



# दि न्यू इण्डिया एश्योरंस कंपनी लिमिटेड

(भारत की प्रमुख बहुराष्ट्रीय साधारण बीमा कंपनी)

CIN:L66000MH191900000526

**THE NEW INDIA ASSURANCE COMPANY LTD**

(India's Premier Multinational General Insurance Company)

जवाब में कृपया संदर्भ उद्धृत करें  
IN REPLY PLEASE QUOTE  
REF

चेन्नई रीजनल ऑफिस - 710000  
770-A, देवा टावरस,  
III फ्लोर, एन्ना सालाई,  
चेन्नई - 600002.

Chennai Regional Office - 710000  
770-A, "DEWA TOWERS"  
III Floor, Anna Salai,  
Chennai - 600 002.

फोन / Phone : 044 23456701 (10 Lines)

फैक्स / Fax : 044 23456713 / 714

ई-मेल / E-Mail : nia.710000@newindia.co.in

कंस्यूमर केयर / Consumer Care : 1800 209 1415 (Toll Free)

24/04/2023

Tender No.SKYLARK/EXT.REP/01/2023-24

## CORRIGENDUM

**TOWARDS DATE EXTENSION FOR PROPOSED EXTERIOR RENOVATION AT FLAT  
NO.6A, SKYLARK APARTMENT, 6TH FLOOR, RUTLAND GATE, 5TH STREET,  
CHENNAI-600006.**

Due to insufficient response/bids received at our E-procurement site, we are hereby extending the above E-tender by 10 working days.

The tender will close on 03/05/2023 at 1:00pm.

  
**M.V.CHANDRASEKAR  
REGIONAL MANAGER**





# दि न्यू इण्डिया एश्योरंस कंपनी लिमिटेड

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IN REPLY PLEASE QUOTE  
REF 11 April 2023

चेन्नई रीजनल ऑफिस - 710000  
770-A, देवा टावर्स,  
III फ्लोर, एना सलाई,  
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Tender no:SKYLARK/EXT.REP/01/2023-24

## E TENDER NOTICE

### WORK FOR

**PROPOSED EXTERIOR RENOVATION AT FLAT NO.6A,SKYLARK APARTMENT,6TH FLOOR,  
RUTLAND GATE 5TH STREET,CHENNAI-600006**

The New India Assurance Company Limited, Chennai Regional Office intends to invite tender from pre qualified contractors towards proposed exterior repairs and renovation works for Rs.3,22,400/- at Flat No.6A,Skylark apartment,6<sup>th</sup> floor,Rutland Gate 5<sup>th</sup> street,Nungambakkam, Chennai-600 006

The work shall be executed as per specifications and supervision of the Architect M/s.Foarcons

Tender documents can be downloaded from the company's e- procurement website  
[www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)

Bidders must submit EMD of Rs.3,250/- by way of a demand Draft from any nationalised Bank / Scheduled Bank drawn in favour of The New India Assurance Company Limited payable at Chennai. The DD must be sent to the following address before the last date of submission of the e tender and a scanned copy of the DD must be uploaded in the e procurement web site.

**The cover bearing the DD must clearly mention the tender for which the EMD is submitted along with the name of the organisation participating in the tender and the name and mobile number of the contact person**

**(Read details for submission of EMD in tender document)**

THE REGIONAL MANAGER  
ESTATE AND ESTABLISHMENT DEPARTMENT  
THE NEW INDIA ASSURANCE COMPANY LIMITED  
770 A ANNA SLAI,  
DEWA TOWERS III FLOOR, CHENNAI -600002

The bidders can submit their bids on or before 23/04/2023 up to 01 PM through e procurement mode i.e. Through [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) only.

The New India Assurance co.ltd does not bind itself to accept any or all the bids and reserve the right to reject any or all bids without assigning any reason thereof.

All updates, corrigendum, addendum etc. Will be published on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC) only.

ESTATE AND ESTABLISHMENT DEPARTMENT

B1

**THE NEW INDIA  
ASSURANCE  
COMPANY LIMITED  
  
CHENNAI RO**

EXTERIOR RENOVATION WORKS OF  
FLAT NO:6A, 6th FLOOR, IN SKYLARK  
APARTMENT, RUTLAND GATE, 5TH  
STREET, NUNGAMBAKKAM CHENNAI

CONSULTANTS : **FOARCONS**  
FORUM ARCHITECTURAL CONSULTANTS  
NO-1, GANGA FLATS, 3/2 – NAKKIRAR STREET,  
WEST MAMBALAM, CHENNAI – 600 033.  
PH: 24812179, CELL NO: 9381034445  
Email ID: foarcons@ymail.com

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## SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

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

17. Tender cost/EMD exemption will be as per government rules applicable to MSME & NISC. Please submit relevant certificates in respective heads.
18. Only bids submitted through online mode will be considered for evaluation.
19. The vendor,if selected for the work, should have valid insurance for the installation and electrical works team.
20. The vendors in and around Chennai city dealing in airconditioning and electrical works need apply.
21. 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	<b>M/s. Antares Systems Limited</b>	<a href="http://www.tenderwizard.com/NIAEPR/OC">www.tenderwizard.com/NIAEPR/OC</a> <b>9686115304</b>
2	For Tender related Queries	The New India Assurance Co. Ltd	Bhaskaran, Manager, Chennai RO Cell no - 098842 64784

## PREAMBLE

**THE NEW INDIA ASSURANCE COMPANY LTD.** Regional office, Dewa towers, 3rd floor, 770-A, Anna Salai, Chennai-600002. Intends to carry out Exterior Renovation work of Flat No:6A in Skylark Apartment Nungambakkam Chennai.

The New India Assurance Company Ltd. have appointed **M/S FOARCONS (FORUM ARCHITECTURAL CONSULTANTS)** Ganga Flats, 3/2 – Nakkirar Street, West Mambalam, Chennai – 600 033 as Architect and Project Management Consultant (PMC) for the project.

NIA invites tenders from eligible contractors to take part in the contractor selection process for Civil Exterior Repair Works in Flat No:6A of Skylark Apartment Nungambakkam Chennai.

The process for selecting a Contractor is divided into two parts (collectively referred to as the Tender Process) namely invitation of Tenderers by issue of the Request For Qualification (**RFQ**) and short listing of qualified Tenderers by vetting of their tenders (**Qualification Process**) and the invitation of financial bids from short listed Tenderers by issue of the Request For Proposal (**RFP**) and awarding the bid in accordance with the terms thereof (**Bid Process**). The Qualification Process shall qualify Tenderers on the basis of information provided by them and evaluation done by the Consultant and the Client of their tenders. This RFQ document is being provided to enable Tenderers to submit details mentioned in schedules “A” to “F” of this RFQ. The RFP document shall be provided only to those Tenderers who have qualified under the Qualification Process. At the end of the Tender Process, the Bidder submitting the **lowest bid** shall be awarded the Works envisaged under this RFQ. In case the Consultant and the Client feel that any one of the tenders or bids or all the tenders or bids are unresponsive, they are free to reject any one or all the tenders or bids and/or cancel the entire Tender Process and recall for fresh tenders or bids, with same or altered conditions of contract, without assigning any reason for the same.

For the purpose of the Tender Documents, persons submitting tenders in response to the RFQ shall hereinafter be referred to as the “**Tenderers**” and the persons from amongst the short listed Tenderers to submit bids in response to the RFQ shall hereinafter be referred to as the “**Bidders**”.

### IMPORTANT DATES

TENDER AVAILABLE FOR BIDDERS (FROM)	:	10/04/2023
PRE BID MEETING AT 3:30 PM	:	13/04/2023
LAST DATE FOR TENDER SUBMISSION	:	23/04/2023
TECHNICAL BID OPENING	:	24/04/2023



## NOTICE INVITING TENDER

### **EXTERIOR RENOVATION WORK OF FLAT NO:6A IN SKYLARK APARTMENT NUNGAMBAKKAM CHENNAI**

1. THE NEW INDIA ASSURANCE COMPANY LIMITED invites e-tender, in prescribed form, as uploaded in the Company's "e procurement website" for the following work from reliable, bona fide and resourceful Contractors experienced in similar type of works for **Central Government or State governments or PSU's or PSU Bank's/Financial Institutions/Govt Corporations or for Listed companies in NSE/BSE or Insurance companies.**

Name of Work	Completion Period	Last date of submission of Qualification document
EXTERIOR RENOVATION WORK OF FLAT NO:6A IN SKYLARK APARTMENT NUNGAMBAKKAM CHENNAI	45 DAYS	23/04/2023

2. The estimated cost of the work is about **₹3,25,000/- (Rupees Three Lakh and Twenty Five Thousand Only excluding GSTN).**

3. Eligibility criteria:

A. The Tenderers must have completed –

**3 (Three) similar works each of 40% (Forty percent) of the estimated cost (₹1,30,000/-)**

OR

**2 (two) similar works each of 50% (Fifty percent) of the estimated cost (₹1,62,500/-)**

OR

**1 (one) similar work of 80% (eighty percent) of the estimated cost (₹2,60,000/-)**

- In the last **5 (five) consecutive** proceeding 31<sup>st</sup> March 2023.
- The Tenderer should furnish required project specific information and evidence in support of its eligibility criteria, as per format – Schedule B
- It is clarified that similar works means Interior, electrical and ac works for clients in Chennai.
- Tenderer may be a single entity / company. There shall be no change in control of the Tenderer during the entire Tender Process or during the Contract Period (if the Tenderer is awarded the Works in accordance with the terms hereof) without the prior consent of The Client.
- The term "control" shall mean (i) the ability to appoint majority of the members on its board of directors, or (ii) the ability to cast more than 50% (fifty per cent) of the voting rights attaching to voting securities

- B. Minimum average annual turnover for the last **three consecutive financial** years immediately preceding 31<sup>st</sup> March 2023 should not be less than **₹3,25,000/- (Rupees Three Lakhs and Twenty Five only)**. An Auditor's certificate + tax return statement shall be submitted in support of the Tenderers annual turnover.

## POINTS TO BE NOTED

1. Works envisaged under this contract are required to be completed in all respects within the completion time set out in paragraph 1 above.

The Tenderer shall ensure inclusion of all details required under the RFQ (TECHNICAL BID). The Tender Documents consists of RFQ (TECHNICAL BID) and RFP (FINANCIAL BID) documents.

2. Tender participation is only through Company's e-procurement website [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC).

Site visit/ inspection by the participating tenderers can be undertaken from **11/04/2023 to 13/04/2023** <sup>[F1]</sup> **between 10.30 am and 1.00 pm**. interested bidders are requested to contact Mr.Baskaran, Manager, Mobile 9884264784.

3. Pre Bid Meeting to be held on **13/04/2023** <sup>[F2]</sup> **at 3.30 pm** at The New India Assurance Company Ltd., Regional office, Dewa towers, 3rd floor, 770-A, Anna Salai, Chennai-600002

4. Bidders must submit EMD of **₹3,250/- (Rupees Three Thousand Two Hundred and Fifty Only)** in the form of Demand Draft from any Nationalised Bank / Scheduled Bank drawn in favour of **The New India Assurance Company Ltd. Payable at Chennai** before last date of submission of tender. **Scanned copy of same must also be uploaded on e-procurement website.**(compulsory).The DD must be sent to **THE NEW INDIA ASSURANCE COMPANY LTD.** Regional office, Dewa towers, 3rd floor, 770-A, Anna Salai, Chennai-600002 along with a covering letter giving details of DD. The name of the tenderer and the Mobile number to be mentioned on the reverse of DD.

5. Each page of the tender should be duly stamped with the company seal of the Tenderer and signed by a person authorized to do so by the Tenderer.

6. Should have enclosed **dealership with tender participate certificate** from authorized OEM for Bank of India verification purposes.

7. Should have enclosed latest (January 2020) GSTN returns.

8. Should have enclosed ESI PF certificate for their employees

9. Should have enclosed a solvency certificate from a schedule bank

10. Bidders can submit their bids on or before **23/04/2023 up to 01.00 pm** only through e-procurement mode i.e. through website [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC).

11. Those tenderers, whose RFQ (TECHNICAL BID) through e-tender process is found acceptable shall be allowed to participate in the RFP (FINANCIAL BID).

12. The Company will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.

13. All updates , corrigendum, addendum etc. will be published on [www.tenderwizard.com/NIAEPROC](http://www.tenderwizard.com/NIAEPROC)

FORM OF TENDER SUBMISSION

**This letter should be submitted on the Tenderer's letterhead**

To,

**THE REGIONAL MANAGAR**

M/s. The New India Assurance Company Ltd.  
Regional office  
Dewa Towers, 3rd floor,  
770-A, Anna salai,  
Chennai-600002

Sir/Madam,

I / we have read and examined the following documents forming part of the Request for Qualification (RFQ) issued on 05/04/2023 [F3]

- (i) Notice inviting tender
- (ii) Form of tender submission
- (iii) Format for agreement
- (iv) All appendices and schedules
- (v) Memorandum
- (vi) Special Instruction to Tenderers
- (vii) General condition of Contract
- (viii) Safety code & Model
- (ix) General Specifications
- (x) Mode of Measurements
- (xi) List of Approved make & materials
- (xii) Material check list
- (xiii) Drawings

I / we understand and agree that only if I / we are qualified in the RFQ (Technical Bid) stage, we shall be allowed to log in to the RFP (Financial Bid) and be allowed to participate further in the Tender Process.

Yours faithfully,

Tenderer's authorized person \_\_\_\_\_

Office Address with company seal:

## Format of Agreement

Articles of Agreement made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021 between The new India assurance co. ltd. In the district of Chennai (hereinafter called "the employer") of the ONE PART and \_\_\_\_\_ in the district of (hereinafter called "the contractor")

**WHEREAS** the employer is desirous of Exterior Renovation work of Flat No:6A In Skylark Apartment Nungambakkam Chennai. as per schedule I to this agreement and has caused drawings, bills of quantities, and a specification describing the work to be done as prepared by M/s FOARCONS Architects, ganga flats, 3/2 nakkirar street, west mambalam Chennai -33. (Hereinafter called the "The Architects")

**AND WHEREAS** the said drawings as per schedule II to this agreement inclusive, the bill of quantities and the specifications as per Architect's specification / M.D.S.S/ local PWD specifications as The Indian standard specifications have been signed by or on behalf of the parties hereto:-

**AND WHEREAS** the contractor has agreed to execute upon and subject to the conditions set forth in schedule III hereto(hereinafter referred to as "the said conditions") the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only.)

### **NOW IT IS HEREBY AGREED AS FOLLOWS;**

1. Inconsideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to be paid at the times and in the manner set forth in the said condition, the contractor will upon and subject to the said conditions execute and complete the works shown up to the said drawings and described in the said specification and bill of quantities.
2. The employer will pay to the contractor the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The term “the Architects” in the said conditions shall mean M/s. FOARCONS Architects, Ganga flats, 3/2 nakkirar street, west mambalam Chennai -33. Or in the event of their ceasing to be architects for the purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the arbitrator mentioned in the said conditions. Provided always that no person subsequently appointed to be architects under the contract shall be entitled to disregard or overrule any decision or approval or direction give or expressed by the architects for the time being.

4. The said conditions, specifications and priced bill of quantities shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions, specifications and priced bill of quantities contained.

**SCHEDULE-I**

of floor plan

**SCHEDULE-II**

Contains drawing number

**SCHEDULE-III**

Correspondence between contractor and client  
As witness our hand the day and year first above written.

Signed by the said employer  
In the presence of witnesses

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by said contractor(s):  
In the presence of Witnesses:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE - A**

**IDENTIFICATION AND FINANCIAL DATA SHEET**

1. \_\_\_\_\_  
(Firms Name)
  
2. \_\_\_\_\_ Year of incorporation.
  
3. \_\_\_\_\_ Type of incorporation.
  
4. \_\_\_\_\_  
(Head Office Address)
  
5. \_\_\_\_\_  
(Local Office Address)
  
6. Principal Officers who will manage the work from head office.
  - a.) \_\_\_\_\_  
(Name) (Title / Position) (Dt. Of Appoint.)
  
  - b.) \_\_\_\_\_  
(Name) (Title / Position) (Dt. Of Appoint.)
  
  - c.) \_\_\_\_\_  
(Name) (Title / Position) (Dt. Of Appoint.)
  
7. Principal Officers in local / site offices.
  - a.) \_\_\_\_\_  
(Name) (Title / Position) (Dt. Of Appoint.)
  
8. \_\_\_\_\_  
(Local Associate Firm or Agents)
  
9. Total liabilities ( ) \_\_\_\_\_
  
10. Total assets ( ) \_\_\_\_\_
  
11. Current liabilities ( ) \_\_\_\_\_
  
12. Bank Overdrafts ( ) \_\_\_\_\_

13.	Net Worth	( )	_____
14.	Liquid Assets	( )	_____
15.	Stock of outstanding	( )	_____
16.	Current Assets	( )	_____
17.	Bank Reference:	(a)	_____
		(b)	_____
18.	Current credit Resources	( )	_____
19.	Solvency Amount in	( )	_____
20.	Annual Turnover.	( )	_____
	(Give Separately for	( )	_____
	Each year - last 3 years	( )	_____
21.	No. of Consortium if any		_____
	Date of consortium established		_____
	Name:		_____
	Signature:		_____
	Designation:		_____
	Date:		_____

**Seal of the company:**

Note: Incase of contractors, who are not limited liability Co., a solvency certificate from a schedule bank will be required.

**SCHEDULE - B**

**PROJECT WISE EXPERIENCE**

**WORKS for ₹1,30,000/- or ₹1,62,500/-or ₹2,60,000/-and above only**

1. Name of the project location:
  
2. Name and address of the client:
  
3. Brief description:
  
4. Starting date and completion date:
  
5. Contract value (as constructed value in lakhs)
  
6. Data of key personals who executed the project on behalf of applicant:
  - a. (a) Name (b) Qualification
  - b. (c) Category (d) Exp. before Project.
  
7. Tools and equipment used by the applicant in execution of the project.
  - i. Equipment
  
  - ii. Number
  
  - iii. Capacity
  
8. Seal of the Company:
  
9. Signature of the tenderer with date:

Note: Separate sheets shall be submitted to cover details in above format for the individual members of the consortium. Awarding of contract letter will not be sufficient. **Completion certificate from client/architect is mandatory and must be uploaded with the tender document. (the same is applicable for other eligibility criteria)**



**SCHEDULE - C**

**PROJECT WISE EXPERIENCE  
WORKS for ₹1,30,000/- or ₹1,62,500/- and above only**

1. Name of the project location:
  
2. Name and address of the client:
  
3. Brief description:
  
4. Starting date and completion date:
  
5. Contract value (as constructed value in ` lakhs)
  
6. Data of key personals who executed the project on behalf of applicant:
  - a. (a) Name (b) Qualification
  - b. (c) Category (d) Exp. before Project.
  
7. Tools and equipment used by the applicant in execution of the project.
  - i. Equipment
  
  - ii. Number
  
  - iii. Capacity
  
8. Seal of the Company:
  
9. Signature of the tenderer with date:

Note: Separate sheets shall be submitted to cover details in above format for the individual members of the consortium. **Completion certificate from client/architect is required to shortlist the contractor.**

**SCHEDULE - D**

**PROJECT WISE EXPERIENCE  
WORKS for ₹1,30,000/- and above only**

1. Name of the project location:
  
2. Name and address of the client:
  
3. Brief description:
  
4. Starting date and completion date:
  
5. Contract value (as constructed value in ` lakhs)
  
6. Data of key personals who executed the project on behalf of applicant:
  - a. (a) Name (b) Qualification
  - b. (c) Category (d) Exp. before Project.
  
7. Tools and equipment used by the applicant in execution of the project.
  - (a) Equipment
  
  - (b) Number
  
  - (c) Capacity
  
8. Seal of the Company:
  
9. Signature of the tenderer with date:

Note: Separate sheets shall be submitted to cover details in above format for the individual members of the consortium. **Completion certificate from client i/architect is required to shortlist the contractor.**

**SCHEDULE – E**

**PERSONNEL**

TENDERER'S NAME & ADDRESS:

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1. Number of Graduate in employment at present:  
AND available for deployed for this works.

- (i) With more than 10 years Experience
- (ii) Between 5 to 10 years Experience
- (iii) Between 2 to 5 years Experience
- (iv) Up to 2 years of Experience

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2. Number of supervisory personal available for deployment on proposed job with their qualification and years of experience.

I / We here by confirm that number of personnel, I / We will engage for proposed job will not be less than those listed in item 1 & 2 and agree more personnel, if so wanted in the opinion of the consultants / corporation at no extra cost.

Seal of the Company

Signature of the tenderer

Date: ..... / ..... / .....

**SCHEDULE – F**

BIO DATA OF TECHNICAL PERSONNEL IN EMPLOYMENT WITH THE TENDERER WHO WILL BE AVAILABLE FOR THE EXECUTION OF THE CONTRACT.

(Separate sheet to be used for each staff members)

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Positions held since  
Graduation : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If not a graduate, mention this fact)

-----  
Experience in Particular projects: (Additional sheets may be attached, if necessary)

During employment with the present employer and also in previous employment, if any.  
Give details chronologically going back from the present project.

Project name	Year	Employer	Experience on project

Seal of the Company

Signature of tenderer

Date: ..... / ..... / ...

**SCHEDULE – G**

DETAILS OF WORK IN HAND AND WORKS TENDERED FOR AS ON THE DATE OF SUBMISSION OF TENDER.

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FIRM'S NAME: \_\_\_\_\_

**WORKS IN HAND**

S. N.	NAME OF WORK	TENDERED COST( IN LAKHS)	COST OF WORK REMAINING TO BE EXECUTED	ANTICIPATED Dt. OF COMPLETION

**WORKS TENDERED FOR**

S. N.	NAME OF WORK	PLACE	ESTIMATED COST	DATE WHEN DECISION EXPECTED	STIPULATED DATE AND PERIOD OF COMPLETION

Seal of Company.

Signature of the tenderer

Date: / ..... / .....

**NOTE – Tenderer shall to submit the details of litigation history, if any, on separate sheet of paper. If there is no history that should be specifically mentioned.**

**SCHEDULE – H**

**MACHINERY AND EQUIPMENTS**

**LIST OF MACHINERY AND EQUIPMENTS AVAILABLE WITH TENDERER**

<b>Sr. No.</b>	<b>Name</b>	<b>No. of Units</b>	<b>Type &amp; Make</b>	<b>Capacity</b>	<b>Owned / Leased</b>	<b>Health Certificate / attached Yes / No.</b>
1.	Plywood cutting machine					
2.	Glass cutting machine					
3.	Aluminum fabrication tools and equipment.					
4.	Electrical works tools and tackles					
5.	Plumbing tools and tackles					
6.	Any others specify					

**Add to this list if required.**

Note: - If owned attached Registration Book. If Rented attached agreement with the Party.

Signature and seal of the tenderer

Date:

Note: Separate sheets shall be attached to cover the details in **above format only**, if required.

**MEMORANDUM**

Name of work	EXTERIOR RENOVATION WORK OF FLAT NO:6A IN SKYLARK APARTMENT NUNGAMBAKKAM CHENNAI
Earnest Money Deposit (EMD)	<b>₹3,250/-</b>
Initial Security Deposit (ISD)	EMD will be considered ISD
Percentage to be deducted from each bills (Retention Money-RM)	<b>10 %</b> in each running bill.
Total Retention Money	<b>10%</b> of accepted value (ISD+RM)
Time Allowed for the work	<b>45 Days</b> ( Forty Five days)
Liquidated Damages for Delay (LD)	<b>1%</b> of the tender amount shown in the tender per week
Defect Liability period	One year from final bill certification.

## SPECIAL INSTRUCTIONS TO TENDERERS

### 1. Time of completion, Extension of Time & Progress Chart

Time of completion:

The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within **Seven days** from the date of acceptance of letter or date of handing over of site, whichever is late. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

#### **Extension of Time:**

If the opinion of the Employer / Architects / PMC the works be delayed (a) by reason of any exceptionally inclement weather , or (b) by reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen strikes or lock-out affecting any of the building trades of (1) from other causes which the Employer may consider being beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect there for, In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the contractor shall, immediately give the Employer, Written notice thereof. Nevertheless the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for a extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strikes or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 15 respect to payment of liquidated damages shall in such case, be read and construed as if the extended dates fixed by the Employer were substituted for the damage shall be deducted accordingly.

#### **Progress of work:**

During the period of construction, the contractor shall maintain proportionate progress on the basis of a programmed Chart submitted by the contractor immediately before commencement of work and agreed to by Employer /Architects. Contractor should also include planning for procurement of scare material well in advance and reflect the same in the programmed chart so that there is no delay in completion of the project.

### 2. Defects Liability Period (DLP)

a) It must be realized that this period is for exposure of “latent defects” such as settlements, shrinkages or expansion cracks, undue weathering and wear due to faulty material and workmanship.

b) The DLP commences from the certified date of Virtual completion issued by the Architects.

c) In specialist contracts viz. for anti-termite and waterproofing treatment and the like, where the work is warranted to remain efficient and trouble-free for five to ten years

Through a specific guarantee on a stamp paper, appropriately worded amendments should be included in the contract documents to point out that the period of warranty supersedes the defects liability period stated in conditions of contract.

d) Whenever the company is of the view that the defects in the workmanship and/or materials used likely to be apparent only over a long period, the Defect Liability Period may be extended as deemed fit.



**3. Date of commencement**

The date of commencement shall be within **7 Days** from the date of acceptance of the letter issued to the contractor by the company.

**4. Date of completion**

Date of completion shall be **45 days** for the execution of the work from the date of receipt of the work order.

**5. Liquidated Damages for Delay (LD)**

The entry for the quantum of LD per week of delay, appropriate for the case in hand, should be selected from the following:

For Contracts having Time for completion 6 months and less : 1 % of the tender amount shown in the tender per week

**6. Period of final Measurement**

The Entry for the period of final measurement after completion shall be made after taking into account the complexity of the work and staff available for carrying out measurements.

All hidden works shall have already been measured as the work progressed in presence of contractors, company, Architect and respective specialized consultants to check up the quality and method of installation.

It should be noted that unless a longer period is stipulated, the condition of contract generally lays down One month (maximum) from the date of completion of the contract as the period of final measurement. Even though the maximum period of One Month is mentioned, it shall be endeavored to complete the measurements as expeditiously as possible

**7. Value of work for Interim certificate**

The minimum 60% value of work done, entitling the contractor to receive interim payments

**8. Period of Honoring Interim Certificate**

The period shall be ten days, from the date of receipt of the Certificate from the Architect along with "M" Book only signed by the contractor consultants & Architect.

**9. Period of Honoring Final Certificate**

The period shall be one month from the date of receipt of the final certificate from the Architect along with "M" book duly signed by contractor, Consultant and Architects and statutory certificates wherever necessary.

**10. Total security Deposit:**

The Total security Deposit **10%** on the cost of work for the contract is calculated as under:

The Total Security Deposit shall comprise of

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money

a) Earnest Money Deposit(EMD)

Earnest Money Deposit shall be **₹3,250/-** EMD will not carry interest. The EMD shall be accepted in demand draft.

b) Initial Security Deposit

The EMD will be considered as Initial security Deposit.

c) Retention Money

The retention percentage (i.e. deduction from interim bill) shall be 10% of the gross value of each interim bill. The total retention amount will be refunded to the contractor on the completion of defect Liability period of 12 months, subject to Issue of Virtual completion Certificate by the Architect

## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Architects.

**i. Interpretation**

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to him except where the subject or context otherwise requires:

**ii** Employer: The term employer shall denote NEW INDIA ASSURANCE CO LTD with their Head Office at Mumbai and any of its employees representative authorized on their behalf. Architects/ Consultants: The term Architects shall mean Foarcons Architects and Interiors Ganga Flats, 3/2, Nakkirar Street, West Mambalam, Chennai – 600 033.

The Architect with the approval of the Company may engage a local Architect/Consulting Engineer for supervision and co-ordination of the work at the site. He will be considered a representative of the Architect. The company may also engage a project Management consultant for the supervision of his work. He will be designated by the term PMC and work as Employer's agent at the site.

**iii.** Contractor: The term contractor shall mean \_\_\_\_\_ and his/their heirs, legal representatives, assigns and successors.

**iv** Site: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractor's use.

**v.** Site Engineer: The Site Engineer shall be appointed by the company. The company may also determine the number of Site Engineers and the supporting staff at site office to assist them and also whether the Site Engineer is shall be temporary or permanent. Where more than one Site Engineer is appointed, one of them shall be designed as Senior Site Engineer by the Premises Department and the other Site Engineer shall be reporting to the Senior Site Engineer. Wherever PMC is engaged, Site Engineer, if any, will work in close co-ordination with PMC

**vi** Drawings: The work is to be carried out in accordance with drawings, specifications the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site and employer! Architects/PMC shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawings are necessary contractor shall prepares such detailed drawings and or dimensional sketches there for and has it confirmed by the Employer/ Architects/PMC as case may prior to taking up such work.

The contractor shall ask in writing for all clarifications on and address of the contractor and his heirs, legal representatives, assigns and successors.

**vii.** "The Works" shall mean the work or work to be executed or done under this contract

**viii.** "Act of Insolvency" shall mean any act as such as defined by the presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

ix. “The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.

x. “Priced Schedule of quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

## 2. Scope

The work consists of Construction of Employer’s (details of work) in accordance with the “drawings” and “Schedule of Quantities”. Interior & electrical work at site

Scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer / Architects. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the employer’s / Architect’s and to furnish and install such detail with Employer’s / Architect’s concurrence, so that upon completion of the Air conditioning work the same will be acceptable and ready for use.

Employer or his agent(PMC) / Architects may in their absolute discretion issue further drawings and or written instruction, details, directions and explanations, which are, hereafter collectively referred to as “The Employer’s / Architect’s instructions” in regard to:

- a) The variation or modification of the design quality or quantity of work or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawing and / or specifications.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-executed of any work executed by the contractor/s. e) the dismissal from the work of any person employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned  
And those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in Such Employer’s or his agent/ Architect’s instruction, provided always that verbal Instructions, directions and explanations given to the contractor’s or his representative Upon the works by the Employer or his agent/Architects shall, if involving a variation, be confirmed in writing to the contractors within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer or his agent/Architects. Rates of item not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Architects as provided in clause “variation”.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

## 3. Tenderer shall Visit the Site

Intending tenderer shall visit the site and make him thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provided in their tender for cost of carriage, 1 freight and other charges as also for any special difficulties and “including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of the Employer or his agent/Architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

#### 4. Tenders

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on every page. Signature will indicate the acceptance of the tender papers by the tenderer. The schedule of quantities shall be filled in as follows.

- a) The "Rate" column to be legibly filled in both English figures and English word
- b) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- c) All corrections are to be initialed.
- d) The "Rate Column" for alternative items shall be filled up.

E) The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.

f) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "original" shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserve the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

**THE TENDERERS SHOULD NOTE THAT THE TENDER IS STRICTLY ON THE ITEM RATE BASIS AND THEIR ATTENTION IS DRAWN TO THE FACT THAT THE RATES FOR EACH AND EVERY ITEM SHOULD BE CORRECT, WORKABLE AND SELF-SUPPORTING.** If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis.

The work will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All item of work described in the schedule of Quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of work, the payment of such item of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer/Architects.

The Employer has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same/in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract. Please also refer to para 9 herein after.

The tenderer shall note that his tender shall remain open for consideration for a period as specified in general rules and Instructions under item No. 12 from the date of opening of the tender.

#### 5. Agreement

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

#### 6. Permits and Licenses

Permits and licenses for release of materials which are under government control will be arranged by the contractor.

The Employer will render necessary assistance, sign any forms or applications that may be necessary.

The Employer/Architect/PMC shall be indemnified against all government or legal actions for theft or misuse of all materials in the custody of the contractor.

## **7. Government and Local Rules**

The contractor shall conform to the provisions of all local Bye-laws and acts relating to the work and to the Regulations etc., of the government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc., and pay all fees payable to such authority for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liability and shall defend all actions arising from such claims or liabilities.

## **8. Taxes and Duties**

The tenderer must exclude in their tender prices quoted for GSTN charges as per government norms.

## **9. Quantity of Work to be executed**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess to be more than 25%.

## **10. Other Persons Engaged by the Employer**

The Employer reserves the right to execute any part of the work included in this contract any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

## **11. Contractor to provide everything necessary**

The Contractor shall provide everything necessary for the proper execution of the work According to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies he shall immediately and in writing, refer the same of the employer/Architects PMC whose decision shall be final and binding.

The rates quotes against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and-duties whatsoever for specific items, if any stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, shorting, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for protection for the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and the contractor shall take down any remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Employer/Architects.

The contractor shall at all the times give access to workers employed by the employer or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide such them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the employer as may required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc., The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

## **12. Time of Completion, Extension / of Time & Progress Chart**

1. Time of Completion: The entire work is to be completed in all respects within the stipulated period. Time is the essence of the contract and shall be strictly observed by the contractor. The work shall not be considered as complete

until the Employer/Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

**2. Extension of Time:** If in the opinion of the Employer/Architects/PMC the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instruction from the Employer in consequence of proceeding taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades or (f) from other causes which Employer may consider being beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of strikes or lock-outs, as are referred to above, the contractor shall, immediately give the Employer, written notice thereof. Never the less, the contractor shall use his best endeavours all that to prevent delay, and shall to all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be grown of consideration by the Employer for on extension of time as above declare the final completion date. The provision in cost 15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

**3. Progress of work:** During the period of construction the contractor shall maintained proportionate progress on the basis of a programme chart submitted by the contractors immediately before commencement of work and agreed to be the Employer/Architects. Contractor should also include planning for procurement of scarce materials well in advance and reflect the same programme chart so that there is no delay in completion of the project.

### **13. Liquidated Damages**

Should the work be not completed to the satisfaction of the Employer/Architects within stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the completion – date.

For contractors having	:	1.00% of the estimated amount shown in
Time for completion	:	the tender per week subjected to a ceiling
6 months and less	:	of 10% of the accepted contracted sum.

### **14. Tools, Storage of material, protective works and site office Requirements**

The contractor shall maintain a site office with site engineer to receive instruction notice or communication etc.

All drawings maintained on the site are to be carefully mounted on board's of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall use the toilets identified by the employer for use of their workmen and keep the same in a clean and sanitary condition to the satisfaction of the employer and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works distributed by these conveniences;

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles; cisterns water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes.

The contractor shall indemnify the Employer against any breach of rules in respect of anti- material measures.

Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangement for watching, lighting, and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works distributed.

Storage of materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools materials of sub-contractors and remove same on completion. Cement should be stored one feet above the ground level and have pucca raised floor.

Tools: The theologize levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the site Engineer. All measuring tapes shall be of steel and scaffolding and ladders that may be required for safely taking measurement shall be supplied by the contractor.

The maistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 3 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The site Engineer will use any or all, measuring instruments or tools belonging to the contractors as he chooses for checking the works executed on the contract. The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc., by sub-contractors for their work.

#### **15. Notice and patents of Appropriate Authority and Owners**

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structure were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/ Architects written notice specifying the variations proposed to be made and the reason for making them and apply for instruction thereon. The Employer /Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor shall arrange to give all notices requires for by the said Acts, Regulations or Bye-laws to be given any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respects of patent rights, royalties and damages to buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

#### **16. Clearing Site and setting out Works**

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost. The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The Contractor shall further set out the works to the alternative position at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

#### **17. Contractor Immediately to Remove All Offensive Matters**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him. The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the

building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

### **18. Access**

Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the, workshops, factory or other places where the materials are laying or from where they are being obtained, and the contractor shall give every facility to the Bank or their representative necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

### **19. Materials, Workmanship, Samples, Testing of Materials**

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work, and to his entire satisfaction.

If required by the Employer/Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the materials etc. Under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All works to be carried out generally as per BIS Specifications.

Branded items,i.e., BIS complaint items specified in the tender shall not be tested separately.However the other items if approved by Bank are subjected to testing as per tender specifications.All the materials(except wher otherwise described)stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, sales tax, octroil and other charges and must be the test of their kind available and the contractor must be entirely responsible for the proper and efficient carrying out of the work.The work must be done in the best workmanlike manner.Samples of all other materials to be used must be submitted to the Employer/Architects when so directed by the Engineer/Architects and written approval from Employer/Architects must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Architects may direct and shall product from injury all work when in course of execution.Any damage(during constructions)to any part of the work for any reasons due to rain,storm, or neglect of contractor shall be rectified.by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the production of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause,all new work and supply all temporary doors, protection to windows, and any other requisite for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

### **20. Removal of Improper Work**

The employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects or not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions.In case the contractor refuses to comply with the order the Employer shall have the power to Employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/Architects shall be borne by the contractor or may be deducted from any money due to or that may become



due to the contractor.No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

## **21. Site Engineer/Project Management Consultant**

The term "Site engineer/PMC" shall mean the person/agencies appointed and paid by the Employer or superintend the work.The contractor shall afford the Site Engineer/PMC every facility and assistance for examining the works and materials and for checking and measuring work and materials.The site Engineer/PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer/PMC shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from

Time to time be examine by the Architects, Engineer from the premises Department of the Employer and the Site Engineer if any, But such examine shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employers or his representative.

## **22. Contractor's Employees**

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer /Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skills or ability to perform their job efficiently. The contractor shall employ local labourers on the work as far as possible.

No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any laborer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
  - b) Employer's Liability Act
  - c) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
  - e) Apprentices Act 1961
  - f) Minimum Wages Act
  - g) Any other Act or enactment relating thereto and rules framed there
- Under from time to time

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental of the area where the contractor's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same

The contractor shall arrange to provide first-aid treatment to the laborers engaged on the works. He shall within 24 hours of the occurrence of the any accident at or about the site or in connection.

With execution of the works, report such accident to the Employer and also to the Competent Authority where such report is required by law.

### **23. Dismissal of workmen**

The contractor shall request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

### **24. Assignment**

The whole of the works includes in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or may part share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

### **25. Damage to person and property Insurance Etc.,**

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract . The clause shall be held to include inter-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

The contractor shall indemnify the Employer and hold harmless in respect of all any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of Any claim made in respect of injury or damage under any acts of compensations or damage consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claim for damages to the property or third parties-

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effect jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for any thing which may be executed from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

### **26. Insurance**

The contractor shall arrange to take "Contractors all risk insurance policy including third party liability," covering the entire period of contract (including extended period if any) for the entire scope of works for a risk cover not less than the contract value.

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and / or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint name of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer, the premium of such further sum being allowed to the contractor as an authorized extra.

The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance company should they elect to do so, proceed with due diligence with the completion of the work in the same manner as though the fire has not occurred and in all respect under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

## **27.Accounts , Receipts & Vouchers**

The contractor shall, upon the request of the Employer furnish them, with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contractor. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

**28.** Before taking any measurement of any work the site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the site Engineer then any such event the measurements taken by the site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

## **29. Payments**

All bills shall be prepared by the contractor in the form prescribed by the Employer/Architects. Interim bill shall be prepared after completion of 40% & 70% of the value of work done. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc.

The Employer/Architect shall issue a certificate after due scrutiny of the contractor' bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to the payment thereof, within the period of honouring certificate named in these documents. In case of delay due to some reason in the processing of such bills for payment, an advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of the work. The amount stated in an interim certificate shall be the total value of work properly executed and 75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Employer as retention money less TDS,

The Employer will deduct retention money as per tender conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be, progressively deducted from the amount due to the contractor in accordance with the quantities in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually, done and completed, and shall not preclude the Requiring of bad, unsound, and-imperfect or unskilled work to be; remove and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Site Engineer and payment shall be made within three months.

## **Final Payment**

The final bill shall be accompanied by a certificate of completion from the Consultants &Architects. Payment of final bill shall be made after deduction of Retention Money as specified earlier less TDS, less works contract tax at 2% for interior and electrical works, Retention Money shall be refunded after the completion of the Defects Liability Period after receiving the Employer's /Architects' certificate that the contractor has rectified all defects to the satisfaction of the Employer /Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respects of the work executed.

### **30. Variation/ Deviation**

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates, shall hold good for any increased or decreased in the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

### **31. Substitution**

Should the contractor desire to substitute any materials and workmanship, he / they must obtain the approval of the Employer / Architects in writing for any such substitution well in advance. Materials designed in this specification indefinitely by such term as "Equal" or "other approved" etc., Specific approval of the Employer /Architects has to be obtained in writing.

### **32. Preparation of Building Works for Occupation and Use on Completion**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircase, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

### **33. Clearing Site on Completion**

On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/Architects.

34 The site is already a working office and any hindrance to the working atmosphere by way of drilling hammering etc that may create undue noise is to be avoided during office hours. It will be the responsibility of the Company to obtain permission from the building owner for use of the premises round the clock. Also the Company will procure necessary gate pass / entry pass for the designated workers to stay overnight in the premises to carry out the work.

### **34. Defects after Completion**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 month after completion of the work. In default the Employer may Employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be recoverable from him by the Employer or may be deducted by the Employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No.12 together with any expenses the Employer may have incurred in connection therewith.

### **35. Concealed Work**

The contractor shall give due notice to the Employer/Architects whenever any work is to be buried in floor / earth, concrete, ceiling or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Architects be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architects shall be accepted as correct and binding on the contractor.

### **36. Escalation**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subjected to any fluctuation due to increase in cost of materials, labour, gst, etc. unless specifically provided in these documents.

The price variation clause being adopted by the IBA may be followed if such a situation arises on a case-to-case basis.

Further in case of variation in the wages of labour due to statutory enactments like the revision of the Minimum Wages Act by more than 10%, the increase in actual labour cost due to the implementation of the statutory provisions based on the number and category of labour actually borne on the Muster during the period under consideration may be also considered, if provided in the tender.

### **37. Idle Labour**

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstance.

### **38. Suspension**

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded with in a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subject from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clause 42 (Termination of contract by Employer)

### **39. Termination of Contract by Employer**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater Part, in number amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by employer to give reasonable security therefore . or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contractor by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole on which shall continue in force as fully if the Contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor ( without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be,

the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail.

To do so within a period of 14 days after receipt by him the employer may sell the same by public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in get the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

#### **40. Arbitration**

All disputes or difference of kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination foreclosure or branch of the 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 to the other of them and to the employer herein after mentioned be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, I to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select anyone of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall there upon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of the three names as foresaid within the period specified , the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select anyone of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly , the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall , however, continue during the ,arbitration proceedings and no payment due or payable to the contractor shall be with held on account of such proceeding.

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

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

The Arbitrator shall give a separate award in respect of each disputes or difference referred to him. The Arbitrator shall decide each dispute, in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall , if required to be paid before the award is made and published , be paid half and half by each of the parties. The cost 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 cost or any part thereof shall be paid and may fix or settle and amount of cost to be so paid. The award of the Arbitrator shall be final and binding on both the parties.

Subjected to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force , shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

## **SAFETY CODE AND MODEL RULES FOR PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

### **Safety Measures**

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. Personal Safety Equipments.

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

- a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any material that is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. wherever men above the age of 18 are employed on the work of following precautions should be taken:
  - i. No paint containing lead or lead products shall be used except in the form of pastier or ready-made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
  - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - iii. Overalls shall be supplied by the contractor to the workers and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
  - iv. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps take for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

### **First Aid**

At every work place, there shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place, they shall be kept in good order and in large work place, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

### **Drinking Water**

a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking. Where drinking water is obtained from and intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.



## GENERAL SPECIFICATIONS

### To be read in unison with particular specifications and bill of quantities

These specifications are for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, to the satisfaction of the Employer/Architect.

#### 1. General:

- i. The workmanship is to be the best possible and of a high standard. The contractor shall take all steps immediately to make up deficiency if any noticed by the Employer / Architect. Use must be made of special tradesman in all aspects of the work and allowance must be made in the rates for the same.
- ii. The materials to be provided by the contractor shall be in accordance with the samples already got approved from the Employer / Architect by the contractor and in conformity with specification and approved list of manufactures and brand. The contractor shall produce all, invoices, vouchers or receipts for any materials if called upon to do so by the Employer/Architect.
- iii. Samples of materials are to be submitted to the Employer / Architects for their approval before the contractor orders or deliver the materials to the site. Samples together with their packing are to be provided free of charge by the contractor and should any materials be rejected they will be removed from the site at the contractors expenses. All samples will be retained by the Employer / Architects for comparison with materials which will be delivered at site. Also the contractor will be required to submit specimen finishes of colors, fabrics, etc., for the approval of the Employer / Architects before proceeding with the works.
- iv. The contractor shall be responsible for providing and maintaining temporary coveragfe required for the protection of finished work. He is also to clean out all wood shavings, cuts ends and other waste from all parts of the works before covering or in fillings is constructed.
- v. The contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.

#### ELECTRICAL WORK

The entire installation work shall be carried out in accordance with approved drawings and in gernal conformity with the requirements of the Indian Electricity Act, 1910 .the Indian Electricity Rules 1956, the relevant I.S.Codes of practice, as amended to date, wherever applicable and the regulations of the local licensing bodies/CEA etc and where such installations are subject to inspection and approval of Fire Insurance and Explosives Authorities the Installation shall be planned and executed also conforming to their regulations/rules.

1.1. In case of difference between:

The specifications here in and the IEE Rules/Regulations of the local licensing authority/CEA or/and of the Fire Insurance/Explosives Authorities, the later shall prevail.

#### Drawings and Schedules:

The tender papers include only the general site plan the main and sub main circuit diagram to the rising main and the distribution board in the various floors of the buildings and the layouts of the various points therein. These show the general scheme of things. Should the tendered feel that design, the specifications or the drawing/layouts require modifications eighter due to manufacturing practice or special requirements under regulations/rules or for other substantial reasons therefore, with complete information to enable the Employer to properly appreciate the modified proposal. The tenderer shall quote for the tender proposal but state separately the rates/sums necessary for such modification, as alternatives

The precise positions of all points, controls, switch boxes, mean and distribution board, tap off points etc., shall be subject to approval by the Architects. Wherever required, the contractor shall prepare whatever detailed drawing are necessary, complying with the requirements under para -1, General above, for proper execution of the work and under

the approval of the Architects shall submit them to the Electrical Inspectorate or other appropriate State Authority along with necessary forms and papers and obtain the approval. Fees or charges for such purpose shall initially be paid, on behalf of the Employer, to the appropriate authority, by the contractor, the payments so made being reimbursed by the Employer to the contractor in due course on production of necessary proof of payment supervision.

From the contractor's side shall be carried out by person/persons holding certificates of competency of appropriate class issued by the respective State Government bodies authorized to issue such certificate under statutory rules and regulations in force. The names of such supervision personnel shall be approved by the architects.

### **Service Connection:**

It is the responsibility of contractor to obtain the necessary service connection from the local electric supply undertaking or system the necessary fees or charges being paid by the Employer.

### **Testing and Commissioning:**

On completion of the work and / or at the appropriate stages of the work as necessary the contractor shall arrange for all the necessary tests for safety, resistance, continuity etc, of the installation/equipment/Plant, etc. in Provided that the work shall not be deemed to be complete and the installation will not be taken over if the test results are not within satisfactory limits. In case the results are unsatisfactory the contractor is required to carry out all necessary rectifications/modifications at his own cost to bring the installation/plant/equipment to the level of acceptability within a period of 4 (four) weeks from the date of test and the defects liability period of 12 months will stand extended by the period of delay in such rectification/modification, modification, that is in excess of the said period of 4 weeks.

On completion of work four prints each of the completion drawings(wiring diagrams and electrical layouts) incorporating all the modifications, carried out from time to time shall be submitted by the contractor to the employer through the Architects, indicating therein the position of all points board, mains, sub mains, circuits, etc.. Properly number, the point bearing the same numbers as the circuit to which they belong. The contractor shall also where necessary furnish 4 sets of complete data of the equipment / plant installed, manufacturer maintenance and operating instruction and the relevant literature to enable proper operation and maintenance to be carried out after he hands over the work / installation.

### **Workmanship**

First class workmanship and neat appearance are essential requisites for compliance with these specifications.

### **Materials and Makes**

All materials, equipment, fittings, fixtures, appliances, accessories, etc., to be used in the installation shall conform to the relevant Indian Standard Specifications and for such items as are not covered by I.S.S. the British Standards shall become applicable. They must be of the best quality obtainable in the makes/manufacture specified below, samples being approved by the Architects.

Contractor to quote for the brand of item mentioned in the first choice of materials. For usage of any alternative brand, Employer's prior approval is a must.

### Note:-

The tenderer will specify the makes (one in each category) of goods, accessories, fittings, etc., which he proposes to use, in column 4 of the "list of approved makes of electrical goods and statement of makes proposed to be used by Tendered etc. "Attached to the Form of Tender. If he specifies more than one make in any category, the Architects shall be entitled to assume that the best of the different makes so specified will be used by the contractor on the works or other equivalent make/maker as the Architects shall decide upon.

The word Equivalent used in these papers means "make of Equivalent "

Chipping, Chasing, Holing, Conduct work:

The contractor shall be deemed to have inspected the General Builders work (and of others) in progress (or if it has been finished, the building) prior to submission by him of his tender and his rates shall be deemed to include the following:

In the case of all RCC work (slabs, columns etc) wherein conduits are required to be buried the contractor or his representative/supervisor shall be continuously watching the work so that before concrete is laid in, he may lay and fix the conduits securely in place to proper alignment and in proper position, ensuring that during the process of laying of the concrete the conduits laid remain rigidly in their proper positions.

Note:Where conduits have already been laid in RCC work the contractor shall utilize the same, and be paid for wiring allowing rebate/recovery as specified in the bills of quantities. In the event the conduits laid by other agency are not clear for drawing wires, this should immediately be brought to the notice of the Architects / Employer.

All chipping, chasing, holding to be done in walls/floors and the like (whether bare or plastered or finished or not) shall be done neatly and the surfaces made good (or restored) by the contractor at his cost, after the conduits or other accessories are buried and fixed in place, without any delay being caused to the General Builder work or work of other contractors on the job the walls, floors, etc., So made good are to match with the adjoining / contiguous wall/floor surfaces. All such work shall be done neatly and efficiently in the best workman like manner.

### **SCOPE OF ELECTRICAL CONTRACTOR'S WORK**

01. Providing electrical installation work at skylark apartment nungambakkam
02. Supply, erection, testing and commissioning of wall mounting MCB type lighting distribution board.
03. Supply, erection, testing and commissioning of wall mounting MCB type power distribution board.
04. Supplying & laying of 1.1 KV power cables.
05. Providing necessary end termination for the above cables.
06. Supply and laying of 660 volts grade control armored copper cables
07. Providing necessary end terminations for the above cables.
08. Supply & erection of necessary lighting fittings, ceiling fans and exhaust fans
09. Supply and providing lighting distribution system inclusive of inverter emergency lighting wirings.
10. Supply and providing power distribution system
11. Supply and fixing of power sockets
12. Supply and fixing of lighting sockets
13. Supply and providing necessary earthing system
14. Supply and fixing of necessary industrial sockets.
15. Minor civil works and supply & providing of necessary additional items in the existing system.
16. Pre-commissioning test, including testing of electrical wirings.
17. Co-ordination and liaisoning with TNEB Authorities in regularizing the connected load, if required.
18. Testing of all the system along with client after energisation
19. Handing over the installation
20. All the existing building wiring, fans, lights, sockets, etc to be removed.

### **GENERAL SCOPE OF WORK**

The requirement for the new India assurance co. ltd shall consist of the following.

i Civil work

Sets of Working Drawing shall be submitted on award of Contract within seven days for the proposed systems.

#### **Guarantee and warranty**

Guarantee and Warranty for the supplies with respect to design, quality of materials used, Workmanship and performance shall be covered for a period of 12 months from the date of handing over of the commissioned systems.

The Bidder shall also submit a bar Chart one for the supply of materials and the other for the execution of the work within seven days of the award of contract.

The Bidder shall use the best engineering practice in the execution of this project and any such provisions to be made shall be brought to the notice of the Clients well in advance of the work being executed.

## LIST OF APPROVED MAKE OF MATERIALS

S.No	Materials	Approved Manufactuers / suppliers.
1	Sand	River sand ( IS : 383)
2	Aggregate Size	20mm aggregate- (IS : 383)
2	Cement 53 grade OPC ( IS 8112: 1989/IS 12269 : 1987)	Coromandal/ Ultratech/Dalmia Vajram
3	Interior Acrylic emulsion interior & exterior/ primer/ weather shield emulsion	Asian/ Nerolac/ J&N
4	Reinforcement Steel Fe 500D	Tata Tiscon steel/ "I" steel/ Visak
5	M.s. screws	Earl bihari/ GKW/ Nettle fold

### NOTE:

Any brands indicated under the items specifications in the schedule of quantities will prevail over the above indicated makes.

Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank.

**ABSTRACT ESTIMATION FOR RENOVATION OF FLAT NO:6A EXTERNAL REPAIR WORKS IN SKYLARK APARTMENT  
NUNGAMBAKKAM CHENNAI.**

S.No	DESCRIPTIONS	QTY	UNIT	RATE	AMOUNT
1	Supply and installation of scaffolding made of 2" dia MS pipe with horizontal spacing (X - axis) @ 4'0" C/C and vertical spacing (Y - axis) @ 6'0" C/C in a set of 2No's so as to form an arrangement and connected together at suitable width to form an arrangement of a required height (to suit the items of work of various nature). the rate shall be inclusive of transport, installation, dismantling including and lifts and leads etc., complete.	7,000	SFT		
2	Supply and fixing of external plastering area covering and production work for scaffolding green construction shade cloth covering work as per the site condition. The rates inclusive of material and labour charges etc.,	2,700	SFT		
3	Dismantling work- Dismantling the existing spalled concrete and plastering in the RCC floor slabs, brick wall, RCC column, RCC beams, RCC cantilever slab and etc, upto 25 to 50mm depth as per site conditions with all necessary accessories, arrangements and etc. Depth may vary in structure and will not provide extra cost. Cost include planks/sheet as working platform, transports, loading, unloading charges, labours, materials, tools, lead, lift and etc. Measurement shall be measured in dismantled area only in SFT. Complete as per instructions of the Architect.	1,700	SFT		
4	Water Proofing Plastering - Supplying and fixing of water proofing plastering of column, beams, RCC lift wall, RCC slabs, brick wall and etc., upto required width and length and plaster with cm 1:3, 12mm to 20mm thick as per site condition mixed with water proof compound of approved make. Chemical Preparation, Application, coverage area and mixing as per manufacture specifications and standards. Before applying the surface should be free from oil, grease, wax, dirt or any other form of foreign matters. Cost include all accessories like wastages, transports, loading, unloading charges, labours, marking, materials, tools, lead, lift, fiber mesh, planks/sheet as working platform, and etc. Measurement shall be measured in actual applied area only in SFT. Thickness may vary in the structure and will not provide extra cost. Complete as per instructions of the Architect. Make: FOSROC/CICO	1,700	SFT		

**ABSTRACT ESTIMATION FOR RENOVATION OF FLAT NO:6A EXTERNAL REPAIR WORKS IN SKYLARK APARTMENT  
NUNGAMBAKKAM CHENNAI.**

S.No	DESCRIPTIONS	QTY	UNIT	RATE	AMOUNT
5	Painting in Outer walls – Providing & Applying painting of outer walls of Asian "Apolite Emulsion" / ICI "Smoothover" make applied over the existing wall surface with 2coats of emulsion paint, surface preparation and 1 coat of primer complete. Cost include wastages, transports, loading, unloading charges, labours, materials, tools, lead, lift and etc. Complete as per instructions of the Architect.	2,000	SFT		
6	Debris removing by lorry as per the dismantling wastage material and clearing work as per the site condition.	5	Each		
	<b>Total</b>				<b>₹ 0</b>
	CGST 9%				₹ 0
	SGST 9%				₹ 0
	<b>GRAND TOTAL</b>				<b>₹ 0</b>