



**THE NEW INDIA ASSURANCE COMPANY LIMITED**

**DELHI REGIONAL OFFICE-I,  
Delhi Regional Office – I  
R.G. City Centre, 2nd & 3rd Floor,  
LSC, Block-B,  
Lawrence Road, Delhi  
TECHNICAL BID**

**Tender Reference No. – DRO I/ESTATE/312000/2024-25/001**

**e-Tender Document**

**For**

**Renovation Work which includes Electrical & Furnishing etc. at  
204, 2<sup>nd</sup> floor, Bhika Ji Bhawan, Bhika Ji Cama Place, New Delhi  
OF**

**NEW INDIA ASSURANCE CO. LTD.**

**Last Date of Submission : - 24.05.2024 till 2.30 pm.**

**ISSUED TO:-.....**



# THE NEW INDIA ASSURANCE COMPANY LIMITED

**DELHI REGIONAL OFFICE-I,  
Delhi Regional Office – I  
R.G. City Centre, 2nd & 3rd Floor,  
LSC, Block-B,  
Lawrence Road, Delhi**

## **TENDER NOTICE**

**Tender Reference No. – NIA/DRO I/312000/ESTATE/2024-25/1**

The New India Assurance Co. Ltd., DRO-I intends to invite Online Tenders from the Bonafide contractors for the proposed renovation Renovation Work which includes Electrical & Furnishing etc. at 204, 2<sup>nd</sup> floor, Bhika Ji Bhawan, Bhika Ji Cama Place, New Delhi-110066

**The completion period of work will be 30 days. The Work shall be executed as per specifications and supervision of our Consulting Architects, Mr. Devinder Virdi, ARCHITECTS, 9810419468, Address :-Pocket B/1-A, Ashok Vihar Phase-II, Delhi-110052**

**Tender documents i.e. “Technical & Price Bids” for the above can be downloaded from our web site i.e. [www.newindia.co.in](http://www.newindia.co.in).**

**Entire Tender document is to be submitted in e-Tender form & in 2 separate parts. 1-Technical Bid and 2-Price Bid on our site <https://www.tenderwizard.com/NIAEPROC>.**

EMD can be paid through DD-drawn on Nationalized/Scheduled Bank for Rs. 20,000/- drawn in favor of The New India Assurance Co. Ltd. is to be submitted in separate envelope to Estate & Estb. Deptt., at **R.G. City Centre, 3rd Floor, LSC, Block-B, Lawrence Road, Delhi**. EMD paid through DD-drawn should reach our office on or before 24.05.2024 till 2.30 p.m. **(If EMD is paid through Demand Draft, kindly upload Demand Draft Details submitted in our office on our e-procurement portal).**

1. (a) Ernest Money of **Rs.20,000/-** /-payable by way of Demand Draft/ Pay Order/ Net Banking in favor of **THE NEW INDIA ASSURANCE COMPANY LTD, payable at New Delhi**
- (b) EMD Demand Draft/ Pay Order & Tender Fee should reach our office on or before 24.05.2024 not after 2.30 pm and Tender opening Committee shall open the Technical Bids after that.
- (c) EMD can be paid through net banking Account Number **00030350012267, HDFC BANK, Branch Kasturba Gandhi Marg, New Delhi** IFSC code number **HDFC0000003** MICR CODE : **110240001**(If EMD Fee is paid through online, kindly upload screen shot or mention UTR's no. on our website)

If Demand Draft Details/UTR No. details or Screen shot of depositing EMD are not submitted on our e-procurement portal such bidder would be summarily rejected.

**Last Date of submission of online tender is 24.05.2024 till 2.30 p.m.**



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M/S \_\_\_\_\_

**WORK: Renovation Work which includes Electrical & Furnishing etc. at  
204, 2<sup>nd</sup> floor, Bhika Ji Bhawan, Bhika Ji Cama Place, New Delhi.**

**1. Online Tenders Are Invited In Two Bid System From Reputed Contractors As Per Eligibility Criteria Listed Below For Carrying Out Renovation Work which includes Electrical & Furnishing etc. at 204, 2<sup>nd</sup> floor, Bhika Ji Bhawan, Bhika Ji Cama Place, New Delhi Of New India Assurance Co. Ltd.**

2. The following are the eligibility criteria for the contractors to participate in the tender bid:

a. Average annual financial turnover during the last three Years ending 31st March, 2023 should be at least Rs 20 lacs.

b. The bidder should have experience of having successfully completed similar works of value as indicated below during the last 7 years ending 31.03.2017.

Details of Work	Value of Work
Three Similar Completed Works OR	Rs 15.00 lacs each
Two Similar Completed Works OR	Rs 20.00 lacs each
One Similar Completed Work	Rs 25.00 lacs each

c. Similar work mean carrying out Electrical & Furnishing etc. work for reputed corporate/ PSU/Govt. work.

d. The tenderer should submit completion certificate from the employer clearly indicating the nature, magnitude, date of starting and date of completion, indicating whether the works are completed within the stipulated time in respect of qualifying works.

e. The tenderer should provide proper documentary proof supporting their claim in respect of all the above criteria.



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3. EMD can be paid through DD-drawn on Nationalized/Scheduled Bank for Rs. 20,000/- drawn in favor of The New India Assurance Co. Ltd. is to be submitted in separate envelope to Estate & Estb. Deptt., at **R.G. City Centre, 3rd Floor, LSC, Block-B, Lawrence Road, Delhi**. EMD paid through DD-drawn should reach our office on or before 24.05.2024 before 2.30 pm. **(If EMD is paid through Demand Draft, kindly upload Demand Draft Details submitted in our office on our e-procurement portal).**

If Demand Draft Details/UTR No. details or Screen shot of depositing EMD are not submitted on our e-procurement portal such bidder would be summarily rejected.

**Last Date of submission of online tender is 24.05.2024 till 2.30 p.m.**

The Technical Bid & Financial bid duly filled in and signed on all the pages and stamped by the tenderer accompanied by details of the Company Profile, audited balance sheet for last 3 years Proof of submission of Income tax returns, PAN No., VAT No., GST No., proof of Work Experience of similar works during the last 7 years should be submitted online.

The Technical Bid shall be opened on 24.05.2024 **at 03:00 PM**.

The Price bid of the Tenderer who satisfies the eligibility criteria and qualifies in the Technical bid in all respects only will be opened. The date and time of opening of the price bid will be intimated to the qualified bidders.

The Company reserves the right to accept any Tender or accept Tenders in part or to reject any or all Tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.

The EMD of the successful tenderer would be retained with The New India Assurance Co. Ltd, while the EMDs of the unsuccessful bidders would be returned Within a 15 days time from the placing of work order with the successful bidder.

In case if the Tenderer after being declared successful L-1 bidder withdraws from the bid or fails to execute the work within the prescribed time his EMD would be forfeited.

The tenderer must carefully read and examine the whole tender document, visit the site at his own expenses, study the technical specifications, drawings etc before Submitting the tender.

No consideration shall be given to a tender received after the expiry of time as stipulated above and no extension of time will normally be allowed for submission of the tender.

The Notice inviting tenders, the conditions of tender and duly completed form of tender, Specifications etc will Inter-alia form part of the contract agreement to be executed by the Successful tenderer with the Company.



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Bank solvency given by the Bank and duly certified by the Chartered Accountant



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M E M O R A N D U M**

Name of work	: <b>Renovation Work which includes Electrical &amp; Furnishing etc. at 204, 2<sup>nd</sup> floor, Bhika Ji Bhawan, Bhika Ji Cama Place, New Delhi</b>
Earnest Money Deposit	: Rs 20,000/-(Rs. Twenty Thousand only)
Date of Commencement of work	: From the date of issue of Work order
Period of Completion	: 30 days from the date of Commencement.
Value of work to be taken for issue Of Interim certificate for payment	: 70% can be claimed in phases in the form of Three (3) running bills of the value of work. 30% payment against 50% work done 20% payment against 70% work done 20% payment against 90% completion of work  20% to be released after completion of work and handed over to the satisfaction and certification of the consultant.  10% SD to be released after the defects liability Period of 12 months, without any interest.
Retention percentage to be Deducted From RA Bills as Security Deposit	: 10% of the gross value of the bill
Defects Liability period	: 1 year from the date of completion
Refund of Security Deposit	: 100% of Security Deposit after expiry of Defects liability period.
Liquidated Damages	: 0.5% of the Contract value per week or part there of subject to a maximum of 10% of contract value/final bill amount
Period of Final measurements	: 15 days.



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Period of honoring Interim –  
Certificate for payment

: 15 days



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### **THE CONDITIONS OF TENDER**

1. Tender should be submitted online and The duly filled scanned copy of tender form must be uploaded on the New India's Website. Each and every page of the tender document must be signed by authorized person.

The tenders must be submitted in the prescribed format only. The tenderers must quote the rates in the schedule of quantities, rates and amount. The rates should be written both in words and figures without any erasures and alterations. However if errors are made, the wrong figures or words must be neatly scored Out under full signature of the tenderers and the correct figures and words neatly re written. Over writing is not permitted. Applying white fluid for correcting rates and amount is also prohibited.

GST Tax as applicable will be exclusive of work order amount & all other Taxes as applicable will not be paid separately. The Tenderer must include these charges in the rates quoted, if applicable. No separate claim on this account will be entertained under any circumstances whatsoever. The tenderer shall quote his rates inclusive of cost of materials, corresponding wastages, labor and any other taxes and duties, octroi, and cost of transportation of materials to work site etc.

Errors in the schedule of quantities, rates and amount shall be dealt with in the following manner:

- a. In the event of a discrepancy between the rates quoted in words and the rates in figures, lowest rate will be taken into consideration.
- a. In the event of an error occurring in the amount column as a result of wrong calculation the

Unit rate shall be regarded as firm and the amount shall be amended accordingly based on the quantity given.

- b. All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.

The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates.

No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be rejected and invalidated.

The tenderer must obtain at his own expenses all the information necessary for the purpose of filing this tender and before entering into a contract with The New India Assurance Co.





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Ltd, must examine the drawings, specifications; conditions etc. inspect the site of work and acquaint himself with all local conditions and matters pertaining there to. The site can be inspected on all working days from Monday to Friday between 10:30 to 05:00 PM

The tenderer shall also bear all expenses in connection with the preparation and submission of this tender.

### **EARNEST MONEY DEPOSIT (E.M.D) :**

The tenderer shall also deposit an amount of Rs 20,000/- in the form of a Demand Draft drawn on any scheduled Bank in favor of The New India Assurance Co. Ltd Payable at New Delhi at the time of submission of the tender as Earnest Money. Is not liable to pay any interest on Earnest Money.

The EMD of unsuccessful tenderers shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful tenderer shall be retained as part of security deposit and for the due fulfillment of the contract.

### **11 SECURITY DEPOSIT (S.D):**

Security Deposit shall be deducted from running/progressive bill/s of the contractor @ 10% of the gross value of the each bill. Security Deposit shall not bear any interest. The security deposit shall retained by The New India Assurance Co. Ltd., till the end of defect liability period.

### **12. COMPLETION PERIOD:**

The time is the essence of contract. The entire work shall be completed by the contractor within 30 DAYS from the date of issue of the work order.

The work is of urgent nature and the completion time schedule should be strictly adhered to by the contractor.

The tenders submitted shall remain valid for acceptance for a period of 45 days from the date of their opening. Should any tenderer after being declared as successful bidder withdraws his tender or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.

It is not binding on The New India Assurance Co. Ltd to accept the lowest tender and reserves the rights to reject any or all the tenders received without assigning any reasons thereof. Further The New India Assurance Co. Ltd reserves the right to award any portion of the work or portions of the work to different tenderers or to award the entire work to one tenderer.



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The tenderer whose tender is accepted is bound to execute a formal agreement with The New India Assurance Co. Ltd in accordance with the draft agreement which will include the notice inviting tender, tender conditions, other papers herein, special conditions, drawings and specifications etc. Irrespective of whether a formal agreement is drawn or not the contractor on being awarded the contract is liable based on acceptance of his tender. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

The compensation or other sums of money payable by the contractor to The New India Assurance Co. Ltd under the terms of contract may be deducted from his EMD/ SD if the amount so permits and the contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Consultants /The New India Assurance Co. Ltd

On acceptance of the tender the contractor shall in writing at once inform The New India Assurance Co. Ltd and the Consultants the names of his accredited representatives who will be responsible to take instructions from the Consultants/The New India Assurance Co. Ltd

The work or any part of it shall not be transferred assigned or subject without the consent of the The New India Assurance Co. Ltd.

The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by The New India Assurance Co. Ltd on other works/ sub works in connection with the work.

The contractor will be required to insure the work and keep it insured until one month after the date of taking over the works by The New India Assurance Co. Ltd or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks other than the risks accepted in the terms of the contract with an approved in The New India Assurance Co. Ltd.

The contractor is required to comply with all acts of Govt. relating to labour rules and regulations made there under from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.

For all the items of work executed by him , the contractor will be required to supply, at his own expenses, to the Consultants, copies of post card size photographs in triplicate for each of the works, taken from two approved portions of each item of work at intervals of not more than two weeks during the progress of the work and also at every important stages of the work or as directed by the Consultants/ The New India Assurance Co. Ltd..

In carrying out the work, the contractor shall comply with the provisions of the safety code, annexed to these papers.



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The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs.50/- (Rupees Fifty Only) regarding their non-blacklisting/Left any work abandoned in any of the government department and public sector undertaking/enterprise in India and central vigilance commission during the last five financial years as per Annexure-X.



**THE NEW INDIA ASSURANCE COMPANY  
LIMITED**

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FORM OF TENDER FOR WORKS**

**Tender Reference No. – DRO I/ESTATE/312000/2024-25/1**

To

Dy. General Manager,  
Delhi Regional Office – I  
R.G. City Centre, 3rd Floor,  
LSC, Block-B, Lawrence Road,  
Delhi.

Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I/W e hereby offer to execute the works specified in the underwritten memorandum within the time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the articles of agreement, special conditions, the schedule of quantities, and conditions of the contract and with such conditions of the contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

Should this tender be accepted, in whole or in part, I/W e hereby agree (I) to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed here to and the conditions of tender so far as applicable or in default thereof to forfeit and pay to The New India Assurance Co. Ltd, the sums of money mentioned in the said conditions.

- a) A sum of Rs. 20,000/- is here by forwarded as Earnest Money Deposit in form of Demand Draft drawn in favor of The New India Assurance Co. Ltd payable at New Delhi.
  
- a) I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum The New India Assurance Co. Ltd shall without prejudice to any other right or remedy be the liberty to forfeit the Earnest



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Money, otherwise shall be retained by The New India Assurance Co. Ltd towards security deposit mentioned in the above memorandum. (ii) To execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the Consultants/The New India Assurance Co. Ltd and as per said conditions of the contract.

The names of the Proprietor/ Partners/ Directors of our firm are:

Signature of tenderer with seal

Dated the .....day of .....2024



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## **E-TECHNICAL BID**

**Tender Reference No. – NIA/DRO I/312000/2024-25/1**

### **PRE-QUALIFICATION – PROFORMA-1**

#### **PARTICULARS OF THE CONTRACTORS TO BE FURNISHED FOR THE PURPOSE OF PRE-QUALIFICATION**

1	Name of Proprietors/ firm / company	
2	Address, Telephone No., and Email address	
3	Year of establishment	
4	Status of the firm (Company / Firm/ Proprietary)	
5	Name of Directors / Partners/ proprietor(s) (Please enclose relevant document/deed)	
6	Whether registered with the registrar of companies / registrar of firms. If so, mention number and, date.	
7	Enclosed Solvency Certificate from CA with Brief Details. The minimum solvency of the Bidder should be Rs. 50.00Lacs.	
8	Whether registered for sales tax purposes. If so, mention number and date. Also Furnish copies of sales tax certificate duly certified.	
9	Whether the bidder is income tax assessee. If so, please mention permanent number. Furnish copies of income tax three years duly certified.	2019-20 2021-22 2022-23
10	State Annual turnover of the Bidder following:1) A certificate from a Accountant certifying the mentioned. 2) Copies of Audited Balance Sheet, Trading/Revenue A/c and Profit & Loss for these three years duly Certified	2019-20 2021-22 2022-23



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11	Specify the maximum value of single work executed in the last 7 year in the country. (Please Mention Year also) Amount Rs. Year	
12	Status and details of disputed litigations / arbitration, if any. i) ii) iii)	
13	Documentary proof in support of satisfactory completion of similar work as per eligibility criteria	
	Note: Where copies are required to be furnished, these are to be certified copies preferably by the concerned agencies or a Government Officer.	
		Contractor's Seal & Signature of the Contractor



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**PRE QUALIFICATION DOCUMENT**

## **DECLARATION**

I/We have read and understood the instructions contained in advertisement  
Appeared in... ..Dated... .., in the web site and in the  
Application form.

I/W e do hereby declare that the information furnished above as well as in the tender document  
and in the supplementary sheets from pages... ..to.....are correct to the best of my/our  
Knowledge and belief.

Signature

Place:

Name

Date:

Designation

Seal of Applicant

Address



**PRE QUALIFICATION DOCUMENT  
 PRE- OUALIFICATION – PROFORMA-II  
 PARTICULARS IN RESPECT OF 3 MAJOR SIMILAR WORKS EXECUTED IN LAST 7  
 YEARS**

S. No.	Name of work/ project with address	Short description of the work	Value of work executed	Stipulat ed time of complet ion	Actual time of completi on	Name of architect	consulting engineer

Note: Should be supported by related documents.

Place:

Date:

Signature of Contractor with seal



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## PRE QUALIFICATION DOCUMENT

To  
Dy. General Manager,  
Delhi Regional Office – I  
R.G. City Centre, 3rd Floor,  
LSC, Block-B, Lawrence Road,  
Delhi.

Dear Sir,

I/We, the undersigned having carefully gone through and clearly understood the Specifications, with conditions of contract for the above mentioned work, do hereby tender to execute and complete the whole of the works strictly in accordance with the said specifications, etc. at the rates set out in the priced bill of quantities.

I/We am/are sending you herewith an amount of Rs.....  
(Rupees

.....Only) as Earnest Money by Demand Draft/ Pay Order which amount is not to bear any interest and I/We do hereby agree that the same may be forfeited by you in the event of your accepting my/our tender and I/We fail to execute the contract when called upon to do so.

It is understood that the lowest or any tender will not necessarily be accepted and The New India Assurance Co. Ltd reserves the right to accept or reject any or all the tenders and that The New India Assurance Co. Ltd is not bound to assign any reason for the same.

I/We agree to keep our offer open for a period of 45 days from the date of opening of tenders.

Thanking you,

Yours faithfully,

Date:

Place

(Contractor's signature with seal)



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## GENERAL CONDITIONS OF CONTRACT

### 4.1 DEFINITIONS

In this contract, the following words and expression shall have the meaning thereby assigned to them unless the contract ascribed a different meaning

a) **Employer** means New India Assurance Co. Ltd. and includes their authorized representatives to deal with any matter on their behalf.

a) **Employer- in - charge** means the person appointed by the Employer and notified to the Contractor to be in charge of the project

b) **Clerk of Works** means any Engineer appointed by the Employer to perform the duties of Resident Engineer, limited to Supervision of Work and notified to the Contractor to be in charge of the project

c) **Architects** mean the Architects Employed by New India Assurance Co. Ltd. to give consultancy.

a) **Contractor** means the individual, firm or Company with whom the contract is entered into and includes the heirs, executors, or successors.

a) The expression **Contract** means the document forming the Tender and acceptance thereof and included all the sections of the tender including BOQ and set of drawings.

b) **Tender** means the offer made by an individual or firm or company for execution of the works.

c) **Acceptance of Tender** means the letter from the Employer communicating to the tenderer the acceptance of this tender and includes the advance acceptance of his tender.

d) **Drawings** means the drawings referred to in the tender documents including any modifications of such drawings approved in writing by the Architect or his representative and such other drawings as are made from time to time and furnished by the contractor and approved by the Architect.

e) **Site** means the actual place as described in the tender at which the execution of works is to be done with the surrounding areas.

f) **A Week** shall mean 7 days without regard to the number of Hrs worked in a day in that week.



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g) **Specifications** mean standard specifications for works and materials brought out in the tender, and added to or superseded by special specifications. In absence of any specifications for any item of work the relevant specifications in CPWD or DBA works Manual shall be followed and work be executed accordingly.

### 4.2.1 EXTENT OF CONTRACT

The contractor shall supply at his own cost all the materials like ladders, scaffoldings, temporary works that may be required for the proper execution of the works, whether original, altered or substituted works. The contractor shall also supply survey instruments and other materials necessary for purpose of setting out of works and assisting to the measurements or examination at any time.

The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accidents and shall be bound to bear any expenses of defense brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person. In no case the Employer shall be a party to any such claim and the Contractor shall indemnify the Employer against any claim for any person on this account.

### 4.2.2 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and his prices for the work which shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the work.

### 4.2.3 Sub- Letting of Contract

The contractor shall not assign the contract or any part thereof to any other party without the prior written consent of the Employer.

### 4.2.4 Power to Make alterations

Architect shall have the powers to make any alterations or additions to the stipulated specifications, drawings, designs and instructions that he may feel necessary or advisable during the progress of the work. The contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and such alterations shall not invalidate the Contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor. The time for



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completion and Costs of such additional works shall be extended in proportion to the original contract. The certificate of the Architect shall be conclusive as to such proportions.

#### **4.2.5 Works subject to approval of Architect**

All works to be executed under the contract shall be subject to approval of the Architect who shall be entitled to direct at what points and in what manner they are to be commenced.

#### **4.2.6 Urgent repairs and Urgent Works**

If by any reason, during the execution of the work or during the defects liability period, any works or repair become urgently necessary and the Contractor is unable / unwilling to do such work immediately, then the Employer may get the same done on their own and deduct the cost thus incurred from the funds due to the contractor.

#### **4.2.7 Clearance of Site**

The Contractor shall have to remove all Melba from site of work, dirt and dust, etc. before handing over the works to the Employer, The works shall not be treated as complete in all respects unless these requirements are fulfilled.

In the event the Contractor failing to do so the architect and the employer shall have the right to get the site cleared at the contractors risk and cost.

#### **4.2.8 Protection of Trees and Shrubs**

Trees and Shrubs designated by the Architect shall be protected from damage during course of the work and the earth level shall not be changed within three feet of such trees.

### **4.3 ARCHITECTS STATUS AND DECISIONS**

a) The Architect shall have General supervision & direction of Works. He has authority on behalf of the Employer to stop the work whenever such stoppage may be necessary to ensure proper execution of the works. The Architect shall be the interpreter of the conditions of Contract and the judge of its performance.



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a) The Architect within reasonable time make decisions of all claims of the contractor and all other matters related to the execution and progress of work.

The decision of the Architect with respect to all or any of the following matters shall be final

i) Variation/ Modification of the Design

i) Quality and Quantities of Works Executed

ii) Discrepancies in the drawings and Specifications

iii) Opening up for inspection of any work covered up.

iv) Amending of any defects occurring under Defects Liability Period

c) The Contractor shall on the report of the Architect immediately dismiss from the works within 24 hrs any person employed thereof by him who may in the opinion of the Architect/ Employer be incompetent/ misconducts himself.

#### **4.4 DIRECTIONS REGARDING DRAWINGS & DESIGN**

a) After signing the Contract, the Contractor will be given three sets of drawings free of charge. Additional copies if required would be made at his own costs. One set of the drawings shall be kept at the site by the contractor and available to Architect/ his representative at all times.

a) Further drawings and Instructions including revisions, as the Architect may furnish to the contractor shall form part of this contract.

b) Only figured dimensions and detailed drawings shall be followed. The contractor shall verify all dimensions in the field before any work is commenced and obtain instructions of the Architect in case of any discrepancy.

#### **4.4.2 Action where no specifications**

In case of any work for which there are no specifications in the contract, such works shall be carried out in accordance with the directions of the Architect.

#### **4-5 DIRECTIONS FOR EXECUTION OF WORKS**

##### **4.5.1 Setting Out**

The Contractor shall be responsible for the true and proper setting out of works. If at any time during the progress of the work any error shall appear in any part of the work, the Contractor shall rectify the errors. The checking of any setting out by the Employer/



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Architect shall not in any way relieve the contractor of his responsibility for the correctness thereof

## **4.5.2 Engagement of labour**

The Contract or shall employ labor in sufficient numbers to maintain the required rate of progress and Quality of work. No child labour will be employed by the Contractor.

The contractor shall comply with all the provisions of Minimum wages Acts, Industrial Disputes Acts, ESI Acts.

The Contractor shall indemnify the Employer against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.

The contractor shall provide at his own cost for the protection of the works and for the Safety of those employed on works or the Public.

## **4.5.3 Water and Power Requirements**

All arrangements for water and Power required shall be made by the Contractor at his own costs and nothing extra on this account shall be paid to him. Similarly filtered water required for drinking purposes for the laborers shall also be arranged by the Contractor at his own cost.

The contractor shall make necessary arrangements for procuring petrol/ diesel for machinery or for Power generation to ensure uniform progress of work in the event of Power failure.

No extension of time of completion of the contract shall be allowed on account of Power failure.

## **4.5.4 Disruption of Progress**

The Contractor shall give written notice to the Architect whenever progress of work likely to be delayed. The notice shall include details of the drawings or order required and of why and when it is required and of any delay likely to be suffered if it is late.



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If for any reason, within reasonable time, the Architect is unable to give directions, and the work suffers, then the Architect shall take such delay into account In determining any extension of time to which the Contractor is entitled.

### **4.5.5 Rectification of Defects**

If it appears to the Architect that any work has been executed with Imperfect workmanship or inferior material, then the Contractor shall rectify/ reconstruct the part so specified.

### **4.5.6 Samples**

Samples of all materials to be used in works, shall be submitted for approval to the Architects, within four days of commencement of Contract,

The costs for preparing samples will be borne by the contractor.

### **4.5.7 Inspection of Works**

All works in execution stage or executed shall be open to inspection and supervision of the Architect/ his representatives. During the Visit of the Architect, the Contractor or his representative should be available on site.

### **4.5.8 Preparation of Program Schedule**

The contractor, in consultation with the Architect shall prepare a program schedule of the various activities, before commencing of the works.

### **4.5.9 Extension of Time for Completion**

If the contractor shall desire an extension of the time for completion of the work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Architect within 3 days of occurrence of such hindrance and the extension he so desires.

The Architect, in consultation with the Employer shall, if, in his opinion will authorize such extension of time as may be proper.

### **4.5.10 Liquidated Damages For Delay**





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The time and Date stipulated in the contract for the completion of the work shall be deemed to be the essence of the contract. If the contractor fails to carry out the works within the stipulated time or the extended time if given, then he shall pay to NEW INDIA ASSURANCE CO. LTD. a sum of 0.5% of the total Contract Price per week as Liquidated damages, for the period the works remain unfinished. The total amount of such a penalty shall not exceed 10% of the total Contract Price.

### **4.5.11 Defects Liability Period**

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Employer any defects which may-develop or may be noticed before the end of (2-months from the Certified Completion date and intimation of which has been send to the contractor within 7 days of the expiry of the said period.

If the Contractor, while rectifying the above defects, damages any other area of the site, will make good the related defects also at his own expense. In case he does not do so then the same would be got done by the Employer and expenses would be deducted from the amount due to the contractor.

## **4.6 MEASUREMENTS AND PAYMENTS**

4.6.1 A bill supported with measurement details shall be submitted by the contractor fortnightly to the Architect for all works executed and the Architect or his representative shall verify the requisite measurements. All bills shall be submitted in triplicates.

All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment and not as payments for works actually done and completed and shall not preclude the requiring of bad and imperfect work to be rectified or considered as an admission of due performance of the contract.

Income tax deductions will be made as per the prevailing rates from the contractor's on account bills.

### **4.6.2 Final Bill**

Final bill supported with consolidated measurements of the full work executed shall be submitted by the contractor, the same will be verified by the Architect within Three weeks of Completion of Works.

After Verification, the Architect will give seven days notice to the Contractor to Countersign the bill as a token of acceptance or intimate in writing his intention to dispute. If the Contractor fails to take appropriate action within the prescribed period as above, then the bill finalized by the Architect shall be final and binding on the Contractor.

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### **4.6.3 Claim for Interest**

No Claim for interest will be entertained by the Employer, with respect to any money balances as lying with the Employer.

### **4.6.3 Rates For Extra, Additional, Altered or Substituted works.**

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions, in their respective order.

i) If rates for similar works are directly available in the Contract for the work, the contractor is bound to carry out at the same rates as available in the contract.

i) If rates are not directly available in the contract, then they will be derived from the rates for a similar class of works as are specified in the contract,

ii) If the rates cannot be determined, then the Contractor shall submit a detailed cost analysis as per market rates for same. The Architect will settle such claims.

## **4.7 GUARANTEES**

### **4.7.1 Quality of Work**

The Contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and method of construction.

The Specifications assume a proper degree of Skill on the part of the Contractor and Workmen Employed. The Contractor shall consult the Architect, whenever in his judgment variation in the methods of Construction or in the quality of material would be beneficial or necessary to fulfill the guarantee called for. Such variations may be made by the Contractor, only when authorized by the Architect.

### **4.7.2 Cost of Execution of work or repair, etc.**

All works of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.



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## **4.7.3 Remedy on Contractor's failure to carry out the works required.**

If the contractor shall fail to do any such work as the aforesaid required by the Architect. The Employer shall be entitled to carry out such works at the contractor's own cost and recover the same from any money that may become due to the contractor.

## **4.7.4 Contract Valid during Guarantee Period**

This contract shall remain valid and in force until the expiry of Guarantee Period.

## **4.8 RESCINDING/ TERMINATE CONTRACT**

4.8.1 In any case under any clause of this contract, the contractor has rendered himself liable to pay compensation amounting to whole of his retention deposit in hands of Employer, the Architect in consultation with the Employer, on his behalf shall have power to adopt any of the following courses –

- a. To rescind the contract (of which rescission notice in writing to the contractor shall be conclusive evidence)
- b. To employ a contractor paid by the Employer and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labor and the price of the materials.
- c. To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands and to give it to another contractor to complete. In this case any expense which may incur in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer.

In the event of any of the above courses being adopted by the Architect, the Contractor will have no claim to compensation to any loss sustained by him.



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## **4.8.2 Termination of the Contract**

If at any time after the commencement of the work the Employer for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, Architect shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which would have derived from the execution of the work.

## **4.8.3 Jurisdiction**

The contract and its operation shall be governed by the laws of India, for the time being in force. The contract shall be deemed to have been entered into at Jaipur.

## **4.8.4 Bye Laws and Local Authorities**

The contractor shall conform to the provisions of any Govt. Acts and regulations of Local Authorities. Contractor would pay all charges and fees for towards Stacking, etc. The Contractor shall keep the Employer indemnified against all penalties and liabilities incurred in connection with the said contract.

The contract will be governed by the Indian Contract Act, Indian Sales Act and all other relevant laws.

## **4.8.5 Arbitration**

All disputes related to the said contract shall be referred to the arbitration of the person appointed by the Employer. All rules will be subject to Arbitration Act 1940, or any statutory modification or re-enactment thereof.

It is a term of the contract that if the Contractor does not make any demand for arbitration in writing within 30 days of receiving the intimation from the Employer that bill has been certified for Payment, the claim of the contractor will be deemed to have been waived absolutely and the Employer shall be discharged and released of all liabilities under the contract.



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## FORM OF AGREEMENT

Made at ..... day of ..... between New India Assurance Co. Ltd., Regional Office - I, New Delhi hereinafter referred to as the Employer which expression shall include their heirs, executors, administrators and assigns) of the one part and.....(Hereinafter referred to as Executors which expression shall include their heirs, executors, administrators and assigns) of the other part.

Employer is desirous of Furnishing Works at.....  
And has caused drawings and specifications describing the work to be done to be prepared by Ar. Viridi, **Architects, 9810419468** as their Architects.( hereinafter referred to as the Architects)

The said drawings and Specifications and the Price Schedule of Quantities have been signed by both the parties and the contractor has agreed to execute upon.

### NOW IT IS HEREBY AGREED AS FOLLOWS

1) In consideration of the said contract, payments to be made to the contractor & herein after provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said Priced Schedule of Quantities.

1) The Employer shall pay the Contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.

2) The said Contract comprises the building above mentioned and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said Architects even, though such works may not be shown on the Drawings or described in the said Specifications or the Priced Schedule of Quantities.

3) The Employer through the Architect reserves to himself the right of altering the drawings and nature of the work and adding to or omitting any items of work or of having portions of the same carried out otherwise and such alterations shall be carried out without prejudice to this contract.

4) The Employer in consultation with the Architect reserves the right to exercise control on quality of work, check the measurements, approval of rates of extra or substituted items. The decision of the Architect shall be final and binding in this regard.

5) The following documents shall be deemed to form and construed as part of this agreement along with the amendments, negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter and parties hereto will

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respectively abide by and submit themselves to the Conditions and Stipulations and perform the agreement on their parts respectively in such conditions contained

- a) Notice inviting Tender
  - b) Instructions to Tenderers
  - c) General Conditions of Contract
  - d) Special Conditions of Contract
  - e) Technical Specifications
  - f) Schedule of Quantities
  - g) Employers letter dated..... To the Contractor awarding the Contractor awarding the Contract
  - h) Contractors letter dated ..... to the Employer in acceptance of the award of Contract
- 6) All dispute arising out of or in anyway connected with the agreement shall be deemed to have arisen at Delhi, the Court in Delhi shall have jurisdiction to determine the same.
- 7) The several parts of this contract have been read to us and fully understood by us.

Witness our hand this ..... day of .....2018

**SIGNED BY THE SAID EMPLOYER**

Witness

- 1)
- 2)

**SIGNED BY THE SAID CONTRACTOR**

Witness

- 1)
- 2)



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## **SPECIAL CONDITIONS OF CONTRACT**

### **6.1 Insurance for Works**

The contractor before commencing on execution, without limiting his obligation shall insure the works against all acts of God, at his own costs and keep them insured till the completion of the project, in the joint names of the Employer and the contractor, for the full amount of the Contract.

The Contractor shall deposit the policy and receipt for the premiums with the Employer within 7 days from the date of signing of the contract. In case the Contractor fails to do so, then the Employer can make the required Policy and deduct the amount from the Contractor's amount due.

### **6.2 Insurance in respect to damage to persons and property**

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any other person employed by him.

The clause shall be held to include any damage to buildings whether immediately adjacent or otherwise. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property.

The Contractor shall reinstate all damages of every sort mentioned, due to his contract work to the property of third parties.

The Employer shall be at liberty and is empowered to deduct the amount of any damage or compensation levied on him due to the negligence of the Contractor.

Such insurance will not limit or bar the liability and obligation of the contractor to deliver the works to the Employer complete in all respects as per the contract. In case of loss or damage, the money payable under any insurance shall be received and retained by the Employer until the works are finally complete and such money shall then be credited to the Contractor in final settlement of accounts.



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## LIST OF APPROVED AND NOMINATED MANUFACTURERS / SUPPLIERS OF MATERIALS

### NEW INDIA ASSURANCE CO. LTD. INTERIOR FURNISHING ITEMS

<u>Sl.No.</u>	<u>MATERIALS</u>	<u>APPROVED BRANDS</u>
1.	False Ceiling & Cornices	: India Gypsum
2.	Wood Framework: All wood must be well seasoned, Free from knots, other defects.	: Malaysian sal / Maranti (seasoned) with 2 coat of wood preservative
3.	Wood skirting /mouldings, Liping /beading and door frame	: Steam beech/ Mahogany/Teak wood/Sal wood.
4.	Commercial ply	: Archid / Century/ Greenply MR GRADE
5.	Laminate	: Formica/ Century / Merino
6.	Veneer	: Mayur/ Durian/Century
7.	Flush Door	: Mayur / Century / Greenply
8.	Wood Preservative	: STP- Pentaphene pale / Termination Tor (Pidilite)
9.	Adhesive	: Fevicol SH (Pidilite) / Araldite/SR- 998/Century – SH.
10.	Door Closer	: Godrej /Ozone//Opel
11.	Floor Spring	: DORMA/OZONE
12.	Door Lock	: Godrej Cylindrical pin level / CIEF
13.	Drawer Lock	: Godrej Multipurpose
14.	Hardware	: GKW
15.	Hinges	: CIEF/Ebco





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Sl. No MATERIALS

APPROVED BRANDS

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16.	Screws	: GKW/ Nettle fold
17.	Carpet	: Transasia / Uniproducts
18.	Vertical blinds	: Vista Levolor/Mac Decor
19.	Sun Control Film	: Garware
20.	Soft Board / Display Board	: Jolly board
21.	Paints (Enamel & Emulsion)	: Asian / Berger/ICI
22.	Texture paint	: Spectrum
23.	Ceramic Tiles	: Nitco/ Kajaria,
24.	Vitrified tiles	: Kajaria/NITCO/Johnson
25.	Glass	: Modi Guard/ Saint gobain
26.	Handle	: Stainless steel finish Neki / Hassely
27.	PVC Floorings	: Armstrong/Krishna Vinyle
28.	Sanitary Fittings	: Jaguar/Parryware

## NOTES:

1. In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Architect. The preference of make/brand of the material listed above will be decided by the Architect. The make/brand of any other item will be as mentioned in the drawings issued by the Architect.
2. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Architect. A written approval of these samples shall be sought prior to commencement of any work. Architect reserve the right to enquire the genuineness of any material used at site directly from the manufacturer/Dealer.



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## LIST OF APPROVED AND NOMINATED MANUFACTURERS / SUPPLIERS OF MATERIALS

### **ELECTRICAL, LAN WORKSMAKE OF MATERIALS NEW INDIA ASSURANCE CO. LTD.**

1	PVC fittings	Kalinga /SUPER/ AKG / Precision
2	Wires – PVC insulated copper	Finolex / Havells/Anchor/Echo/Skytone
3	Cables (armored)	Gloster / Nicco / Havells / Evershine KDK
4	A.C Starter, Plug Socket	Legrand / Crabtree / Northwest
5	Light & Power switch socket	Crabtree-Sapphire series /MK Modular Type
6	Telephone Socket	RJ-11 Crabtree/Anchor/Roma
7	DB MCB	Legrand/ Havell's/Standard
8	MCB	Legrand / Havell's / Standard
9	Telephone cable	D-Link/.51 Netco / National
10	Light fitting	PHILIPS, Wipro Approved by Architect.
11	Fuse Switch	L&T / Havell's
12	Telephone Connector	Corn
13	Ceiling/ Wall fan	Crompton / Orient / Khaitan
14	Exhaust fan	Crompton / Orient / Khaitan
15	P.V.C tape	Steel Greep
16	Call bell	Max
17	Cable Lug	Dowell's
18	Cable gland	Brass heavy type good quality
19	Distribution board	MDS / Havell's

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20	MS conduit	Heavy duty with ISI mark 16 SWG
21	Starter & single phasing preventer	SEIMENS
22	SPN, TPN, Sheet metal	Havell's / MDS
23	Pipe Metal	M.S Conduit 16 S.W.G
24	Metal Pipe Fittings	Cast iron with thread & inspection cover
25	Pipe PVC (Rigid Conduit)	Kalinga /Super/AKG / Precision
26	PVC fitting for Rigid	-Do-
27	PVC Roll Pipe	Super Dalda or equivalent heavy guage
28	PVC Casing Casing Fittings	Good quality heavy guage (colour white)
29	Lugs	Dowells
30	Terminals	Essen/Elmex
31	Burgularalarm	Godrej/Globe Detective
32	E-Cat 6 Patch Pannel	D-link/Avaya

## NOTES:

- In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of Architect. The preference of make/brand of the material listed above will be decided by the Architect. The make/brand of any other item will be as mentioned in the drawings issued by the Architect.
- The contractor shall provide samples of all materials mentioned in the list of makes as required by the Architect. A written approval of these samples shall be sought prior to commencement of any work. Architect reserve the right to enquire the genuineness of any material used at site directly from the manufacturer/Dealer.



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**FINANCIAL BID**

**Tender Reference No. – DRO I/ESTATE/312000/2024-25/1**

**e-Tender Document**

**For Renovation Work which includes Electrical & Furnishing etc. at  
204, 2<sup>nd</sup> floor, Bhika Ji Bhawan, Bhika Ji Cama Place, New Delhi  
OF**

**THE NEW INDIA ASSURANCE CO. LTD.**

**Last Date of Submission : - 24.05.2024 before 2.30 pm**

**ISSUED TO:-.....**