipt of the bill.</li><li>To post adequate technical staff to monitor the quality control progress and to guide the contractor for proposer execution of the work as per the specification of the work.</li><li>The PMC/architect shall engage consultants in the field of civil work, furniture work, electrical work etc.</li><li>The PMC/architect fee should be inclusive of charges of all such consultants.</li><li>No fees will be paid on cost of branded items directly purchased by the client.</li></ul>	
	<b>TOTAL (A) + (B)</b>	

*#Price bid should not be uploaded with technical bid. The price bid should necessarily be filled in the given excel format on the website itself. No physical copy of the same would be entertained. Deviation from this would render the bid rejected.*

**Signature with Company Seal**

**NOTE:**

- 1) The Architect shall be responsible for overall quality and speed of work.
- 2) The retention money of 10% will be retained from the Architect's bill and shall be released only after satisfactory completion of the defect liability period and after the queries (if any) are replied properly.
- 3) Income Tax will be deducted from the bills of Architect as per the rules in force time to time.
- 4) To explain any queries raised by Independent External Auditor or Internal Auditor and appear before them in person, if required.
- 5) At no time Part 'A' fee shall be more than 25% of total fee quoted. If L1 bidder has quoted part 'A' fee which is more than 25% of total fee quoted, only 25% of total fee quoted will be paid for Part 'A'.

-----End of Tender Document-----