



दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड

(भारत सरकार का उपक्रम)

**THE NEW INDIA ASSURANCE COMPANY LTD.**

(Govt. of India Undertaking)

पंजीकृत एवं प्रधान कार्यालय : न्यू इन्डिया एश्योरन्स बिल्डिंग, 87, महात्मा गांधी मार्ग, फोर्ट, मुंबई - 400 001.  
Regd. & Head Office : New India Assurance Bldg., 87, M.G. Road, Fort, Mumbai - 400 001.  
CIN No. L66000MH1919GOI000526



Phone : 022 2270 8100  
022 2270 8400  
Website : www.newindia.co.in

Tender No. 12/Est&Estb/MFG/2024-25

Date: 2nd September 2024

### E-TENDER NOTICE

Applications are invited to appoint the Project Management Consultant to carry out the job of **Structural Repairs of buildings of Mayfair Complex located at Little Gibbs Road, Malabar Hills, Mumbai**. The estimated cost of the project may be approximately up to Rs. 1.39 Crore excl. GST.

Tendering process shall be of two-bid system Technical Bid & Price Bid. Technically qualified bidders shall be considered for opening of Price Bid. **THE PMC SHALL BE APPOINTED ON THE BASIS OF QUALITY CUM COST BASED SELECTION SYSTEM (QCBS)** defined in the tender document.

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 1st October 2024 up to 1500 hours.

Cost of tender will be Rs. 1180/- (non-refundable inclusive of 18% GST toward application charges) to be submitted in the form of DD favouring "The New India Assurance Co. Ltd." payable at Mumbai **and EMD will be Rs. 30000/-** to be submitted in the form of DD favouring "The New India Assurance Co. Ltd." payable at Mumbai. Both to be submitted at office of Chief Manager, Estate Department, The New India Assurance Co. Ltd., 87, MG Road, Fort, Mumbai-400 001. Scanned copy of the DDs will also be required to be uploaded on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC).

Please note that only those PMC having work experience (in the last 3 years) 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.

Kindly note that the work completion certificates for the above should be submitted only in the format prescribed by NIACL. (Format attached at the end of this document)

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

*Kaushik*

Chief Manager  
Estate Department

## **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**(Please note: PRE-BID MEETING will be held on 18th September 2024 2:00 PM at site)**

**Kindly note that attendance to the Pre-bid meeting is mandatory**

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.
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 / 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. 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.
  8. 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.
  9. Bidder should arrange for the Tender Cost and 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.**
  10. 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.
  11. **The Integrity Pact and DDs of Tender Cost, EMD should be 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 Integrity Pact, Tender Cost and EMD are submitted under their respective heads only.**
  12. 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.
  13. Bidder should take into account all the corrigenda published before submitting the bids

online.

14. 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.
15. 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.
16. **Tender cost and EMD exemption will be applicable to MSE. Please submit relevant certificates (MSME certificate) in respective heads. Also instead of EMD, MSEs are to submit Bid Security Declaration (format attached)**
17. Only bids submitted through online mode will be considered for evaluation.
18. 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	Contact-09923972175 <a href="mailto:lokesh.hr@antaressystems.com">lokesh.hr@antaressystems.com</a>
2	For Tender related Queries	The New India Assurance Co. Ltd	<b>022-22708514/505/511/513</b> <a href="mailto:utkarsh.koshta@newindia.co.in">utkarsh.koshta@newindia.co.in</a>

### **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 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.  
e) The terms PMC and Consultant shall mean the same.
2. **Fee quoted by tenderer shall remain firm till all the works are completed by the contractor and no claim for increase in Fee during this period shall be entertained.**
3. Firm/Tenderer shall be paid only on the actual quantities of work done at the

tendered rates.

4. 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.
5. **GST will be paid extra as applicable.**
6. The employer shall deposit all fees required by the Municipality or other local authority. Any such fee below Rs. 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 of 1 year.**

#### 7. **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.

#### 8. **VALIDITY OF OFFER**

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

#### 9. **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.**

### **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, INSURANCES**

**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.

The company shall have the right to appoint another consultant and ongoing consultant would not create any hindrance in his work in any manner.

## **10.3 DELAY ANDEXTENSION**

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 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.

## **10.4 INSURANCES**

The Insurance for the following will be covered and paid for by the PMC, and PMC shall indemnify the NIA and hold the NIA harmless in respect of all and any expenses arising from any such injury and / or damages in respect of

- Workmen's Compensation and Risk of Accidents to PMC's own employees.

## **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.

**11.5** It is the responsibility of the PMC to get the defects discovered/arising (if any) rectified by the contractor executing the job. In the event of the failure on the part of the contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the contractor. In the event of the failure on the part of the PMC, the same may without prejudice to any other rights available to it in law, be rectified by NIACL for and on behalf of the PMC and at the cost and expenses of the PMC, after due notice to it.

**11.6** It is the responsibility of the PMC to take necessary care and precaution while preparing the estimate for the said project to avoid cost escalations at later stages of the project. There should not be any significant deviation between the estimated quantity and the actual quantity required. Any price escalation during the later stages if deemed by NIACL, is due to underestimation/negligence on the part of the PMC, will be debarred from participation in tenders floated by NIACL for a period of 3 years starting the completion date of this project.



## **12.0 GUARANTEE AND LIABILITY OF THE CONSULTANT**

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

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. **There should not be any significant deviation between the estimated quantity and the actual quantity required.** 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 10% (Ten percent) of the applicable charges towards the consultancy services.**

**The consultants shall be liable to pay liquidated damages of Rs. 5000/- towards not attending site visit as per scope of works for each instance.**

Total compensation for liquidated damage shall not be more than 10% 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 fortnights 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. On the failure to remedy the situation as per 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**

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 PMC, 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 PMC 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 PMC 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 PMC the panel of three names as aforesaid within the period specified, the PMC 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 PMC accordingly, the PMC 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 PMC 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.

**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 PMC 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 PMC within 2 days of posting of the letter by Clients / Architects or when delivered by hand immediately after receipt thereof by the PMC, whichever is earlier. Further, a letter signed by the officials of Clients / Architects that the letter was so posted to the PMC 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 or 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- enactment 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 Mode of Payment:-**

**As detailed in the Schedule of Payment (refer 19.3)**

## **19.1 SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT**

### **Estimate and Tendering:**

1. To inspect the premises
2. To take instructions from the clients, about requirements. Client is considering for **Structural Repairs of buildings of Mayfair Complex located at Little Gibbs Road, Malabar Hills, Mumbai**. However, NIACL reserve the right to add or delete any building from scope of this works.
3. To show the client different alternatives, plans and estimates for approval.
4. To carry out fresh structural audit & NDT.
5. To prepare a detailed plan estimate including specification of the work.
6. To demonstrate to the client the types of finishing proposed by providing 3-D drawings/conceptual drawings, if required.
7. To prepare detailed estimate 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 obtaining permission from statutory bodies required if any. The fees payable to such statutory bodies will be paid by the client.
3. To guide the contractor in preparing the bar chart.
4. To depute full time site supervisor from PMC firm. Such supervisor must have degree in civil engineering and minimum site experience of 5 years.
5. To check the contractor's work periodically to ensure quality control and speed.
6. To examine the raw materials procured by the contractor and certify the same.
7. To ensure that the work is carried out to the satisfaction of the Architect and Client.
8. To certify the contractor's bill within 15 working days from the date of submission.
9. To review the progress of the work from time to time.
10. 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.
11. To prepare quarterly progress report to be submitted to the CVC (Central Vigilance Commissioner) and to reply various queries raised by CVC and CAG.
12. To prepare periodic review of Excess/Extra/Saving items and obtain sanctions of Competent Authority and to keep financial control on the work.

## **19.2 TECHNICAL BID**

1. Architect/consultant must have their local office in Mumbai or Thane or Navi Mumbai
2. PMC must have Structural Engineer licensed with Municipal Corporation of Greater Mumbai having Minimum 10 (ten) years of experience.
3. PMC must have minimum experience of 7 (seven) years
4. Works **Completion** Certificate with value from previous clients :- Certificates must be of similar works that are successfully completed in last 3 years preceding 31<sup>st</sup> July 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.

**Similar works** shall mean **structural repairs/retrofitting of buildings** with RCC framed structures.

The company reserves its right to demand explanation regarding delay or price escalation in the project for which work completion certificate has been submitted. If the reply is found to be unsatisfactory/insufficient or if the reply is not provided in the given time frame, the work completion certificate may not be considered for further evaluation.

5. **If in the knowledge of NIACL, the cost of any of the project (ongoing or completed in the last 5 years) carried out for Government department/ Public Sector Undertaking (including NIACL)/ Private Sector of participating architect/structural engineers has increased by 10% or more from the tendered value, the bid of such architect/structural engineer will be rejected and will not be scrutinized further.**
6. **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.

### **7. Details of company**

- a) Description of the Firm (Proprietary/ Partnership etc.):
- b) Name of the Firm:
- c) Registered Address :
- d) Address of local office:

- e) Telephone No., Mobile No.
- f) E-mail Address :
- g) Year of Establishment:
- h) Number of years of experience as an PMC (if different from above)
- i) Details of Structural Engineer, Experience, license no with MCGM, and experience with current PMC (provide copy of license). Structural Engineer with license from the MCGM is mandatory.
- j) Name & Address of Partner/s (Please state changes, if any, in partnership since the inception)
- k) Details about firm's structure. (Mention names, addresses, positions etc. of all key persons in the firm)
- l) Bio-data of Partners'
- m) Details of the technical staff with their qualification & experience (attach proof)
- n) Details of Registration/empanelment with Government. Agencies/PWD/Other PSUs
- o) Name & Address of the Banker
- p) Details about any litigation/ Arbitration proceedings taken up with present/ previous clients/departments or any Government bodies
- q) Details of similar type of work with PSUs/Corporate bodies (attach proof)
- r) Balance sheet/ Profit & loss statements for the last 3 years (to be attached herewith)
- s) PAN No. (attach proof)
- t) GST Tax No. (attach proof)
- u) Has the applicant or any of his partner /firm been blacklisted or removed/ demoted etc. (Please upload declaration)
- v) Any other additional information relevant

8. Please upload Signed copy of Integrity Pact and submit hardcopy to Department before last date of submission of tender.

**Note:**

1. Please attach relevant documents where required
2. 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.
3. Submission of above mentioned documents/information are mandatory. Non-submission of the same shall be liable for rejection of bidder

---

**Signature with Company Seal**

### 19.3. SCHEDULE OF PAYMENT FOR PMC

A)	ESTIMATION	Fee (%)
	<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 estimate with detail specifications <b>within 3-4 weeks from the issue of the work order and</b> get the financial approval of the client.</li> </ul>	10% of quoted price bid (in Rs) + GST
	<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 weekly basis</b></li> </ul>	10% of quoted price bid ( in Rs) + GST
B)	SUPERVISION	
	<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>• <b>The Senior Structural Engineer has to visit the site at least twice a week or more</b> 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 depute <b>full time site supervisor</b> from PMC firm. Such supervisor must have <b>degree in civil engineering and minimum site experience of 5 years</b> to guide the contractor for proper execution of the work as per the specification of the work.</li> <li>• The PMC shall engage consultants in the field of structural work, electrical work etc</li> <li>• The PMC 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>PROPORTIONAL RELEASE (Certain percentage of actual cost of works done as per Running Bills and Final Bill submitted by the contractor)</b>

**NOTE:**

- 1) The Architect shall be responsible for overall quality and speed of work. This work will be monitored by Central Technical Examiner of Central Vigilance Commission and has to be done in accordance with the rules framed by CVC from time to time.
- 2) The retention money of 10% will be retained from the PMC's bill and shall be released only after satisfactory completion of the defect liability period of 1 year and after the queries (if any) are replied properly and accepted by CVC/CTE.
- 3) Income Tax will be deducted from the bills of Architect as per the rules in force from time to time.
- 4) To explain any queries raised by Independent External Monitor and appear before them in person, if required.

**20 SCORING MODEL: (QCBS)**

**20.1 (Evaluation of Technical bid)**

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:

<b>S. No.</b>	<b>Criterion</b>	<b>Evaluation Criteria</b>
<b>A</b>	<b>Technical Manpower</b>	<b>30 marks</b>
(i)	Presence of in-house professionally qualified staff in the PSU in indicative categories	
	Civil Engineers	Max.20 marks Civil Engineers (Min. Qualification - B. Tech/B.E) <ul style="list-style-type: none"><li>• 10 and Above : 20 marks</li><li>• 5 and above : 12 marks</li><li>• 3 and above : 06 marks</li><li>• Less than 3 : 00 marks</li></ul>



	Structural Engineers on roll	Max 10 marks Structural Engineers (Minimum Qualification – B. Tech) <ul style="list-style-type: none"> <li>• Above 02 Structural Engineers : 10 marks</li> <li>• Between 01 to 02 Structural Engineers: 5 marks</li> <li>• Less than 1 Structural Engineer : 0 marks</li> </ul>
<b>B</b>	<b>Methodology , Understanding of Project and presentation on Concept Design</b>	<b>25 Marks</b>
	a. Technical approach and Methodology (Please attach the detailed write-up) b. Work Plan (Please attach the detailed write-up) <b>(The company may or may not ask for presentation)</b>	15 marks  10 marks
<b>C</b>	<b>Past Experience of the firm</b>	<b>40 marks</b>
I	Experience in similar works during last three years : Projects successfully completed	Max.40 marks i) 24 Marks (60% marks) for minimum eligibility criteria ii) 40 Marks (100% marks) for twice or more the minimum eligibility criteria or more.
<b>D</b>	<b>Financial Capability</b>	<b>5 marks</b>
i)	Average Annual Financial turnover (AAFT) in last Three financial Years.	Max.3 marks i) 0 Marks for AAFT less than 30% of the estimate. ii) 2 Marks for AAFT 30% to 60% of the estimate. iii) 3 Marks (100% marks) for AAFT 60% or more of the estimate.
ii)	Average Annual Profit (before tax) in last three financial years	Max. 2 marks <ul style="list-style-type: none"> <li>• Less than 3 lac: 0 marks</li> <li>• Between Rs. 3-5 lac: 1 marks</li> <li>• Above Rs. 5 lac: 2 marks</li> </ul>
	Total	<b>100 Marks</b>

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid. *It is compulsory to submit CVs of the above mentioned technical staff (Civil engineers, Electrical engineers, Architect).The CVs of the team members should be included in the proposal along with documentary proof of qualification and experience, written consent (duly signed).Please note that Maximum age limit for team leader(s) shall be 65 years, while for all staff and field technical*

staff, it shall be 60years.

- b) The evaluated Bid will be given a **Technical Score (TS)**. **The minimum technical score required to qualify technical evaluation (Stage – I) is 50%.** ***A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score.*** OWNER will notify bidders who fail to score the minimum technical score about the same and the Financial Bids of such failed bidders will not be opened.
- c) Owner will notify the bidders who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids. The notification may be sent by registered letter, facsimile, or electronic mail.

## **20.2 Opening and Evaluation of Financial Bid:**

***The Financial Bids will be opened only of those bidders who secure 50% marks and above in technical bid (Stage – I).*** The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in Rs. only. The financial bid is **excluding GST** under the Applicable Law of the land.

***Please note, should there be any increase in the scope of work arising out of any act of omission or commission on the part of the consultant, the fees quoted in the price bid will remain the same.***

## **20.3 Award of contract:**

Selection of Bidder for Award of Work: The final selection of the tenderer for the award of work will be based on the scores secured by it in the Technical bid (Stage-I) and the price quoted by it in the financial bid (Stage-II) as detailed below:

- i) 80% weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage -I).
- ii) 20% weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**.

Financial score of the proposals will be determined using the following formula:  
$$FS = 100 \times (FL/F)$$

Where,

'FS' is the financial score of an applicant,

'FL' is the lowest Financial Proposal among all and

'F' is the financial proposal of the particular applicant.

- iii) For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80 % for the Technical Score (Stage - II) (TS) and 20% for Financial Score

(FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.80 + FS \times 0.20.$$

Tenderers will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer H 1 would be eligible for award of work.

## ANNEXURE-1

**TO WHOMSOEVER IT MAY CONCERN (On the letter head of principle firm/ employer)**

This is to certify that **M/s. [NAME OF THE FIRM], [ADDRESS OF THE FIRM]** were selected as Project Management Consultants. Under their supervision, the overall work has been completed satisfactorily with details as under: -

NAME OF WORK	
SCOPE OF WORK	
TYPE OF PREMISES	
WORK ORDER NO & DATE	
ESTIMATED VALUE OF WORK	
ACTUAL VALUE OF WORK DONE	
IN CASE OF INCREASE IN THE ACTUAL VALUE OF WORK DONE, WHETHER THE INCREASE IN COST WAS DUE TO UNDERESTIMATION BY PMC. REASON FOR INCREASE IN COST IN DETAIL	
STIPULATED TIME OF COMPLETION	
ACTUAL TIME OF COMPLETION	
COMMENCEMENT OF EXECUTION	
COMPLETION OF EXECUTION	
IN CASE OF DELAY IN PROJECT, WHETHER ANY PENALTY WAS LEVIED ON PMC	
PMC CHARGES	
REMARKS	

Thanking You,

[SIGNATURE AND STAMP OF CERTIFICATE ISSUING AUTHORITY]

## **ANNEXURE-2**

### **Financial Bid**

From:

To,  
Chief Manager  
Estate Department  
The New India Assurance Co. Ltd  
Head Office

**Sub: Financial Bid for Structural Repairs of buildings of Mayfair Complex located at Little Gibbs Road, Malabar Hills, Mumbai**

Dear Sir,

In response to bid document for the above work, we hereby quote our Fee in lump-sum toward Project Management and Consultancy Services, Supervision for Structural Repairs of buildings of Mayfair Complex located at Little Gibbs Road, Malabar Hills, Mumbai as per the scope defined in the tender documents as under:

<b>S. No.</b>	<b>Particulars</b>	<b>In Figure (Rs.)</b>	<b>In Words</b>
1.	Fee in lump-sum toward Project Management and Consultancy Services, Supervision for Structural Repairs of buildings of Mayfair Complex located at Little Gibbs Road, Malabar Hills, Mumbai		

**Note:**

- 1. The Company reserves its right to demand financial appropriation and proper justification if the quote submitted is found out to be unreasonably low and financially unsustainable. The Company reserves its right to reject/disqualify any such bids in case proper justification is not submitted.**
- 2. Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.**
- 3. 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 and accepted by CVC.**

(Signature, name and Designation of authorized person  
with complete address of Consultancy Agency/  
Organization)

(Please affix seal)

**ANNEXURE-3**

**(On Bidders Letter Head)**

**Form of Bid Security Declaration (To be submitted by MSME bidders)**

To,  
Chief Manager  
Estate and Establishment Dept,  
Head Office,  
The New India Assurance Co Ltd,  
87, M.G. Road, Mumbai:-400001

**Name of Work: Project Management and Consultancy Services, Supervision for Structural Repairs of buildings of Mayfair Complex located at Little Gibbs Road, Malabar Hills, Mumbai**

I /We understand that this Bid Security Declaration is in lieu of Bid Security (EMD) and I/We accept that if the bids are withdrawn or modified during the period of the validity, I will be suspended for three years from the date of issue of the suspension order.

Signature  
(Please affix seal)

Name of the Firm:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## **ANNEXURE-4**

### **INTEGRITY PACT (Submission Mandatory)**

The Integrity Pact (IP) duly signed by the authorized official of NIA and the PMC, will form part of the contract / supply order. Performa of the IP is enclosed along with the tender document (Annexure-9) and shall be returned by the bidder along with the technical bid, duly signed by authorized person. All the pages of the IP shall be duly signed by the same authority. Bidder's failure to return the IP along with the bid, duly signed may lead to outright rejection of such bid. Shri Bishwamitra Pandey, IRAS (Retd.) and Shri Rais Ahmad, IOFS (Retd.) are the Independent External Monitors (IEM) at NIACL.

### **INTEGRITY PACT**

**(Should be on Rs.100/- stamp paper)**

INTEGRITY PACT Between The New India Assurance Company Limited (NIA) hereinafter referred to as "The Principal", and ..... hereinafter referred to as "The Bidder/ Contractor"

#### **Preamble**

In order to achieve these goals, the Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

- (1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/Contractor(s) which term shall include Vendor(s)/Agency(ies)/Sub-contractor(s ) if any, etc.**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - iii. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - iv. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only. The "Guidelines on Indian Agents of Foreign Suppliers" is placed at page nos. 6-7.
  - v. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3- Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

The "Guidelines on Banning of business dealings" is placed at Page nos. 8-15.



#### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs her/his functions neutrally and independently. It will be obligatory for her/him to treat the information and documents of the Bidders/Contractors as confidential. S/He reports to the Chairman cum Managing Director, New India.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, s/he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of NIA within 8 to 10 weeks from the date of reference or intimation to her/him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD, NIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, NIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner
8. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of NIA.

### **Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as notices need to be made in writing.

- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**ANNEXURE-5**

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

To,  
Chief Manager  
Estate and Establishment Dept,  
Head Office,  
The New India Assurance Co Ltd,  
87, M.G. Road, Mumbai:-400001

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 3 years.

Signature  
(Please affix seal)

Name of the Firm:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_