



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

NOTICE INVITING TENDER

Tender No. 11/Estate/HO/ 2024-25

Dt. 19/07/2024

Re: Demolition and Comprehensive Design Engineering, Construction & Furnishing of 04 nos. of buildings of New India Assurance located at Andheri (W) and Malad (W)

The New India Assurance Co. Ltd. invites On-line tenders in two bids system from eligible Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works or any other Central / State Government organisation /PSU which may be notified by the Ministry of Urban Development (MoUD) for such purpose, **as per amended GFR 133 (3), for Demolition and Comprehensive Design Engineering, Construction & Furnishing of following properties**

- Corporate Training College located at 34, CD Burfiwala Marg, Andheri(W), Mumbai-400 058.
- 'A' building located at 34, CD Burfiwala Marg, Andheri(W), Mumbai-400 058
- 'C2' building located at 34, CD Burfiwala Marg, Andheri(W), Mumbai-400 058
- New India Staff Quarters located at Usha Colony, Evershine agar, Malad(W), Mumbai - 400 064

The EXECUTING AGENCY shall be selected/appointed on the basis of **Quality-cum-cost based selection** system (QCBS) as defined in the tender documents:

1.	Principal		The New India Assurance Co. Ltd
2.	Estimated Cost of Project	:	Rs. 136 Crore (appx) plus taxes
3.	Completion Time	:	30 Months
4.	Cost of Tender Document (In the form of DD/Pay order payable to The New India Assurance Co. Ltd payable at Mumbai)	:	Rs. 10,000 (Non Refundable) DD must reach to Estate Department, 6 th floor, New India Assurance Building, 87 MG Road, Fort, Mumbai-400 001on/before last date of submission of tender. Soft copy to be uploaded on portal.
5.	Bid Security in the form of Bank Guarantee/DD/Pay order (EMD)	:	Rs. 40 lacs (refundable) - Bid security must reach to the Estate Department before last date of submission of tender. Soft copy to be

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दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड, मुंबई (प्र.का.)
THE NEW INDIA ASSURANCE CO. LTD. MUMBAI (H.O.)



			uploaded. BG, if submitted shall be valid till 8 months from the date of issue in the form given in Annexure-VII. Bid Security to be refunded to the successful bidder after expiry of Defect Liability Period. Bid Security to be refunded to unsuccessful bidder within 30 days of award of the contract to successful bidder.
6.	Last Date of Down loading Tender	:	12/08/2024
7.	Last date and time for submission of online tender	:	12/08/2024 till 03:00 PM
8.	Pre - bid meeting	:	25/07/2024 at 11:00 AM at New India Assurance Head Office Building, 87, MG Road, Fort, Mumbai.
9.	Date of opening of Technical Bid	:	13/08/2024
10.	Date of opening of Financial Bid	:	To be intimated later.

Tender to be submitted on our e-procurement portal

<https://tenderwizard.com/NIAEPROC> only. No other mode of tender submission shall be accepted. Only following documents, in original, must reach the department before last date of submission of tender:

- Cost of Tender Document/other certificates for claiming exemption in tender cost
- Integrity Pact

No other documents, other than above, in hard copy shall be accepted. Please refer "SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING" for more details.

If bidders have any query, same may be sent to vandana.kamath@newindia.co.in before per-bid meeting. All queries shall be resolved in pre-bid meeting.

'Principal' reserves the right to accept or reject any or all tenders without assigning any reason thereof.

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TIME LINE OF THE PROJECT (PROJECT PERIOD -30 MONTHS)

EVENT SNo	EVENT DESCRIPTION	DURATION (MONTHS/DAYS)
1	a. Bid Acceptance and Issue of Letter of Intent (Executive Agency)	Date--
	b. Submission of PG (Executive Agency)	
2	Signing of the Contract Agreement (with Executive Agency)	0.5 month from event 1 (15 days)
3	Approval of Statutory Authorities	3 months from event 2
4	Submission of Design, Drawing and Estimation by the Executing Agency	1.5 months from event 3
5	Tender for selection of Builder (contractor)	21 days
6	Award of work to the Builder (contractor)	9 days
Total 6 months upto event 6		
7	Release of Initial Deposit to the Executive Agency	7 days from event 6
8	Demolition Starts	[24 MONTHS]
9	Demolition Completes	
10	Construction Starts	
12	Construction Completes	
13	Refurbishment Starts	
14	Refurbishment Completes	
15	Submission/possession of Occupancy Certificate (PROJECT COMPLETES)	
Total 6+24 = 30 months		
16	Defect Liability Period (Warranty Period)	24 months (2 years)
17	Special Warranty Period	96 months (8 years)

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Vinay
(Chief Manager)
Estate & Establishment Dept.
Head Office

Kaneth
(Chief Manager)
Estate & Establishment Dept.
Head Office

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Tender document with detailed terms and conditions is available on <https://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 <https://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 <https://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 triggered 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 (<https://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. 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 the Principal 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. The New India Assurance Co. Ltd (Principal) 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. Vendor 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 vendor 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. Principal will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the vendor due to local issues.
14. Vendor should take into account all the corrigenda published before submitting the bids online.
15. The vendor 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 the vendor 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 MSE. Please 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 Limited	9923972175
2	For Tender related Queries	The New India Assurance Co. Ltd	022-22708505/514/511

PROJECT SUMMARY

1. The New India Assurance Co. Ltd (NIACL) is in possession of following staff quarters
 - A. New India Staff Quarters, Andheri(W) :14 buildings in plot area of 30,786 sq. mt. located at 34, CD Burfiwala Marg, Juhu Lane, Mumbai – 400058. The NIACL is willing to redevelop this plot of land in phased manner. 03 nos. of building named **a)** Corporate Training College (CTC) (G+4), **b)** 'A' type building (G+4 with 20 nos of flat of 2 BHK) and **c)** 'C2' type building (G+4 with 40 flats of 1 RK) to be redeveloped. Executing agency (selected vendor) shall make **Master plan** for whole of plot area i.e. 30786 sqmt.
 - B. New India Staff Quarters, Usha Colony, Evershine Nagar, Malad(W), Mumbai- 400064: 04 nos. of G+3 building having 64 flats of 1 RK. Plot area is 1800 sq.mt. The Principal intends to build 2 BHK flats at this location with 1 floor for commercial use, if allowed by regulation.

The building is proposed to be constructed up to maximum permissible height having advance facilities for employee by adopting latest construction technology available in the Indian market for speedy construction. The design should confirm to use of maximum possible FSI permitted by local body and suitable foundation design to be accommodated. The proposed building should be senior citizen and differently abled friendly, energy efficient and should adhere to Green building norms. The design should also provide sufficient parking space. In the design, National Building norms, National Disaster Management norms and National Renewal Energy norms are required to be incorporated.

2. The bids are called for “**Demolition and Comprehensive Design Engineering, Construction & Furnishing of 04 nos buildings of New India Assurance located at Andheri(W) and Malad (W)**”. Land occupied by the CTC shall be redeveloped as Corporate Training College having facilities such as training centre, hostel accommodations, community hall, gymnasium, recreational facility etc. The competition in this tender shall essentially be only on the lump sum service charges to be charged by Executing Agency (selected vendor). The details of project are as under:

Project No.	Name of the Work	Location of land	Total Built-up area proposed to be constructed	Estimated Project Construction Cost
01	Demolition ,Design Engineering and Construction of 02 nos. of Residential Building and Corporate Training College at New India Staff Andheri(W), Mumbai	New India Staff Quarters, 34, CD Burfiwala Marg, Juhu Lane, Andheri(W), Mumbai -400 058	As per the maximum FSI available (Total Plot area: 30786 sq.mt. and area proposed for redevelopment is 3600 sq.mt. (appx.))	110 Crores (Exclusive of GST)
02	Demolition, Design Engineering and Construction of Residential Building at New India Staff Malad(W), Mumbai	New India Staff Quarters, Usha Colony, Evershine Nagar, Malad(W)	As per the maximum FSI available (Plot area : 1800 sq.mt.). TDR of the other site of NIACL can also be used as per the Development Control regulation. 01 floor for commercial use, if allowed by regulation	26crore (Exclusive of GST)

3. **The Executing Agency** (selected vendor) is responsible for the entire project. The activities of this agency may broadly be **categorized in two parts (i) direct activities** like design, drawing, supervision, preparation of price estimates, carrying out tendering and selecting the ‘builder’ for construction of building, advising to the principal, liaising with authorities,

obtaining clearances etc. and (ii) **indirect activities** like construction of building through the builder selected through tendering, liaisoning with authority through builder, furnishing of building through the builder, rectifying defects through builder etc.

The Executing Agency(selected vendor) is required to select and appoint a **'builder'** through tendering for carrying out the demolition, construction, furnishing works etc. of the building. (Activities as mentioned in (ii) above).

For the activities mentioned at (ii) above, the **executing agency(the selected vendor)** will be paid the **project construction cost (PCC)** to be charged by the builder to the executing agency. For the activities mentioned at (i) above, the executing agency(EXECUTING AGENCY) will be payable **lump sum service charges** which the bidder is required to quote in financial bid in response to this RFP.

The contract value is the total of project construction cost and lump sum service charges.(TCV= PCC+SC).

Information to Bidders (ITB)

1.0 **'The Principal'** willing to engage the services of Project Management Consultant (EXECUTING AGENCY) from amongst Central Public Sector Undertakings (CPSUs) / Public Works Organization (PWOs),eligible as per amended GFR 133 (3) of 2017 for Demolition &Comprehensive Design Engineering, Construction & Furnishing of following properties

- a) Corporate Training College located at 34, CD Burfiwala Marg, Andheri(W), Mumbai-400 058.
- b) 'A' building located at 34, CD Burfiwala Marg, Andheri(W), Mumbai-400 058
- c) 'C2' building located at 34, CD Burfiwala Marg, Andheri(W), Mumbai-400 058
- d) New India Staff Quarters located at Usha Colony, Evershine nagar, Malad(W), Mumbai – 400 064

Principal will select the Executive Agency on the basis of **Quality-cum-cost based selection system (QCBS)**.

2.0 Definitions

Unless context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

Sl. No.	Term	Definition
1	Bidder	The word 'Bidder' when used before award of the Contract shall mean the parties bidding against this RFP, and when used after award of the Contract shall mean the successful party (Executing Agency) with whom the Principal signs the resultant Contract for implementation of the Project.
2	Builder	Builder is the contractor selected and appointed by the Executing Agency to carry out the construction and furnishing of the building. Builder is to be selected through tendering process to be carried out by the Executing Agency.
3	Building	The buildings to be redeveloped at Andheri (W) and Malad (W) at given location by the Executing Agency as part of the project.
4	Contract	The Contract to be signed between the successful bidder(Executive Agency) and Principal together with any subsequent modifications, all Annexures, Schedules, documents incorporated by reference, the contents and specifications of the RFP and the proposal submitted by the successful bidder.
5	Date of Acceptance	The date on which possession of the building has been taken by the Principal upon handing over by Executing Agency (EXECUTING AGENCY) after the date of completion of construction & furnishing.
6	Date of completion of construction	The date of handing over of occupancy certificates from competent authorities allowing the principal to occupy and use the building under reference for its specified uses, as obtained by the Executing Agency after completion of construction of building and completion of all scope of work of the project in all respects (except the scope during warranty periods).
7	Date of start of warranty period	The date next to the date of acceptance.

8	Deliverables	The products, infrastructure and services to be delivered by the Executing Agency in the RFP and Contract and as proposed in the Proposal and all related documentation/designs/policies and guidelines.
9	Effective date of the Contract	The Effective Date of Contract will start from the date of signing of contract with the Executing Agency.
10	Executing Agency (EXECUTING AGENCY)	The successful bidder/vendor with whom the Contract for implementation of the project is signed and shall be deemed to include Executing Agency's agents, successors, representatives, permitted assigns.
11	Parties	The Principal and the Executing Agency collectively, for the purposes of this Contract and "Party" shall be interpreted accordingly according to the context therein.
12.1	Architect	Architect as appointed (contracted) by the Executive Agency
12.2	Performance Guarantee (Performance Security)	To ensure due performance of the contract, security to be obtained from the successful vendor (Executing Agency) being awarded the contract.
13.1	Project No. 01	Project No. 01 means the turn key project of <ul style="list-style-type: none"> a. Demolition of existing structures of Corporate Training College (CTC), 'A' type building, 'C2' type building and b. Comprehensive Design, Engineering, construction& furnishing of Residential Buildings in lieu of space occupied by the existing structure of 'A' type building, 'C2' type building including scope of work and services c. Comprehensive Design, Engineering, construction& furnishing of CTC located at 34, CD Burfiwala Marg, Juhu Lane, Andheri(W), Mumbai – 400 058 including scope of work and services.
13.2	Project No. 02	Project No. 02 means the turn key project of Demolition and Comprehensive Design, Engineering construction & Furnishing of 04 nos. of Residential Buildings on plot located at Evershine Nagar, Usha Colony, Malad(W), Mumbai – 400 064 including scope of work and services

14	Project Committee	The committee constituted by The New India Assurance Co. Ltd to carry out the tendering process and monitor the project after the selection of Executing Agency (EXECUTING AGENCY)
15	Project Construction Cost	Project Construction cost is the amount payable to the Builder for demolition, construction of building and includes cost for civil work, cost of equipment/items, supply, installation, electrical and furnishing work, warranty/ies etc. but does not include the cost of services of design, drawings, tendering, supervision, advisory etc. done by Executing Agency. It is also exclusive of GST.
16	Proposal / Bid	The Technical and Financial bids submitted for this project against this RFP.
17	PSU/ Organisation	Public Sector Undertakings set up by the Central or State Government to carry out civil or electrical works or any other Central/State Government Organisation/PSU notified by the Ministry of Urban Development for such purpose, as stipulated under Rule 133(3) of GFR, 2017 or any other organization experienced in undertaking turn-key projects.
18	Principal	The New India Assurance Co. Ltd which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns.
19	RFP	The Request for Proposal bearing reference no. 11/ESTATE/HO/2024-25 including its annexure(s) and any other documents/formats provided by the principal along with this RFP or issued during the course of the selection of successful bidder including corrigendum and clarifications.
20	Scope of Work/ SoW	The work and activities to be performed and materials to be provided by the Executing Agency and building to be constructed for delivering the duly completed Building to the Principal. Scope of Work also includes works and activities to be performed by the Executing Agency as provided in Section 4 of the RFP and as arising from other clauses of the RFP and Contract and includes the requirements and deliverables of the project.
21	Service Charges	It is the lump sum amount quoted by the bidder in financial bid for all the services required (except the items/services for which 'project construction cost' is payable) to completely deliver this project. For the purposes of this project, Service Charges includes cost of designs, demolition, drawings, tendering to select builder, supervision, advisory, Liaoning with local authorities, obtaining clearances&

		certificates and all related services.
22	Similar work	Construction of RCC frame building including internal water supply ,sanitary installation, internal electric installation, lift installation all executed under single agreement.
23	Total Contract Value	It is the total of Project construction Cost and Service Charges excluding GST
24	Work	Demolition and Comprehensive Design, Engineering, Construction & Furnishing (including civil work, electrical work, plumbing, furnishing, equipment, supply and installation, services).
25	CTE	Chief Technical Examiner
26	CVC	Central Vigilance Commission, Government of India
27	CAG	Comptroller& Auditor General, Government of India
28	Project	Project means <u>both Project 01 and Project02 together</u>
29	RFP	Request for Proposal
30	ITB	Instruction to Bidders
31	QCBS	Quality & Cost Based Selection

32	IEM	Independent External Monitors
33	TCV	Total Contract Value
34	PCC	Project Construction Cost
35	SC	Service Charge
36	Project Period (completion period)	Included tendering, liaising, selection of builder, demolition ,construction, furnishing, submission of occupancy certificate
37	Refurbishing works	Includes carpentry works, false ceiling works ,modular furniture works, civil works, electrical works, Public Address system works, CCTV works, fire alarm, AC works

3.0 Eligibility Criteria:-

3.1 As per clause 7.1 of this document.

4.0 SCOPE OF WORK

4.1 The Executing Agency is responsible for delivering the duly completed Project to the Principal on **turnkey basis** and shall start the work immediately after signing of the Contract. The Executing Agency will carry out following works:

4.1.1 The Executing Agency shall forthwith take possession of the site from the principal and shall nominate one “**Project Manager**” being a senior responsible B.E/ B. Tech civil engineer who is having minimum 10 years of experience with the Executing Agency for execution of the project.

4.1.2 The Executing Agency shall, wherever required obtain in writing approval of the local bodies and statutory bodies for the construction as contemplated in this RFP. However, the Principal shall help the Executing Agency to the extent of writing letters to

local bodies or statutory bodies regarding getting such approvals. The Executing Agency shall obtain all required certificates / clearances including for FSI, occupancy certificate from the competent authorities, for amenities viz. electrical, water, drainage etc. Liaising with statutory authority will also be responsibility of the executing agency

- 4.1.3** The Executing agency shall be responsible for demolition of existing structure and reuse/disposal of debris as per government norms. Contract period is inclusive of demolition of existing structure
- 4.1.4** The Executing Agency shall carry out the feasibility study including the applicable rules and norms and the geographical aspects. Rules and norms include the ones which are issued by Central / State / Local Government and bodies. Geographical aspects include location of the land, vegetation on land, surroundings of the land and the impact thereof, preliminary survey, soil investigation, water level etc.
- 4.1.5** Since redevelopment in Andheri (W) is in phased manner, the Executing Agency shall have to take into consideration the existing utilities viz. plumbing, electricity, CCTV, intercom, sewerage lines etc. while making **the master plan**.
- 4.1.6** The Executing Agency have to carry out a fresh soil testing done as the responsibility lies with the Executing Agency.
- 4.1.7** The Executing Agency shall depute a reputed architect firm/company as part of the Executing Agency's team. The project is an ambitious project of the Principal and is on a land which is located at one of the most prime locations in Mumbai. The Executing Agency shall propose 3 suitable architect firms/companies to the principal and one shall be finalized with the concurrence of the principal after considering their profile, work experience, preliminary proposal of building design etc. Each of the 3 architects firm / company to be proposed by the Executing Agency should meet the following minimum conditions of experience as architect firm/company as on **30.06.2024**.

For project No. 01 :(a) successfully completed minimum three multi-story (at least G+8) residential project in India of **minimum carpet area of 30,000 square feet each**, and (b) Minimum 10 years of experience.

For Project No. 02 : (a) successfully completed minimum one multi-story (at least G+8) residential project in India of **minimum carpet area of 30,000 square feet**, and (b) Minimum 10 years of experience

- 4.1.8** The Executing Agency (including architect) shall carry out all work pertaining to designs, drawings, etc. for all buildings, services and development works. 3D walk-through along with maps etc. shall also be prepared.
- 4.1.9** The Executing Agency / Architect shall collect various information and professionally prepare a thorough, informative and detailed 'design brief document' in a manner also understandable by non- experts.
- 4.1.10** The information to be considered and incorporated in design may include / be derived from basic requirement of residential quarters viz. safety, pleasantness of building, disabled friendliness, structural safety, special components required in building, installation of solar panels, fire safety, distribution of various components on various floors, geographical factors, applicable govt. norms etc.
- 4.1.11** The Architect firm/company shall also deploy the following suitably experienced engineers for the project. They will be deployed for the periods as per the need of the project.
- 4.1.12 Structural Engineer/s:** He/they will consider the impact of geographical factors like wind, earthquake zone etc. and also factors like 'disaster management', 'disabled friendliness', sustainability factors, environment impact, design brief, functional requirements of the Principal and design the structure of the building accordingly. He / they would ensure that the proposed structural design and system of the building is as per / meet the applicable local norms.
- 4.1.13 Engineer/s for Building Services:** This engineer is required to design the building services such as water & plumbing, electrical systems, mechanical systems, lighting, air conditioning, lifts, telecoms etc. in a cost-effective and energy efficient manner and also keeping in mind the ease of use and least level of maintenance.
- 4.1.14 Landscape Engineer/s Or Landscape Architect/s:** Landscape engineer/s is expected to be involved in the early stage of the design of the project. He should study/contribute in the proposed building structure and also study the natural factors and design the site considering the applicable factors like functionality, government regulations and environmental impact.
- 4.1.15 Interior Designer:** Interior designer/s will design the interiors of the building in a pleasant manner and keeping in view the ease of use for the occupant. The design should require less maintenance.

- 4.2 All the designs and colour and features etc. would be finalized / amended as per decision/approval of the Principal.
- 4.3 The Executing Agency shall get the proof checking of the structural design of the building / project from a reputed institute. Such institute shall be from empanelled institute and shall be finalized in consultation with the principal.
- 4.4 The Executing Agency shall carry out estimation of bill of quantities for the scope of work including civil, electrical, sanitary and plumbing works including the external services & area development and submit a price estimate prepared as per CPWD PAR (Plinth Area Rates).
- 4.5 Architect firm/company will also deploy a sufficiently experienced person having knowledge of local building regulations person to obtain building permissions from government / local authorities.
- 4.6 The Executing Agency shall invite tenders after due publicity for selecting a builder and award the work for project to the builder. The tendering process for selecting the builder including the eligibility conditions for the prospective bidders, products specifications; shall be carried out by the Executing Agency following CVC guidelines, General Financial Rules, 2017 and other applicable central government norms along with its own documents/ manuals. The Executing Agency shall ensure sufficient competition amongst the bidders and amongst the products.
- 4.7 The Executing Agency shall prepare a detailed action plan and roadmap with timelines and update the same from time to time in order to ensure quick and timely completion of the project. The Executing Agency shall use modern technological tools/programmes in this regard. The project shall be monitored as per Critical Path Method (CPM) or PERT chart which shall be submitted by Executing Agency within **60 days** of execution of contract.
- 4.8 The Executing Agency shall render professional and objective advice to the Principal from time to time. The Executing Agency shall also assist the principal in any reporting / compliance being done by the principal.

- 4.9 The Executing Agency shall supervise, monitor, and be responsible for the works and activities being carried out by the architects, builder and other sub-contractors (if any).
- 4.10 The Executing Agency shall deliver the duly completed building(Project i.e. project 01 and project 02) along ;with all duly completed civil, electrical and furnishing work like electrical installations, air conditioning, furniture, lighting, electric sub-station, carpeting/flooring, plumbing, lifts, fire sensors and fire fighting equipments, storage, ready to occupy rooms, CCTVs, recreation equipments, Sewage Treatment Plant (STP), security system at building entry points, parking infrastructure, common facilities etc.
- 4.11 Warranty: The Executing Agency is required to provide all services as specified during the warranty period, which is one year from the date of acceptance of project.
- 4.12 The work shall be carried out as per the directions of the Principal/Project Committee.

4.2 DUTIES AND RESPONSIBILITIES OF BUILDER

- 4.2.1 The primary responsibility of the project would remain with the Executing Agency.
- 4.2.2 The Executing Agency shall contract the construction work including the site preparation, procurement, demolition, construction, installation, commissioning, furnishing, servicing etc. to the builder.
- 4.2.3 Site office shall be constructed by the Executing Agency/builder of appropriate size as per the requirements. The site office shall also provide an office room with attached bathroom for use of Principal and/or its nominee.

4.3 REPORTING AND ACCOUNTING

The Executing Agency shall give periodically (but not later than once a month) copies of the expenditure certified by its representative, on the project, for reimbursement of expenditure incurred from the funds advanced to the Executing Agency. On completion of work, the accounts of the work shall be closed and a final statement shall be submitted for settlement, along with refund of excess deposit received, if any, audited by a reputed registered Chartered Accountant. The Principal, reserves the right to get the work, and payments made ,technically

checked and audited periodically (at reasonable intervals) as well as final payment by its own officer/independent Govt. /Private agency.

SECTION 5: PAYMENT TERMS

5.1 SERVICE CHARGES:

5.1.1 The Principal will pay lump sum service charges* to the Executing Agency plus GST. The GST as applicable shall be charged to Service charges.

(* As mentioned in the financial bid of the successful bidder)

5.2 The Executing Agency shall raise the bills as per the following terms:-

5.2.1 **5%** of the Service Charges would become due upon finalization of designs, drawings and price estimates of the proposed building.

5.2.2 **5%** of the Service Charges would become due upon receipt of all approvals and clearances from Govt. / Local Authorities for construction of the proposed building.

5.2.3 **15%** of the Service Charges would become due upon finalization, selection and signing of contract with “builder” for the construction of building OR start of ‘**Project period**’, whichever is later.

5.2.4 Next **55%** of the Service Charges would become due to the Executing Agency in a quarterly manner after the start of the ‘**Project period**’ and will become due at the end of respective quarter in equal proportion.

5.2.5 Last 20% of the of the Service Charges would become due to the Executing Agency upon acceptance of the project by the Principal.

5.3 **10% of the bill value of the Executing agency shall be kept as retention from each bill by the principal till the expiry of the Defect Liability Period**

5.4 PROJECT CONSTRUCTION COST(PCC):

5.4.1 The Principal would provide **advance amount of 10%** of the project construction cost (PCC), herein after termed as ‘**Initial Deposit**’, after necessary approvals and clearances for construction are obtained by

Executing Agency from the statutory authorities. The Executing Agency is required to use the money exclusively for the project and in the best interest of the project. This **advance / initial deposit shall be deducted/adjusted proportionately from amount of Project Construction Cost (PCC) to be paid.** This deduction/adjustment shall not be started during the payment of first 50% amount of the project construction cost (PCC) and the entire initial deposit would be deducted/adjusted proportionately in the payments of next 50% of the project construction cost(PCC)

- 5.4.2 RA Bills would be raised for the construction work on regular intervals.
- 5.4.3 Pre-final bill on the un-audited accounts shall be submitted within two months of actual completion of work. When the accounts of the Executing Agency have been audited, **final bill shall be settled within three months of its submission as far as practicable.**
- 5.4.4 **Any money paid in advance including the initial deposit shall be secured by a Bank Guarantee** of Schedule Commercial Bank to be furnished in advance by the Executing Agency in favour of the Principal.
- 5.4.5 The payment by the Principal shall be made by transfer of funds in a separate dedicated interest earning Bank Account to be opened in any one of the Nationalized Banks. The interest earned on the same shall be owned by the Principal. The terms of such account will be mutually decided by the principal and the successful bidder (the appointed executing agency) and any required agreement will be signed between the principal and executing agency.
- 5.4.6 The Executing Agency shall give in writing the budget of the funds required in proportion to the work to be done during the next year as required by the principal from time to time. Funds requirement for next year before close of each year shall be furnished during third quarter of each financial year.

5.5 No escalation in the Project Construction Cost or Service Charges will be allowed during the completion of the project. The prices once accepted by the Principal shall remain valid till the contract remains in force. The Principal shall not entertain any increase in the prices during the period. Any compensation / liquidated damages levied by the Executing Agency due to non-fulfilment of any clause of the contract by the builder or any such recovery from the builder for bad work or delay or for any other reasons whatsoever shall be passed on to the Principal.

5.6 Principal will deduct such tax at sources as per the rules and issue necessary certificates to the Agency.

5.7 The Principal shall have right to deduct any amount payable / owed by the executing Agency to the Principal from the bills.

SECTION 6: PROJECT PERIOD

6.1 The Executing Agency shall execute the project in time bound manner within 30 (Thirty) months of date of start of the **Project Period** and complete all scope of work (excluding scope of work during warranties' period) within this period and hand over the duly completed building along with land in ready-to-occupy condition to the Principal within this period.

6.2 The **Project Period** shall start from the latest of the following:-

- a) Date of approval of design/drawings from statutory authorities.
- b) Date of release of Initial deposit.
- c) Date of handing over of hindrance free land for construction.

This date of start shall be known as Date of Start of Project Period.

However, the **Project Period** as mentioned above may be extended by the Principal if the delay in the project's completion occurs solely due to reasons neither attributable to Executing Agency nor to the builder contracted by the Executing Agency and which has been timely and duly intimated to the Principal in writing from time to time.

6.3 The Principal and Executing Agency shall mutually decide the **timelines** for various milestones to be achieved by Executing Agency during the above stated period of 30 months. **The Executing Agency shall submit a detailed proposal in this regard to the Principal.**

6.4 Within the total period as previously mentioned, the Executing Agency shall take up the work in such a manner as to make available the accommodation or the work constructed for the use in a reasonable and phased manner.

6.5 The Executing Agency shall send completion report with drawings and maintenance schedules to the office of the Principal in writing within 90 days from date of acceptance.

SECTION 7: TERMS AND CONDITIONS

7.1 PERFORMANCE GUARANTEE / PERFORMANCE SECURITY:

- 7.1.1 The successful bidder (Executing Agency) who is awarded the contract is required to submit guarantee provided by a scheduled commercial Bank in favour of the Principal in format provided by the principal.
- 7.1.2 The amount of **First Performance Guarantee (FPG)** is Rs. 1.36crore which is 1% of estimated project cost.
- 7.1.3 This performance Guarantee shall be valid from the **effective date of the Contract till sixty days** after the completion of all contractual obligations of the Executing Agency including warranty obligation (excluding the special warranty). **This performance guarantee is required to be provided before signing of contract.**
- 7.1.4 **Second Performance Guarantee (SPG)** is also required to be provided by the Executing Agency before expiry of 12 months of warranty period. This performance guarantee shall be valid from the effective date of the start of the **special warranty period** till sixty days after the completion of obligations of special warranty. **The amount of second Performance Guarantee is Rs. 20 lakhs.**
- 7.1.5 **Performance guarantees** can be provided **in the form of Bank Guarantee** from a scheduled commercial bank. The format of the Bank Guarantee shall be as per the decision of the Principal. **(Note: If the PSU/Govt. Organisation is exempt from submitting Performance Guarantee / Performance Security then notification/circular/instruction of Government in this regard needs to be submitted.)**
- 7.2 The Executing Agency shall be fully responsible for the structural safety of the building against seismic forces and follow on the relevant BIS Code in this respect. Latest methods of design of high rise structures shall have to be followed in deciding the structural frames of the building. Wind actions, sea impact etc. shall also be considered, if found necessary to conform to the requirements of the BIS Code.
- 7.3 The Service of additional proof consultant may be utilized, if required, by the Principal for counter checking of the design/drawings submitted by the Executing Agency. **The services of the proof consultant shall be arranged by the Principal at its own cost.**

7.4 The Executing Agency will make its best endeavour to ensure quality and standard within the reasonable estimate.

7.5 WARRANTY:

7.5.1 The Executing Agency shall be responsible for proper structure, structural safety, quality, workmanship, functioning and liability of the building constructed. This also includes warranty for all equipment, fixtures, machines etc. installed for a period of twenty four months from the date of acceptance.

7.5.2 Any defects discovered / arising during the period aforesaid shall be rectified by the Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects within a reasonable period, the same may without prejudice to any other rights available to it in law, be rectified by the Principal for and on behalf of the Executing Agency and at the cost and expenses of the Executing Agency, after due notice to it.

7.5.3 Defects would include malfunctioning, below normal performance, cracks including wall cracks and roof cracks, dampness, defective or faulty electrical wiring or lighting, defective or faulty plumbing, inadequate drainage systems, faulty ventilation, faulty cooling or heating systems, insufficient insulation, defective sound proofing, and also inadequate fire protection suppression systems etc. It would also include other/ancillary issues like fungus, or termite infestation when arising as a result of other defect. The rectification is required to be carried out in such a manner so that such defect do not recur / repeat in the long term.

7.5.4 Performance guarantee of the Executing Agency shall be refunded only after expiry of such a warranty period and rectification of defects.

7.5.5 The Principal shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Principal to the Executing Agency.

7.5.6 The Executing Agency shall carry out examination of structural safety, quality, workmanship, functioning etc. of the building constructed including all equipments, machines etc. every two months during the warranty period. The report in this regard shall be submitted to the Principal within 10 days of completion of each such 2months.

7.6 SPECIAL WARRANTY:

- 7.6.1 The Executing Agency shall be responsible for waterproofing and associated structure etc. for an **additional period of 96 months (Ninety-Six months) from the date of expiry of warranty of twenty-four months** as mentioned in paras above.
- 7.6.2 Defects during this period would include water / dampness / seepage related malfunctioning, below normal performance, cracks etc. It would also include other/ancillary issues like fungus, or termite infestation when arising as a result. The rectification is required to be carried out in such a manner so that such defect do not recur / repeat even after warranty period is over.
- 7.7 The Executing Agency shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the successful completion of the project.
- 7.8 The Executing Agency shall follow the latest standard CPWD specifications and the latest BIS specifications and codes of practices as applicable. The **Executing Agency** shall follow the latest GRIHA rating system (Green Rating for Integrated Habitat Assessment). The Executing Agency shall obtain the relevant certificate of rating for the project. As per current applicable norms, the Executing Agency shall ensure that **minimum GRIHA-3** rating is achieved for the project.
- 7.9 The Principal will have the right to inspect the quality of material and workmanship at any point of time and ask the Executing Agency to take corrective steps if any work is not found to the satisfaction of the principal.
- 7.10 CTE/CVC liability/responsibility will lie with the Executing Agency.
- 7.11 The **Executing Agency** shall be fully responsible for observation of and compliance with all labor and other laws applicable in the matter and shall indemnify and keep indemnified the **Principal** against effect of non- observance of and non-compliance with any such laws.
- 7.12** The Executing Agency shall supply soft copies and hard copies of site plan, soil investigation report, layout plan, all buildings plans (architectural as well as structural) all services plans and any other designs and detailed drawings required for the execution of the project, as well as the specifications for all items of work, detailed description of item of work, bills of quantities along with copies of details of measurement to the principal. Principalship of all such documents, drawings, design, plans etc. shall vest with the Principal.

- 7.13 The Executing Agency shall provide necessary assistance to the Principal in arranging water, sewerage and electricity connections from the concerned authority for which it will obtain estimates from concerned authorities. These amounts as per estimates will be deposited by the Principal directly with the concerned authorities. The Executing Agency shall liaison with such concerned Authority.
- 7.14 The Executing Agency shall clear the site of materials etc. within one month from the date of completion failing which the Principal shall dispose it off in the manner deemed fit by the principal.
- 7.15 The Executing Agency should have office in the Mumbai or shall set up office in Mumbai within 30 days of signing of the contract.**
- 7.16 The resultant contract will be interpreted under Indian Laws.

Section 8: RESPONSIBILITIES OF THE EXECUTING AGENCY

- 8.1 Subsequent to signing of the agreement, the Executive Agency shall take possession of all encumbrances free site from the Principal and shall nominate a responsible builder for execution of the project under intimation to the Principal.
- 8.2 The planning, designing of the project shall be done by the Executing Agency. The Executing Agency shall carry out survey and geo-technical investigations necessary for designing as per the relevant BIS codes and CPWD specifications. The Executing Agency shall prepare detailed estimates, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from the Principal. While detailing the scheme, the Executing Agency shall provide only those requirements, which can be accommodated within approved estimated cost, as per priority decided mutually between the Principal & the Executing Agency.**
- 8.3 The Executing Agency shall prepare preliminary estimates of cost of the various items of work as required by Principal on CPWD plinth area rates (where ever applicable) enhanced by the cost index of the area and market rate analysis for items which are not included in CPWD, PAR, to be worked out as per standard methods.
- 8.4 The Executing Agency should submit to the Principal, at least three architectural and concept design of the building in line with the requirements of the Principal, with the cost benefit analysis, energy efficiency analysis and intelligent features of each design and Architect provided by the Executing Agency should be the domain expert, well qualified and should have adequate experience of similar projects..

- 8.5 Building should be seismic resistant as per the local norms and requirement, lightning arrester, green energy efficient, barrier free and PWD friendly. It should achieve at least three star GRIHA rating with all the efforts to improve for the higher ratings.
- 8.6 The Executing Agency shall execute the works at sanctioned cost inclusive of agency charges for project management and planning, designing, consultancy services. In case at detailed design/ execution stage, if there is an increase in the In-Principle approved cost, the Execution Agency shall submit the details of the same with the supporting documents and technical/ administrative justification to the Principal.**
- 8.7 The Executing Agency shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing builder.
- 8.8 The Executing Agency shall invite the open tenders or tenders from the short listed pre-qualified builders meeting prequalification criteria for different packages for completion of the project.
- 8.9 EXECUTING AGENCY shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- 8.10 The Executing Agency shall be fully responsible for the timely completion, the quality and structural safety of the construction.**
- 8.11 Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by the builder appointed by the EXECUTING AGENCY . EXECUTING AGENCY shall ensure that in the event of the failure on the part of the builder, the same may without prejudice to any other rights available to it in law, be rectified by the Executing Agency at the cost and expense of the builder.
- 8.12 The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- 8.13 The project shall be monitored as per CPM or PERT chart which shall be submitted frequently (not less than 1 Month) from the start of the project and site photographs should be provided to the Principal.
- 8.14 The Executing Agency shall **utilize the contingency @ 3% as included in the project cost estimates** for the unforeseen in the project and cannot be used for the expenses to meet work-charged establishment, staff salary, construction of site office, engagement of watch & ward staff, material testing, etc.
- 8.15 The Executing Agency shall indemnify and keep indemnifying the NIACL/principle against the losses caused due to non-observance of the labour laws.

Section 9: RESPONSIBILITIES OF THE PRINCIPAL

- 9.1 The Principal shall demarcate and make available the site for individual project free of all encumbrances or charges.
- 9.2 **The Principal shall exercise its responsibility as the Principal of the Project** by signing the drawings required for Statutory Authorities and also by giving necessary authorization to the Executing Agency to secure approvals from local bodies or statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, the Principal shall help the EXECUTING AGENCY to the extent of writing letters to local bodies/statutory authorities regarding getting such approvals.
- 9.3 The Principal or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the Principal are found, shall be rectified by the Execution agency at their own cost.
- 9.4 The Principal shall release the funds/payment within 21 days of submission of reimbursement invoice by the Executing Agency.
- 9.5 The Principal shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

Section 10: PAYMENT TERMS

- 10.1 a) The Executing Agency shall work on "**Deposit work basis (recoupment of the expenditure made by the Executing Agency on the work as per Monthly Expenditure Statements (MES) in a form similar to CPWD form 65 (Account of Deposit Works)**" for this project on behalf of principal and shall be paid the actual cost of work plus the quoted Fee thereon for Project Management, Supervision, and Services including Architectural Services for planning, designing, and Consultancy Services **excluding GST**. The GST as applicable on implementation of works shall be charged to Project cost. While submitting the MES and placing the demand for release of funds in the form of recoupment of the monthly expenditure already incurred on the work, the Executing Agency will also submit a comprehensive report on progress of physical completion of various activities and milestones vis -a-vis earlier planned activities/milestones for overall completion.
- 10.2 The expression '**actual cost of works**' shall include the following: Actual cost of work will be considered part of Project Construction Cost.
- a) **All the final payments made to the builder(s), supplier(s), agency as agreed upon in the tender** for the construction of all the buildings, services, related facilities etc.

- b) **All costs of materials acquired** for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Principal.
- c) **Actual cost of site survey, soil testing charges, laboratory** charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- d) **The cost towards vetting of design/drawings from any reputed/IIT Institute** and/or their services for consulting any matter concerning the project.
- e) **All liabilities of the Executing Agency payable to the builder/ contractors/ Sub-Contractor, suppliers and other agencies to the extent these** falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the Executing Agency as balance payment against final bill of these agencies.
- f) GST shall be reimbursed to the Executing Agency. **If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on works contract is imposed by the Statute after the date of opening of the tender but within the original date of completion extended for reasons not attributable to the Executing Agency and the Executing Agency thereupon properly pays such taxes/cess, the Executing Agency shall be reimbursed the amount so paid.**
- g) **All liabilities arising out of any court decree or arbitration award** and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the principal in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/suits between the Principal and the Executing Agency, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the Principal, the same shall not be taken into account for the purpose of calculating the Service charges except for such costs which as a result of an order/judgment/decreed have resulted in some form of addition or variation in the Project work.

10.3 The actual final cost of work shall not include:

- a) Cost of land.
- b) Cost paid by the Principal to local Government or any other statutory body or bodies for getting approvals for the project etc.

10.4 The Principal shall give initial deposit of 10% (Ten percent only) interest free advance of the estimate cost on signing of the Agreement. This initial deposit would be retained by the executing agency for adjustment against the last portion of the estimated expenditure.

10.5 The Principal will further give 10% (Ten percent only) interest free advance of the awarded cost at the time of award of work to the builder **through the Executing Agency. The Executing Agency will recover this advance from the contractor** from each running bill **after/from** 2nd running account bill of the builder. **Each Running Bill should not be below 5 % of the total cost, and the Final Bill should be above 10% of the total cost.**

10.6 **Bank interest accrued on the deposits/advance shall be pass on to the Principal.**

10.7 The Executing Agency shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by a representative of the Executing Agency on the project, for reimbursement of expenditure incurred. The Principal shall release the payment within 15 working days of submission of invoices/reimbursement bill by the Executing Agency. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant.

11. CANCELLATION/TERMINATION OF CONTRACT IN FULL OR PART

11.1 Subject to other provisions contained in this clause the principal may, without prejudice to his any other rights or remedy against the Executing Agency in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i) If the Executing Agency having been given by the Principal a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or

ii) If the Executing Agency has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Principal (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the principal; or

iii) If the Executing Agency fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the principal; or

iv) If the Executing Agency persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the The principal; or

v) If the Executing Agency shall offer or give or agree to give to any person in the principal's service or to any other person on his behalf any gift or consideration of any kind as an inducement

or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for NIACL; or

vi) If the Executing Agency shall enter into a contract with the principal in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Principal; or

vii) If the Executing Agency shall obtain a contract with the principal as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or

viii) If the Executing Agency being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

ix) If the Executing Agency being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

x) If the Executing Agency shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.

xi) If the Executing Agency assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Principal.

When the Executing Agency has made himself liable for action under any of the cases aforesaid, the Principal may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to the principal, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Principal shall have powers:

a) To determine or rescind the contract as aforesaid in full or part (of which termination or rescission notice in writing to the Executing Agency under the hand of the Principal shall be conclusive evidence) and get the same executed at the risk & cost of the Executing Agency. Upon such determination or rescission, the already retained security deposit recovered under the contract and performance guarantee shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the principal. or

b) To employ labour and to supply materials to carry out the work or any part of the work debiting the Executing Agency with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Principal shall be final and conclusive) and/ or

c) After giving notice to the Executing Agency to measure up the work of the Executing Agency and to take such whole, or the balance or part thereof as shall be un-executed or delayed out of his hands and to give it to another Executing Agency to complete.

11.2 Any sums in excess of the amounts due to NIACL/the principal and unsold materials, constructional plant etc. shall be returned to the Executing Agency, provided that if cost or anticipated cost of completion by NIACL/the principal of the works or part of the works is less than the amount which the Executing Agency would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Executing Agency.

11.3 In the event of anyone or more of the above courses being adopted by the Principal the Executing Agency shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the Executing Agency shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Principal has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

12.0 EXECUTING AGENCY LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 11.0

In any case in which any of the powers conferred upon the Principal by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Executing Agency and the liability of the Executing Agency for compensation shall remain unaffected. In the event of the Principal putting in force all or any of the powers vested in him under any clause he may, if he so desires after giving a notice in writing to the Executing Agency, take possession of (or at the sole discretion of the Principal which shall be final and binding on the Executing Agency) use as on hire (the amount of the hire money being also in the final determination of the The principal) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the Executing Agency, or procured by the Executing Agency and intended to the used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the The principal, whose certificate thereof shall be final and binding on the Executing Agency and/or direct the Executing Agency, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the Executing Agency failing to comply with any such requisition, the Principal may remove them at the Executing Agency's expense or sell them by auction or private sale on account of the Executing Agency and his risk in all respects and the certificate of the

Principal as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Executing Agency.

13.0 CARRYING OUT PART WORK AT RISK & COST OF EXECUTING AGENCY

If Executing Agency:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after giving a notice in writing of 7 days in this respect from the principal; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the principal; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the principal.

The Principal without invoking action under clause 11.0 of contract may, without prejudice to any other right or remedy against the Executing Agency which have either accrued or accrue thereafter to the principal, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Executing Agency.

The Principal shall determine the amount, if any, is recoverable from the Executing Agency for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Executing Agency, the liability of Executing Agency on account of loss or damage suffered by the principal because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the Executing Agency with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Executing Agency under the terms of his contract, the value of Executing Agency 's materials taken over and incorporated in the work and use of plant and machinery belonging to the Executing Agency. The certificate of the Principal as to the value of work done shall be final and conclusive against the Executing Agency provided always that action under this clause shall only be taken after giving notice in writing to the Executing Agency. Provided also that if the expenses incurred by the department are less than the amount payable to the Executing Agency at his agreement rates, the difference shall not be payable to the Executing Agency.

Any excess expenditure incurred or to be incurred by the principal in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the principal as aforesaid after allowing such credit shall without prejudice to any

other right or remedy available to the principal in law or per as agreement be recovered from any money due to the Executing Agency on any account, and if such money is insufficient, the Executing Agency shall be called upon in writing and shall be liable to pay the same within 30 days.

If the Executing Agency fails to pay the required sum within the aforesaid period of 30 days, the Principal shall have the right to sell any or all of the Executing Agency's unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Executing Agency under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the principal, the Executing Agency shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

14.0 SUSPENSION OF WORKS

a) The Executing Agency shall, on receipt of the order in writing of the principal, suspend the progress of the works or any part thereof for such time and in such manner as the Principal may consider necessary for any of the following reasons:

- i) On account of any default on part of the Executing Agency, or
- ii) For proper execution of the works or part thereof for reason other than the default of the Executing Agency, or
- iii) For safety of the works or part thereof.

The Executing Agency shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the principal.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above.

- i) The Executing Agency shall be entitled to an extension of the time equal to the period of every such suspension plus 25% for completion period. No adjustment in contract price will be allowed for reasons of such suspension.
- ii) In the event of the Executing Agency treating the suspension as an abandonment of the Contract by the principal, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full.

15.0 LIQUIDATED DAMAGES

15.1 The Executing Agency shall be required to complete the project within the stipulated period. In case of delay, which may occur due to the reasons beyond the control of the

Executive Agency, the Executing Agency would approach the Principal with full details for extension in time limit for completion of the works.

- 15.2 In case, completion of the project is delayed due to reasons solely attributable to the builder/contractors/Agencies/Suppliers engaged for the project by the Executing Agency, the Executing Agency shall impose liquidated damages @ 0.50 % (Zero point Five zero percent) on awarded contract value for each week of delay subject to a maximum of 5% (five percent) of the awarded contract value and the benefit shall be passed on to the Principal
- 15.3 If the delay in completion is solely attributable to the Executing Agency, the Executing Agency shall be liable to pay as damages to 'the Principal' a sum calculated **@ 0.5% (Zero point Five percent) of the Service Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges.**
- 15.4 In case the project is delayed due to reasons not attributable to the Executing Agency beyond the time as mutually decided as per clause 11.2 above, the Executing Agency shall be entitled for extra payment of staff salaries and overhead on actual basis beyond the time initially decided mutually as per clause 11.2 above. This shall be in addition to service charge payable to Executing Agency in clause no. 10.1 above.
- 15.5 The Executing Agency shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the Executing Agency and its builder/contractors.
- 15.6 Any compensation levied by the Executing Agency due to non-fulfilment of any clause of the contract by the builder or any such recovery from the builder for bad work or any other reasons whatsoever shall be passed on to the Principal.

16 FORCE MAJEURE

The Executing Agency shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, pandemic, civil wars. The Executing Agency shall notify the Principal in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule (Project Period) will be extended for a length of time equal to the period of force majeure. Any expenditure incurred by the Executing Agency during the period of force majeure shall be reimbursed by the Principal. In case of closer of work due to the force majeure, any liabilities towards builder and/or expenditure of the Executing Agency shall be payable by the Principal.

The Executing Agency shall not hold responsible any contractor/ agency for the delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war, etc. and for losses suffered if any, by the Principal on this account. Suitable force majeure clause shall be incorporated in all the agreement entered into by the Executing Agency with the builder/ agencies.

A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have

been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- *Act of God, including, but not limited to lightning, fire not caused by Suppliers' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {Only if it is declared / notified by the competent state / central authority / agency (as applicable)},*
- *Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action.*
- *Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.*

Force Majeure Exclusions:

Force Majeure shall not include –

- (i) any event or circumstance which is within the reasonable control of the Parties and
 - (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:
 - Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
 - Delay in the performance of any Contractor, sub-Contractor or their agents;
 - Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
 - Strikes at the facilities of the Contractor / Affected Party;
 - Insufficiency of finances or funds or the agreement becoming onerous to perform; and
 - Non-performance caused by, or connected with, the affected Party's:
 1. Negligent or intentional acts, errors or omissions;
 2. Failure to comply with an Indian Law; or
 3. Breach of, or default under this Contract Agreement.
 - Normal rainy seasons and monsoon
 - Any Transport strikes not directly affecting the delivery of goods from manufacturer to site.
- (i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.
- (ii) Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- (iii) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure

on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

(iv) Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

(v) If works are suspended by Force Majeure conditions lasting for more than two months, the EMPLOYER/Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

(vi) The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract

17 ARBITRATION

17.1 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 Principal, be referred for adjudication as per the provisions of the arbitration and Conciliation Act 1996.

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

17.3 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.

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

17.5 It is also a term of the Contract that if the Executing Agency do/does not make any demand for arbitration in respect from the Clients 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 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 Executing Agency within 2 days of posting of the letter by Clients Executive Agency or when delivered by hand immediately after receipt thereof by the Executive Agency, whichever is earlier. Further, a letter signed by the officials of Clients that the letter was so posted to the executing Agency shall be conclusive.

17.6 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.

- 17.7 The award of the Arbitrator shall be final and binding on both the parties.
- 17.8 Subject to aforesaid, 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.

18 JURISDICTION

This Award of work / agreement is subject to the jurisdiction of Mumbai only.

19 The broad scope of the works / Terms of reference shall be:

- i. Demolition & Reconstruction of 04 nos. of buildings following building byelaws.
- ii. Design and Engineering of the project including civil, architectural, Structural, Plumbing, Electrical, HVAC, Furnishing.
- iii. Obtaining statutory approvals for design and drawings wherever applicable.
- iv. Liaising with Statutory Authority for required approval at all stages
- v. Project Management and Construction supervision as per design requirements by calling tender for Appointment of builder and follow CVC guidelines.
- vi. Obtaining completion / occupancy certificate.
- vii. Handing over the facilities to the Principal.
- viii. Maintenance of building / campus during the **defect liability period of 12 months** from date of handover.

20 Bid Conditions

The Estimated project Cost is Rs136 Crores (appx.).

- 20.1 The Bidders shall provide their services as **the Executing Agency till the completion of works. The Executing Agency shall also assist the Principal during Defect Liability Period.**
- 20.2 The Principal reserves with itself the right/authority to reject any or all of the bids received and to change the scope of the work without assigning any reason. The Principal also reserves the right to itself to terminate the bidding process at any stage without assigning any reason.
- 20.3 The offer, in which any of the prescribed conditions is not fulfilled or where the bidder puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 20.4 Canvassing whether directly or indirectly, in connection with the bid is strictly prohibited and the bid submitted by the bidder who resorts to canvassing in any form would be liable to rejection.

- 20.5 The offer shall remain open for acceptance for a period of 180 days from the date of opening of 'Bids'.
- 20.6 Bidder must ensure before submitting the bid that each and every page of the bid documents is signed by the authorized officer of the organization. The bid document shall form a part of the contract agreement. The successful bidder on acceptance of his bid by the Principal, and issue of letter of intent/award shall, **within 15 days**, sign the contract agreement.
- 20.7 To obtain first-hand information on the assignment and on the local conditions, bidders are advised to visit the site. Bidders are expected to be informed themselves of local conditions and take the same into account while preparing their bids.

Section 21: Submission of Bid:

Financial Bid to be submitted on the date mentioned above.

The Service Charges all inclusive but excluding GST for Demolition and Comprehensive Design Engineering ,Construction & furnishing and Project Management Consultancy (PMC) Services shall be quoted in terms of Fee both in figure & in words duly signed by the Authorized Signatory to be indicated in the prescribed format provided. GST as applicable shall be paid extra.

The Principal shall reimburse/pay all expenditure related to obtaining statutory clearances of the project as per actual including registration charges (if any) with concerned authority.

Section 22: Evaluation Criteria:

Combined Quality cum Cost Based System (QCBS) as detailed elsewhere in the tender.

Minimum Eligibility Criteria:

- A. The Agencies who fulfil the following minimum eligibility requirements shall be eligible to apply.

Should have satisfactorily completed the works as mentioned below during the **last Seven years** ending previous day of last date of submission of tenders.

- (i) Twelve similar works of Planning Designing and construction of **residential buildings** each costing not less than Rs13.6Crore
OR
- (ii) Eight similar works of Planning Designing and construction of **residential buildings** each costing not less than Rs.17Crore
OR
- (iii) Four similar work of Planning Designing and construction of **residential buildings** costing not less than Rs27.2Crore

Similar works means experience in Providing Demolition & Comprehensive Design Engineering Construction & Furnishing and Project Management Consultancy (EXECUTING AGENCY) Services for **multi-storey (at least G+7) residential buildings**.

- B. Should have satisfactorily completed the works of One training complex for value not less than **Rs. 30 crore**
- C. Average annual financial turn over should be at least **1 times the estimated cost** of proposed project during the immediate last 3 consecutive financial years.
- D. The agency should **not have suffered losses during last 3 financial years**.
- E. Any Public Sector Undertaking set up by the Central or State Govt to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central / State Govt Organisation / PSU notified by the Ministry of Urban Development for such purpose can participate in the bid. **Memorandum of Agreement to be submitted** along with the tender as documentary evidence for this purpose.
- F. Agencies that are **debarred or blacklisted by any Govt Departments** are **not eligible** to participate in the tender. A
- G. Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department. In case if it is found at later stage that the bidders is a blacklisted company declared by any Govt Department then the works may be withdrawn and EMD / bid security shall be forfeited.

22.1 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:

S. No.	Criterion	Evaluation Criteria
A	Technical Manpower	20marks
(i)	Presence of in-house professionally qualified staff in the PSU in indicative categories	
	Civil Engineers	Max.10 marks Civil Engineers

		<p>(Min. Qualification - B. Tech)</p> <ul style="list-style-type: none"> ● 151 and Above : 10 marks ● Between 101 to 150 : 07 marks ● Between 50 to 100 : 05 marks ● Less than 50 : 00 marks
	Electrical Engineers	<p>Max.5 marks</p> <p>Electrical Engineer (Min. Qualification-B. Tech)</p> <ul style="list-style-type: none"> ● Above 25 Engineers: 05 marks ● Between 5 to 24 Engineers: 03 marks ● Less than 5 Engineers : 00 marks
	Architect on roll	<p>Max 5 marks</p> <p>Architects (Minimum Qualification – B. Arch from CFTIs/AICTE approved Institutions)</p> <ul style="list-style-type: none"> ● Above 05 Architects with minimum 5years of experience : 5 marks ● Between 01 to 04 Architects with minimum 5years of experience: 3 marks ● Less than 1 Architect : 0 marks
B	Methodology , Understanding of Project and presentation on Concept Design	<p>10 Marks</p> <p>i) Description of work methodology proposed for the project-5 marks</p> <p>ii)material testing procedures, software /equipments to be used for project monitoring and control – 3 marks</p> <p>iii)Quality Assurance Plan-5 marks</p> <p>iv)site appreciation- 2marks</p> <p>v)Concept Design Presentation-5 marks</p> <p>vi)Identification of key challenges envisaged and possible solutions -5 marks</p>
C	Past Experience of the PSU	45 marks

i	Experience in similar works during last seven years : Projects successfully completed	Max.20 marks i) 12 Marks (60% marks) for minimum eligibility criteria ii) 20 Marks (100% marks) for twice or more the minimum eligibility criteria or more.
ii	Navratna and above / Schedule A/ MiniRatna/ Schedule B/ MiniRatna	10 Marks for (Navratna& above) 06 Marks for (Schedule A MiniRatna,) 04 Marks for (Schedule B/ MiniRatna)
iii	No. of years in the relevant operational area	i) 05 Marks for more than 30 years ii) 03 Marks for experience between 15 upto30 years iii) 02 Marks for experience between 10upto 15 years iv) 00 Marks for experience less than 10 years
iv	MOU Rating of the PSU MOU Rating for the last five years.	Max. 05 marks ● Excellent:-1 marks for each year ● Very Good:- 0.75 marks for each year ● Good :- 0.5 marks for each year
v	Experience in Green Building	05 marks At least single office/training complex project successfully completed with 03 Star GRIHA/Gold LEED rating
D	Financial Capability	25 marks
i)	Average Annual Financial turnover in last Three financial Years.	Max.15 marks i) 09 Marks(60% marks) for minimum eligibility criteria (ii) 15 Marks (100% marks) for twice the minimum eligibility criteria or more.
ii)	Average Annual Profit (before tax) in last three financial years	Max. 5 marks ● Between Rs. 20-50 Cr:2 marks ● Between Rs. 50-100 Cr: 3 marks ● Above Rs. 100 Cr: 5 marks

iii)	Net worth as on 31 st March of previous Financial Year	Max. 5 marks <ul style="list-style-type: none"> ● Above Rs. 500 Cr: 05 marks ● Between Rs. 200 – Rs.500 Cr: 03 marks ● Between Rs. 100-200 Cr:02 mark ● Below Rs. 100 crore : 00 marks
	Total	100 Marks

- a) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- 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. The Principal 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) The Principal 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.

22.2 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.

22.3 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) 60 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage -I).
- ii) 40 % 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:

$$FS = 100 \times (FL/F) \text{ Where,}$$

'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.

23 INSURANCE :

23.1. The Executing Agency shall indemnify and keep indemnified the principal against all losses and claims for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of the construction against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. For observation of all labour laws applicable in the matter, the executing agency shall indemnify and keep indemnified the Principal against the effect of non-observation of any such laws.

23.2. Insurance of works etc, without limiting its obligation and responsibilities under point 1 hereof, the Executing Agency shall insure directly or indirectly or through builder/contractor in the joint name of the principal and the Executing Agency to the extent specified in Annexure IX against:

(i) all loss or damages from whatever cause during the period of construction work (ii) all loss and damages arising from a cause occurring prior to the commencement of the period of maintenance and (iii) for any loss or damages occasioned by the Executing Agency in the course of any operation carried out for the purpose of complying with its obligation of maintenance as follows:

(a) The work and the temporary works to the full value of such works executed from time to time.

(b) The materials, constructional cover for the workers and personnel at site and Professional Indemnity Insurance provided that such insurance shall be effected with any Nationalized Insurance Company and the Executing Agency shall whenever required produce the Principal, policy or policies of insurance and receipts for payments of the current premium thereof.

(c) Cargo Insurance During Transport Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts therefor) and to the Contractor's Equipment.

(d) Installation All Risks Insurance Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of

any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(e) Third Party Liability Insurance Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities. **(f) Automobile Liability Insurance** Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(g) Workers' Compensation In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(h) Employer's Liability In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(i) Other Insurances Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said Annexure IX.

23.3 Third Party Insurance: Before commencing the execution of the works, the Executing Agency directly or the builder/contractor (but without limiting its obligation and responsibilities) shall insure against any damages ,loss or injury which may occur to any property (including that of the Principal, the Executing Agency. builder) by or arising out of the works, or temporary works or in carrying out of the contract otherwise than due to the matters referred to hereinbefore.

23.4 Minimum amount of 3rd party insurance including employee compensation act -1923: such insurance shall be effected with any Nationalized Insurance company for the amount mutually agreed to and the Executing Agency shall produce to the Principal on demand, the policy or policies of insurance and the receipts of payments of the current premium thereof.

ANNEXURE I

LETTER OF TRANSMITAL/SUBMISSION

From

To:

Sub: Submission of Bid for Demolition and Comprehensive Design Engineering, Construction & Furnishing of 04 nos. of buildings of New India Assurance located at Andheri (W) and Malad(W)

Sir/Madam,

Having examined the details given in bid document for the above work, I/We hereby submit the 'Bid'. I/We hereby agree with the terms & conditions mentioned in the bid document.

Your's Faithfully

(Signature, name and designation of authorised person with complete address of CPSU/PWO)

(Please affix seal)

ANNEXURE II

Details about Bidding Agency

S. No.	Particulars		
1.	Full name of the Bidder PSU (In capital letters)		
2.	Full address of the Bidder PSU		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)		
5.	Has the bidder PSU been black listed by any organization. If so, attach the details of the same.		
6.	PAN :		
7.	TAN :		
8.	GST registration No.:		
9.	MOU Ratings for the past Five years.		
10	Green Building Experience		
11.	No. of full time employees for the organization	Graduate Engineers	Supporting Staff (Technical)
12	Proof of Agencies that they are notified as Public Works Organisation (PWO) / set up to carry out civil of electrical woks and	Upload relevant document	

	notified by the Ministry of Urban Development and are eligible for bidding.		
13	Financial strength of the Organization for the last 3 years. Attach photo copies audited balance sheets.		
Turnover (IN CRORES)	2021-22	2022-23	2023-24
Net Profit (before Tax) (IN CRORES)	2021-22	2022-23	2023-24
14	Integrity Pact	Please upload Signed copy of Integrity Pact and submit hardcopy to Department before last date of submission of tender	

Upload attested copies of all the documents in support of above mentioned points.

9. It is hereby certified that ----- (The bidding PSU herein) has never been black-listed by Central/ State governments/ PSUs.

10. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Annexure III

Details of personnel as on 31st December 2023

S. No.	Category	No. of persons
1	Graduate Engineers - Civil - Electrical - Architect	
2	Supporting Staff (Technical)	
	TOTAL	

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

ANNEXURE IV

Details of Works / Projects executed during last Seven years

S.N O.	NAME OF PRINCIPAL DEPARTMENT	NAME OF PROJE CT	EXAC T LOC ATIO N /SITE OF THE PROJ ECT	APPR OVED COST OF PROJE CT (in lakhs)	DATE OF COMME NCEME NT OF PROJE CT	TIMELI NE FIXED FOR COMP LETIO N	ACTU AL DATE OF COM PLET ION	FINA L COST OF PROJ ECT (in lakhs)	IS THER E ANY DISP UTE / LEGA L CASE /ARBI - TRAT ION CASE PEND ING IN RESP ECT OF THE PROJ ECT	REMAR KS
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Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Annexure V

Details of Network offices in Mumbai, thane & Navi Mumbai

S. No.	Location	No. of personnel		Details of Office Space	Details of Infrastructure
		Graduate Engineer	Supporting Staff (Technical)		

1				-----Sqft	
2		3		Sqft	

Signature of Authorized Signatory.
Name of Authorized Signatory
PSU Stamp

Annexure- VI

INTEGRITY PACT

The Integrity Pact (IP) duly signed by the authorized official of NIA and the Contractor, 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.

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 VII

(Bank Guarantee Proforma)

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

WHEREAS M/S, (hereinafter called "the Bidder") has undertaken, in pursuance of Tender Reference No **11/Estate/HO/2024-25** dated **19/07/2024** to undertake works titled "Demolition and Comprehensive Design Engineering, Construction & Furnishing of 04 nos. of buildings of New India Assurance located at Andheri (W) and Malad(W)"

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein, as security for compliance with the bidder's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give the bidder a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder , up to a total of **Rs 40,00,000 (in words rupees forty lacs only)** and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the Tender and without cavil or argument, any sum or sums within the limit of **Rs 40,00,000 /-** (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....

Signature and Seal Of Guarantors (Bidder's Bank) Date:

Full Address and contact details of Guarantors:

Annexure VIII

Financial Bid

From:

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

Sub: Financial Bid for Demolition and Comprehensive Design Engineering, Construction & Furnishing of 04 nos. of buildings of New India Assurance located at Andheri (W) and Malad (W)”

Dear Sir,

In response to bid document for the above work, we hereby quote our Fee in lump-sum toward Project Management, Supervision, Services including Architectural Services for planning, designing, and Consultancy Services as per the scope defined in the tender documents asunder:

S. No.	Particulars	In Figure (Rs.)	In Words
1.	Fee for Project Management, Supervision, Services including Architectural Services for Demolition & Comprehensive Design, Engineering, Construction & Furnishing of 04 nos of buildings of New India Assurance located at Andheri (W) and Malad (w).		

Note:-

1. The Executive Agency shall execute the work on “Deposit work basis” on behalf of Principal.

2. Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

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

(Please affix seal)

Annexure IX
INSURANCE
REQUIREMENTS

(I) Insurance to be taken by the builder:

In accordance with the Insurance provisions, the builder shall at his expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified herein. The identity of the insurers and the form of the policies shall be subject to the approval of the Principal, such approval not to be unreasonably withheld.

Insurance	Amount insured	Deductible	Conditions
A. Marine Cargo	(i) 110% of Ex-works value in case of plant & equipment and Type Tests Charges including all spare parts manufactured within the principal's Country. (ii) Applicable taxes and duties (iii) Escalation 5% on (i) & (ii)	Not applicable	(i) Principal to be named as co-insured (ii) Open policy (iii) All risk institute cargo clause 'A' (iv) War, SRCC, terrorism. (v) Institute replacement clause, special replacement clause (Air duty) and deferred unpacking clause (vi) Insurers right of subrogation against all parties (excluding carrier) waived. (vii) Warehouse to warehouse basis.
B. Installation all risk	(i) 110% of Ex-works value of plant & equipment including Type Test Charges (ii) Applicable taxes and duties (iii) Cost of indigenous procurement and free issue materials (iv) Cost of erection works (v) Cost of Civil, Structural & Allied works (vi) 10% escalation on (i) (ii), (iii), (iv) & (v)	Minimum as per insurance policy	(i) Installation risk, RSMTD, including Earthquake cover (ii) Air freight cover. (iii) Extra charge cover. (iv) Maintenance cover (v) Contractor's plant & machinery - Rs. 100 lakhs. (vi) Cross liability. (vii) Additional custom duty for imported machine (if any) for adequate value. (viii) Principal & builder/Contractor's Sub-Contractor to be named as co-insured.
C. Third Party liability (Extension of MCE/EAR Policy)	For any one occurrence II Rs. 10 Crs	Ni	(i) Builders/Contractors, sub-contractors to be named as co-insured.

Insurance	Amount insured	Deductible	Conditions
D. Automobile liability			
(i) M.V. policy for motor vehicles, private cars & commercial vehicles			-----As per local M.V. Act.
(ii) CPM policy for construction equipment	Anything above heavy Rs.100 lakhs covered under erection all risk policy		
E. Workmen's Compensation		_____As per statute _____	
F. Employer's liability		_____As per statute _____	Cumulative to workmen's compensation to cover liability not covered thereby.
G. Group personal insurance, for builder/contractor's & sub-contractor's employees			

Note :

1. The principal shall be named as co-insured under all insurance policies taken out by the builder/Contractor except for Third Party Liability, Workman's Compensation and principal's Liability Insurances and the Contractor's Sub- Contractors shall be named as co-insured under all insurances policies taken out by the builder/contractor except for the Cargo insurance during transport, Workman's Compensation and principal's Liability Insurances. All insurers rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
2. Notwithstanding the insurance requirements mentioned above, it would be the builder/Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the principal. If at any point of time during execution of the Contract, the insurance policies are found to be inadequate, the builder/Contractor shall take fresh insurance policies meeting aforesaid requirements. The principal reserves the right to make suitable recovery directly or indirectly from the builder/Contractor, if any.

3. Any loss or damage to the plant and equipment during handling, transportation, storage, installation, commissioning, and all activities to be performed till the "Completion of Facilities" shall be to the account of the builder/contractor. The builder/contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of plant and equipment damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the builder/contractor shall be liable to make good the full replacement/rectification of all the equipment/materials and to ensure their availability as per project requirement without additional financial liability to the Employer.

The insurance should be in the Indian currency and insurance policy to be taken should be on replacement value basis and/or incorporating appropriate insurance clause.

The builder shall follow local acts and laws as may be prevalent for insurance.

4. Upon grant of extension of time for completion by the principal, the builder/Contractor shall promptly furnish documentary evidence towards extension of insurance policies for the period of time extension.