# THE NEW INDIA ASSURANCE COMPANY LTD, MADURAI REGIONAL OFFICE, CMTS BHAVAN, 70 FEET ROAD, ELLIS NAGAR MADURAI - 625016

#### **PART -1 TECHNICAL BID**

#### **PUBLIC TENDER DOCUMENT**

# FOR PROPOSED FURNISHING, ELECTRICAL WORKS AND DATA CABLING WORKS AT THE NEW INDIA ASSURANCE COMPANY LTD, SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018.

Last date for submission of Public Tender: at 05.00 PM on 15.12.2025

Opening of Technical bid Public Tender: 16.12.2025

#### **CONSULTANTS**

#### MATHURA ASSOCIATES, P/o Ar.D.MADHUKANNAN B.Arch, FIV, AIIA, Mem C.A.,

ARCHITECT - INTERIOR DESIGNER - VALUER.

Plot No: 19,1 Agasthiyar Street, Viswanathapuram, Madurai - 625014. Mob : 99658-81704, 96006-31864

Email: arch.mathura@gmail.com

Tender to be uploaded in The Company web site for public tender.

Name and address of the Participating Contractor :	

# **TENDER SCHEDULE**

# **PART 1 TECHNICAL BID (ENVELOPE-1)**

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### **NOTICE INVITING TENDER (NIT)**

NAME OF THE WORK: PROPOSED FURNISHING, ELECTRICAL WORKS AND DATA CABLING WORKS AT THE NEW INDIA ASSURANCE CO. LD., SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018. Tenders are invited for the above mentioned work in two bid system from eligible and reputed agencies/contractors/firms.

1	Name of the work	PROPOSED FURNISHING, ELECTRICAL WORK
	Nume of the work	AND DATA CABLING WORKS AT THE NEW INDIA
		ASSURANCE OFFICE, SRI KRISHNA ENCLAVE,
		75 E/3 SALAI ROAD, TRICHY - 620018.
2	Cost of application/tender	SINCE THE TENDER IS A PUBLIC TENDER THE
	document	PARTICIPANTS ARE TO CONTACT TRICHY
		OFFICE AND PARTRICIPATE IN THE TENDER.
3	Date and Time where tender	• Online Access (Company Website): The tender
	forms are available	<ul> <li>is expected to be uploaded on the company's official website(https://www.newindia.co.in/tendernotice). This usually means you can view and download the tender documents (Notice Inviting Tender, Bill of Quantities, Technical Specifications, etc.) digitally.</li> <li>Physical Collection (Trichy Office): The tender can be collected physically from the company's office in Trichy.</li> </ul>
4	Time and last date of submission	Up to 05.00PM on 15.12.2025
4	Time and last date of submission of Tender	Up to 05.00PM on 15.12.2025
5		Up to 05.00PM on 15.12.2025  Technical bid on 16.12.2025
	of Tender	
	of Tender  Date, Time and Place of opening	
5	of Tender  Date, Time and Place of opening of tenders	Technical bid on 16.12.2025
5	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment
5	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of work for payment of running	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment
5	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment  3. Electrical and Networking Works – 30 %
5	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of work for payment of running	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment  3. Electrical and Networking Works – 30 %  Payment
6	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of work for payment of running account bills)	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment  3. Electrical and Networking Works – 30 %  Payment  4. On Completion – 30% Payment
5	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of work for payment of running account bills)  (Penalty clause) Liquidated	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment  3. Electrical and Networking Works – 30 %  Payment  4. On Completion – 30% Payment  In case of delay a penalty at the rate of 1% of the
6	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of work for payment of running account bills)	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment  3. Electrical and Networking Works – 30 % Payment  4. On Completion – 30% Payment  In case of delay a penalty at the rate of 1% of the value of the work per week subject to a maximum
6	of Tender  Date, Time and Place of opening of tenders  Terms of payment of Bills, if any(specify the minimum value of work for payment of running account bills)  (Penalty clause) Liquidated	Technical bid on 16.12.2025  On completion of below works  1. Cabin Works – 10% Payment  2. Work Centre – 30 % Payment  3. Electrical and Networking Works – 30 %  Payment  4. On Completion – 30% Payment  In case of delay a penalty at the rate of 1% of the

8	Stipulated time for completion of	21 DAYS
	the work/supply.	
9	Estimated Value of tender/project	`11,37,110/- (Excluding GST)
10	Validity period of the tender.	15 days
11	Taxes	Rates quoted shall be excluding GST which shall be payable by employer separately on contract value. However, Contractor should have GST Registration. No bills will be paid with out Registration. Agency should have Income Tax and GST Registration
12	Electronic Payment	Electronic payment alone will be the mode of payment.
13	Any additional Information	To read special instructions for bidders

The New India Assurance company Itd reserves the right to cancel or postpone the tenders at any stage without assigning any reason.

THE NEW INDIA ASSURANCE COMPANY LIMITED

CMTS BHAVAN,

70 FEET ROAD, ELLIS NAGAR,

MADURAI -625016.

#### **NOTICE INVITING TENDER**

M/S	 		
ear Sirs.			

# TENDER FOR FURNISHING, ELECTRICAL, WORKS AND DATA CABLING WORKS FOR THE NEW INDIA ASSURANCE COMPANY LTD., SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018.

Tenders are invited in two bid system i.e. Technical bid and Price bid for FURNISHING, ELECTRICAL, AND DATA CABLING WORKS FOR THE NEW INDIA ASSURANCE OFFICE SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018. from reputed contractors who are eligible to tender as per pre-qualified criteria mentioned in the tender document through Public Tender process

Contract documents consist of Pro-forma for pre-qualification, detailed plans, technical specification, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be complied with by the person whose tender may be accepted. The documents are available as online application in <a href="https://www.newindia.co.in/tender-notice">https://www.newindia.co.in/tender-notice</a>

- 1. The committee constituted for the purpose shall scrutinize the documents submitted physically and pre-qualify suitable contractors with the assistance of the **Project management consultant.** The price bid of the pre-qualified contractors shall be opened immediately after the pre-qualified contractors are identified. The decision of the committee regarding pre-qualification of contractors shall be final.
- 2. The contractors should quote in figures as well as in the words the rates, and amount in tenders submitted by them. The amount for each item should be worked out and the requisite totals given. Rates quoted by the contractor in item, rate, tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the contractor does not work out the amount of an item or it does not correspond with the rate written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor will be taken as correct and not the amount.
- 3. The tender document must be filled in English.
- 4. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
- 5. All compensation or other sums of money payable by the Contractor to Clients under the terms of this contract may be deducted from the security deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall

- within 7 days of being asked to make good in by cheque / DD any sum which have been deducted from his security deposit.
- 6. Tender containing any conditions leading to unknown / indefinite liability, are liable to be summarily rejected.
- 7. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 8. The tenderer should quote their (own) rates for undertaking the work.
- 9. Income Tax will be recovered @ 2 % plus surcharge or as applicable as per Government Rules
- 10. Time is the essence of the contract. The work should be completed in **21 days** from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
- 11. Tenders for works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the New India Assurance company ltd, then the New India Assurance company ltd without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
- 12. It will be obligatory on the part of the tenderer to tender and sign the tender documents (Digital Certificate) for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the New India Assurance company ltd.
- 13. The tenderer, apart from being a competent contractor must co-ordinate himself with the agencies of appropriate class for speedy perfect and precise execution of the contract.
- 14. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
- 15. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. The New India Assurance company ltd reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / of work. Contractor will be paid for the actual work done at the site duly verified by the Employer / Architects
- 16. The unit price shall be deemed to be fixed price. In case of extra items, a record of labour charges paid shall be maintained and shall be presented regularly to the Employer for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.

- 17. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the New India Assurance company ltd may demand guarantee from the contractor for satisfactory completion of these work. The New India Assurance company ltd's guarantee amount will not be less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. This New India Assurance company ltd guarantee will be released after completion of these works (unworkable and abnormally low rated items) to the satisfaction of the New India Assurance company ltd.
- 18. The work has to be started within 7 (Seven) Days from the date of receipt of work order. In case of work not being started within this stipulated period, the New India Assurance company ltd reserves the right to cancel the work order.
- 19. Contractor should get approval of the samples of materials in advance with Employer's Architect (PMC) before use of the same in the work
- 20. The New India Assurance company ltd has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies.
- 21. The quoted rate should be inclusive of materials, labour, fixtures, transportation, installation, all related expenses required to complete the work excluding GST.
- 22. Site visit/ inspection by the participating tenderers can be undertaken from 20-11-2025 to 04.12.2025 between 10.00 am and 05.30 pm. Interested bidders are requested to contact well in advance before site visit Mr.Vinodh Arun Kumar Rajamani, Mobile No.9820152592, Manager,
- 23. The New India Assurance company ltd will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever
- 24. The contractor should fulfill the labour regulation guidelines stipulated by the respective government.
- 25. No advance payment will be granted for the works proposed
- 26. Period of payment of final bill will be two months from the date of submission of the final bill

#### SPECIAL INSTRUCTIONS TO BIDDERS FOR PUBLIC TENDERING.

- 1. Bidders must ensure all parts of the tender document, relevant annexures, and supporting documents are fully completed, signed, and stamped by the authorized signatory or the bidder themselves. Incomplete or unsigned bids are subject to rejection.
- 2.All bid documents must be submitted physically in sealed envelopes by the stipulated date and time, as specified in the tender notice. Any bid received beyond the deadline will not be considered under any circumstance.
- 3. The submission envelope should be properly labeled with the tender description (e.g., "<u>FURNISHING, ELECTRICAL WORKS AND DATA CABLING WORKS</u>"), and the bidder's name and address.
- 4. Technical and financial bid documents should be submitted in clearly marked separate envelopes, which are then placed in a larger outer envelope.
- 5. Modifying/tampering any part of the tender form, including the format of the Bill of Quantities (BOQ) or price sheet, is strictly prohibited. If found, such bids may be rejected without further consideration.
- 6. Bidders must enter the firm's name and quoted total rates in the financial bid as per the specified BOQ, and not disclose price information in the technical bid.
- 7. All corrections and overwriting in the tender documents must be properly authenticated with signature and date.
- 8.The bidder is required to prepare and submit all documents in the specified formats (often PDF/Word), ensuring clarity and legibility.
- 9. Any necessary bid security or Earnest Money Deposit (EMD), if applicable, must be attached in the form specified (such as Demand Draft, Banker's Cheque) and enclosed with the physical bid documents.
- 10. The authority reserves the right to accept or reject any bid, or annul the tender process at any stage, without assigning any reason, and has no liability for costs incurred by the bidders.

- 11. All correspondences regarding clarifications, amendments, or corrigenda to the tender will be posted on the designated notice board or communicated to bidders in writing.
- 12. Bidders should acknowledge that submission implies full acceptance of all terms and that any deviation may result in disqualification .
- 13. Bidders are recommended to paginate all pages and arrange documents in the prescribed sequence for ease of evaluation .
- 14. In case of any clarification pertaining to tender process, the vendor may contact the following agencies /personnel:

S.No	Particulars	Company Name	<b>Contact Details</b>
	For Tender related Queries	The New India Assurance Co. Ltd	Mr.Vinodh Arun Kumar Rajamani, Manager Ph.No: 9820152592

#### **CRITERIA FOR PRE-QUALIFICATION**

The eligibility criteria for pre-qualification of contractors are as under:-

Experience of having successfully completed similar works during the last 3 years ending October 31.2025 should be either of the following

- i. Two similar completed works costing not less than Rs. 5,68,555/-(50% of estimated value) OR
- ii. One similar completed work costing not less than Rs. 9,09,688/- (80% of estimated value)

It is mandatory for the participants to submit the work order received for carrying out such work and also the completion certificate from the authorities who awarded the contract.

The contractor should provide proper documentary proof in support of financial turn over and satisfactory completion of similar works during the last 5 years. Copies of award letters, copies of bills will not be accepted. Work completion certificate copies, experience certificate issued by the clients are only acceptable as proof. Work orders will not be accepted as proof. It is mandatory to submit the proof by way of copy and any tender without the proof will be disqualified.

The Contractor should be having adequate manpower, equipment etc.

#### **PRE-QUALIFICATION -- PROFORMA-I**

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

Note: Agency has to fill all the columns in this format

	6 3	
1.	Name of Organization / firm / company	
2.	Address	
3.	Year of establishment	
4.	Status of the firm (Company / Firm / Proprietary)	
5.	Name of Directors / Partners / Proprietor	i) ii) iii)
6.	Whether registered with the registrar of companies / registrar of firms. If so, mention number and date.	
7.	a) Name of Directors / Partners / Proprietor	
8.	Whether registered for GST. If so, mention number and date.	
9.	Whether an assessee of income tax. If so, mention permanent account number.	
10.	Specify the maximum value of single work executed in a year in the country.	
11.	Status and details of disputes / litigations /	i)
	arbitration, if any.	ii)
		iii)

Note: Where copies are required to be furnished these are to be certified copies preferably by the concerned agencies or a Government Officer (Gazetted)

## PRE-QUALIFICATION -- PROFORMA-II

#### PARTICULARS IN RESPECT OF 3 MAJOR WORKS EXECUTED IN LAST 5 YEARS

S.No	Name of work and project with address	Short description of the work	Name and address of Owner	Value of work executed	Stipulated time of completion	Actual time of completion	Name of architect / consulting engineer

Place:	
Date:	
	Signature of Contractor

FORM OF SUBMISSION OF TENDER

(To be filled by the tenderer)

The Chief Regional Manager New India Assurance company ltd, Madurai Regional office, CMTS Bhavan, 70Feet Road, Ellis Nagar, Madurai -625016

Dear Sir/s,

2.

Ref: PROPOSED FURNISHING, ELECTRICAL WORK AND DATA CABLING WORKS AT THE NEW INDIA ASSURANCE CO. LTD., SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018. I / We the undersigned have carefully gone through and clearly understood, after visiting the site, the tender drawings and tender documents comprising of the tender form, Notice to Contractors, Agreement and Conditions of contract, Special Conditions, Specifications and Schedule of Probable Quantities.

I / We do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

In the event of this Tender being accepted I / We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, in default whereof, I / We do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

I/We further agree to complete the work included in the said schedule of quantities within 21 days from the date of the work order issued to commence the same.

Date of commencement shall be either one week from the date of the acceptance letter is issued to the contractor or day on which the contractor is instructed to take possession of site whichever is later.

I / We agree not to employ sub-contractors	s other than	those that may	be approved by	Employer
Yours Faithfully,				

Contractor's Signature	
Designation	
Address1.	

#### **General Notes**

#### 1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

- i) The tenderer should quote their rates in figures and words where the quantities have been indicated in the relevant items of the schedule of quantities, failure to do so may invalidate the tender.
- ii) In the event of the tender being submitted by a firm, it must be signed (Digital Certificate) by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family. It must disclose that the firm is duly registered under the India Partnership Act. Any tender signed by a member not holding a power of attorney shall be treated as informal (Refer to special instruction to bidders for e tendering)

The NEW INDIA ASSURANCE COMPANY LIMTED reserves to itself the right to accept the lowest or any tender or split up and distribute any items of work to any specialist firm or firms without assigning any reason. The employer reserves the right to split up and distribute the work to more than one tenderer, if necessary.

Tenderer shall note that their tenders shall remain open for acceptance for a minimum period of two months from the date of opening the tenders. The tender must be unconditional. Conditional tenders may be summarily rejected.

#### **Submission of tenders:**

The tenders are to be submitted along with the copy of "General Clause of Contract and Technical Specifications" signed by the tenderer.

#### **2.RATES TO INCLUDE:**

While quoting their rates the tenderer should include the following if otherwise not stated herein before.

- a) Necessary cost of taking samples of materials supplied by them for work including plywood, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required.
- b) Submission of test reports of other materials as may be specified by Architects or Employer.

#### 3. STORAGE OF MATERIALS:

The contractor shall not store their materials and debris within the premises other than the work site handed over to him.

#### **4. IDLE LABOUR:**

In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer / Architects or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle

labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

- **6**. The contractor shall engage one competent person at site who shall take the instructions from the Employer. The work should not suffer due to lack of supervision, manpower and materials.
- 7. The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse any of the damage made by him or any of his representatives for any of the other agency or owner at site.
- **8.** Making of any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, Paneling, masonry work etc., and providing panels of the same finish in partitions, paneling shall not be paid extra.
- **9.** The contractor is required to fabricate a sample where required, or any item so installed for approval. Any changes made by the Architect/Employer, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra. The bulk production of the furniture can only be taken up after the final approval of the sample of the item.
- 10. The partitions shall be so fixed that all joinery work is in plumb and true in line. The partition frame shall be firmly fixed to the floor and ceiling by using suitable wall plugs and screws.
- 11. The contractor shall check all dimensions before fabricating and fixing the partitions or any other items in position at site.
- **12.** All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual measurement of the work done.
- 13. All measurements shall be as per relevant BIS standards

#### 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 hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer / Architect.

#### 1. INTERPRETATION

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

- i. **Employer**: The term employer shall denote **New India Assurance company ltd** with their Regional office at Madurai and any of its employees representative authorized on their behalf.
- ii. **Architects / Consultants:** The term Architects shall mean the Architects appointed by the employer for the purpose of preparing detailed drawing, supervision etc. It is the employer to decide whether to appoint Architect or not and to change the Architect at any stage of work.
- iii. **Contractor:** The term contractor shall mean \_\_\_\_\_ (Name and address of the contractor) and his / their heirs, legal representatives, assigns &successors.
- iv.Site: The site shall mean the site where the works are to be executed.
- v. Site Engineer: Any Engineer appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to be positioned at site to supervise the work.
- **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 or Architects during the execution of the work.

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

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 5 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- vii. "The Works" shall mean the work or works 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 status.
- 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.
- xi. "Contract" shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.
- xii. 'Contract Price' shall mean the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.
- xiii. 'Notice in Writing' or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- xiv. 'Net Prices' any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression 'net rates' or 'net prices' when used with reference to the contract or account shall be hold to mean rates or prices so arrived at.
- **xv.** 'Virtual Completion' shall mean the premises is in the opinion of the Architect and Employer fit for occupation.

#### 2. SCOPE OF CONTRACT

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect and Employer. The Architect with approval of Employer or Employer issue further drawings and/or written instructions, detailed directions and explanations which hereafter collectively referred to as 'Instructions' in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- 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-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons 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 (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. The employer as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities.

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

#### 3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself 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 provide in their tender for cost of carriage, 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 condition.

#### 4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and as per norms of Public Tender

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

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

All items 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.

The employer has power to add, omit from any work as shown in drawings or described in specifications or include 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.

The tenderer shall note that his tender shall remain open for consideration for a period of two months from the date of opening of the tender.

#### 5. AGREEMENT

The successful contractor will be required to sign agreement in accordance with the draft agreement enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person who shall execute the contract.

#### 6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

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 structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons 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/s shall arrange to give all notices required for by the said Acts, Regulations or Byelaws to be given to 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 identify the Employer against all claims in respect of patent rights, designs, trade marks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, expense that may be legally incurred in respect thereof.

#### 7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all taxes and duties royalties, cess etc. Only GST as applicable is payable on contract value by employer

#### 8. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply with all acts and regulations for the successful completion of the contract works.

The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labour (Regulation and Abolition) Act 1970.

#### 9. OUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error that may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, whose rates and prices shall cover all things necessary for the completion of the works.

#### 10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his 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 or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer / Architects whose decision shall be final and binding on the subject.

#### 12.TIME OF COMPLETION, EXTENSION OF TIME&PROGRESS CHART

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same. On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Employer/Architect the works be delayed:

- a) By force majeure
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default or
- d) By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or
- e) By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare for such instructions, the employer shall make a fair and reasonable extension of time for completion of the Contract works.

In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Programme for carrying out the work stated in the stipulated time for the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the employer within 10 days in advance of all drawings and details required by him from time to time. The Contractor shall adhere to the approved programme and arrange for the materials and labour etc accordingly.

Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action that may be deemed fit without prejudice to any terms and conditions of the contract

#### 13. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer /Architects within the 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 uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at 1% of contract amount for each week beyond the date that the work remains incomplete subject to maximum of 5% of the contract value (without extra items)

#### 14. 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.

All mandatory tests shall be carried out as per CPWD specifications. 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 BIS Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account shall in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels must be the

best of their kind available and the contractors must be entirely responsible for the proper and efficient execution of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtained prior to placement of order

Any damage (during the work) to any part of the work or to the premises 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 protection 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 protection 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 expense.

Contractor should take all precaution to safeguard the flooring and if any damages to the flooring should be rectified by the contractor in the same quality at his own cost.

#### 15. 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 are 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, shall relieve the contractor from his liability in respect of unsound work or bad materials.

#### 16. SITE ENGINEER

The Employer may appoint a Site Engineer or clerk of works who shall be a representative of the Employer. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall accord the Employer's representative every facility and assistance for examining the works and materials from time to time. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Employer.

The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the employer/Architect is obtained, the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy 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 cause, the Contractor shall take instructions from the Architect / Employer.

#### 17. 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 skill or ability to perform their job efficiently.

The contractor shall not employ labour below the age of sixteen years and who is not an Indian National.

Any labourer 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 to 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.
- d) 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 for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers 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 labourers engaged on the works. He shall within 24 hours of the occurrence of 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.

#### 18. DISMISSAL OF WORKMEN

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

#### 19.ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any 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.

#### 20.DAMAGE TO PERSONS 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 and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation 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 claims for damages to the property of third parties.

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company of the Employer and must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. 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 excluded 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 to or to become due to the contractor.

#### **21.MEASUREMENTS**

Before taking measurement of any work the Site Engineer or employer's representative 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 Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bills stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

#### 22. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer's / Architects. Normally one interim bill shall be prepared subject to minimum value as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in M-book 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's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

The Employer will deduct all statutory deductions such as IT, and retention money as described in this document. The refund of retention money will be made as specified in the documents .

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 consumed 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 removed and taken away and reconstructed, or re-erected or be considered as and 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 any way 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 week of the date fixed for completion of the work.

#### **Final Payment**

The final bill shall be accompanied by a certificate of completion from the Employer / Architects. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period after receiving the Branch heads certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

#### 23. VARIATION / DEVIATION

The Employer / Architect can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid any thing extra on this account. Nothing extra will be paid by the employer on account of omission / deletion of items or decrease in the quantity of items. The New India Assurance company ltd shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

#### 24.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 designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Architect has to be obtained in writing.

#### 25. CLEARING SITE ON COMPLETION

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

#### 26. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, peeling off laminate, false ceiling cracks, or any other faults, which may appear within 12 months after completion of the work. In the 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 made good and borne by the contractor and such damages, loss and expenses 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 the amount retained being insufficient recover that balance from the contractor from the amount retained(retention money) together with any expenses the Employer may have incurred in connection therewith.

#### 27. CONCEALED WORK

The contractor shall give due notice to the Employer/Architects whenever any work is to be covered up or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such covering, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the contractor's expenses 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.

#### 28.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 circumstances by the employer.

#### 29.SUSPENSION OF WORKS

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 within 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 subsist 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 31 (Termination of Contract by Employer)

#### 30. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company going 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 of 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 contract 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 the 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 of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to 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 of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would completed within due time agreed upon, and shall fail to proceed to the enable the work to be 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 may notwithstanding previous

waiver determine the contract 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 of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently 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, 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 or 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 to remove his surplus materials 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.

#### 31. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination of foreclosure or breach 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 either of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

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

- a) Retired High Court/Supreme Court judge who have experienced in handling Arbitration Cases.
- b) Member of Council of Arbitrators
- c) Fellow of the Institution of Engineers
- d) Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e) Fellow of Indian Institute of Architects

The contractor shall on receipt of the names as aforesaid, select any one 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 thereupon 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 three names as aforesaid 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 appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from 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 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 withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing 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 dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasonable ward. The venue of arbitration shall be such a place as may be fixed by the Arbitrator at his Sole discretion.

The award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions to 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 proceedings under this clause.

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

#### **SPECIAL CONDITIONS OF CONTRACT**

#### 1. DRAWINGS AND SPECIFICATIONS

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect/Employer, and in accordance with such written instructions, directions and explanations as may from time to be given by the Employer/Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to employer/Architect, and in the event of the employer/Architects agreeing to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or not there is an extra, then, if the Architect decides that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the employer/Architect's signature, it bears express words stating that is intended to be such an order or bears a remark 'VALID FOR EXECUTION'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and specification and schedule of quantities shall be furnished by the Architect to the Contractor. The Architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which in his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or has representatives shall, at all reasonable time have access to the same and shall be return to the Architect by the contractor before the issue of the Final certificate.

#### 2. INSPECTION OF DRAWINGS

Before filling in the tender, the contractor will have to check up all drawings/specification and schedule of quantities, and will have to get an immediate clarification from the employer/Architect on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

#### 3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as octroi, Royalties, duties, excise, etc., as well as transportation, so as to execute the contract as per the rules

and regulations of Local Bodies, State Government and Government of India. Only GST as applicable is payable separately by employer on contract value.

The rates quoted in the tender should include all charges for:

- a) Labour, maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c) Covering for the walling and other works during inclement weather or strikes or whenever directed as necessary.

#### 4. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment shall be approved by the Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

#### 5. DIMENSIONS

Figures, dimensions, are to be accepted preferences to scaled sizes. Large-scale details take precedence over small scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for by the employer.

#### 6. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT charges for employer/Architect's approval immediately after issue of the work order and display the approved charts at the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per CPM/PERT charts showing the proportionate progress of work.

#### 7. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all materials of approved make and quality in sufficient quantities at site to enable him to complete the entire work with in the stipulated period. Contractor will get sample of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to BIS codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighbouring area with longer leads as required and directed at no extra cost. The material from will be, however as per relevant BIS code as and wherever applicable.

#### 8. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken in to account the value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

#### 9. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to look after his materials, stores equipments etc.

#### 10. RATES

Contractor shall quote all the rates both in figures and in words as per Public Tender norms. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. Incase of discrepancy between figures and the words the rate quoted in words shall be taken as correct one. All quoted rates should be inclusive of sales tax and works contract tax. Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

#### 11. PRICES FOR EXTRAS ETC., ASCERTAINMENT

The rates of extra items will be ascertained as below

- a) The rates will be derived from the rates of items already quoted in the original tender for the extra work
- b) Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work, rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.
- c) The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or with in three months of the completion of the contract works as defined under clause (Certificate of Virtual Completion)

#### 12. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items of work which can not be derived from the contract item rates shall be calculated on the basis of actual cost plus 15 % for profit.

#### 13. DRAWINGS AND INSTRUCTIONS

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contractor, during or before the start of construction work, the Contractor shall inform the employer/Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. Incase of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

# 14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER'S INSTRUCTIONS

If the contractor after receipt of written notice from the employer/architect requiring compliance with such further drawings and / or instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there which shall be recoverable from the contractors by the Employer as a debit or may be deducted from any money due or which become due to the Contractors.

#### 15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish to the Employer / Architect the following:

- a) Detailed industrial statistics regarding the labour employed by him etc
- b) The Power of Attorney, name and signature of his authorized representative who will be in charge for the execution of work
- c) The list of technically qualified persons employed by him for the execution of this work.
- d) The total quantity and quality of materials used for the works.
- e) The list of plant and machinery employed for this work.

#### 16. ARCHITECT'S DELAY IN PROGRESS

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

#### 17. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the Architect/Engineer to the contractor on account of the works executed by the contractor when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of work for interim Certificates' (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject

however, to a retention of the percentage of such value need in the Appendix hereto mentioned as 'retention percentage for interim Certificates' until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Architect the sum of money named in the Appendix after satisfying themselves as 'Installment after Virtual Completion 'being a part of the said 'Total Retention Money'.

The Contractor shall be entitled to the payment of the final balance in accordance with the final Certificate to be issued in writing by the Architect at the expiration of the period referred to as 'The Defect Liability Period' in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or after the completion shall not relieve the Contract from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination world have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works and materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any certificate if the works or any part thereof is not being carried out to his / employer satisfaction.

The Architect may by any certificate make any correction in any previous Certificate, which shall have been issued by him.

Payment to contractor upon the Architect/Engineer's Certificates shall be made within a period mentioned in the Abstract of general conditions.

#### 18. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the 'Period of honoring of Certificate' no interest will be paid by the Employer.

#### 19. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

#### 20. INCOME-TAX AND WORKS CONTRACT TAX

Income Tax shall be deducted at source by the client from the contractor' interim and final bill payments as per Statutory Regulations.

#### 21. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed with in the stipulated time.

#### 22. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

#### 23. REPORTING OF ACCIDENT

The contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precautions detailed in the safety code attached separately.

#### 24. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

#### 25. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done at the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repay or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

#### 26. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supercede those mentioned elsewhere.

#### 27. CAR POLICY:

Contractor should obtain CAR (Contractor All Risk) Policy for the work as applicable.

## FORM OF AGREEMENT

ARTICLES of AGREEMENT made this day of year 2025 between THE CHIEF REGIONAL MANAGER,THE NEW INDIA ASSURANCE COMPANY LTD,MADURAI REGIONAL OFFICE,CMTS BHAVAN, ELLIS NAGAR, MADURAI - 625016 (Hereinafter referred to as the "Employer/Owner/client" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and of (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART
WHEREAS the Employer intends to carry out PROPOSED FURNISHING, ELECTRICAL WORK AT THE NEW INDIA ASSURANCE OFFICE SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018. Of The New India Assurance company ltd of Madurai Region (Herein referred to as "Project").
AND WHEREAS the Employer in order to effectively carry out the said works has engaged M/s. ARUN ARCHITECTS (Hereinafter referred to as "Architects") to prepare plans, drawings and specifications describing the works to be executed by the contractors, namely, interior etc. for the project, to open tenders received at the office of the Employer, to scrutinize and recommend to the Employer the name(s) of the Contractor(s) from whom tenders were received and recommended to the Employer for the issue of work order to the contractor.
AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bona fide contractors vide his Notice Inviting Tender (NOdated).
WHEREAS the contractor submitted his Tender Documents containing General Notes, General Conditions of the Contract, Technical Specifications and Schedule of Quantities etc. for the works, (Hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite Earnest Money Deposit of Rs.
AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.
AND WHEREAS the Employer/Architect has accordingly issued the work order (NOdt) to the contractor subject to his furnishing the requisite Security Deposit.
AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the work site at to be issued to the Contractor.
NOW, therefore, it is hereby agreed to and between the parties as follows:
1) Contract documents
The following documents shall constitute the Contract Documents.  I. This Article of Agreement.  II. Tender submitted by the Contractor including the N.I.T and Tender Documents.  III. All correspondence between the New India Assurance company ltd /Architects and the Contractor from the date of issue of N.I.T and the date of issue of work order.  IV. Work order No

- 2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer and described in the said Specifications and the said Schedule of Quantities.
- 3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated by the Employer, reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
- 4) As mentioned in Article 1 above, the said conditions shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Madurai thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to there present have hereunder set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of The New India Assurance company ltd Shri.
Its duly authorized official
In the presence of –
1. (Name and Address)
2. (Name and Address)
Signed and delivered for and on behalf of The Contractor by Shri his Duly authorised official
In the presence of –
1. (Name and Address)
2. (Name and Address)

#### SCHEDULE OF APPROXIMATE QUANTITIES AND RATE

- 1. The quantities given herein are approximate and they are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done.
- 2. It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the employer/Architects, and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.
- 3. If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be refixed.

#### GENERAL SPECIFICATIONS

	GLILLIAL SI LEH ICATIONS
UNLE GUIDI	SS SPECIFIED OTHERWISE, THE CONTRACTORS SHALL ADHERE TO THE FOLLOWING ELINES/SPECIFICATIONS FOR DIFFERENT ITEMS OF WORKS
1	All plywood shall be conforming commercial plywood (MR Grade only)
	Century / Archid /GREENPLY
2	1.00 mm THICK AS PER THE DETAILS IN PRICE BID thick laminate shall be fixed in
	combination of colours, shades.
3	All painting to be two coats of enamel paint over a coat of putty and primer with
	necessary surface preparations. All inside surfaces of drawers & shutters shall be Treated
	as internal surface.
4	Godrej locks shall be provided for all the storage units, drawer units.
5	All storage units shall be fixed with box hinges and the drawers shall slide on telescopic
	channels.
6	The design pattern indicated in the tender drawings is tentative only and the final design
	pattern and the shades of the laminate to be used shall be decided at the site by the
	architects/employers.
7	12mm thick soft boards shall be used, duly covered with upholstery costing in a range
	of Rs.100.00 to Rs 125.00 per meter of cloth.
8	All working spaces i.e. the officer tables and the clerical work stations shall have a rack
	below the working top for the placement of CPU, duly supported by teak wood members
	on adjacent sides, and fixed with 1mm thick laminate of approved shade whether
	specified in the tender specifications or not.
9	All working spaces shall have foot rest of size 4" x 1.5" wooden member, painted.
10	Provisions shall be made within the partitions wherever necessary to enable conduit for
	electrical and LAN cabling.
11	Colour pattern on the walls and the ceiling shall be decided by the New India Assurance
	company ltd 's Engineer or Architect at the site.
12	Keyboards of approved quality to be used.
13	Any discrepancy in the site conditions shall be brought to the notice of the Engineer in
1.1	charge.
14	The contractors shall visit the site and acquaint themselves the site conditions, the
1.7	possible working hours and the resources available, etc., before quoting for the tender.
15	The height of the full height partitions shall be considered only till the false ceiling
1.6	height, irrespective of the fact that the framework has to be fixed to the RCC slab.
16	Average height shall be considered for the surface area measurements of multi-level
17	partitions, storage units and soft boards.
17	Wherever specified the working tops shall be laid with float glass cut to shape and edges
1.0	polished. The position of wire managers shall be cut to shape precisely.
18	The site being working premises, work shall be carried out in a phased manner.
	The premises shall be left clean for the daily functioning. No additional cost shall be considered for this factor.
	be considered for this factor.

## LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OFMATERIALS TO BE USED IN THE WORKS SUBJECT TO THEAPPROVAL OF SAMPLES BY THE EMPLOYER

#### CARPENTRY / WOOD WORKS / ELECTRICAL WORK.

S.N.	MATERIAL NAME.	BRAND / MANUFACTURER.				
1	COMMERCIAL PLYWOOD (MR	Century / Archid /GREENPLY				
	GRADE ONLY)	CREENIAN / MERRICO / ROMAN TOMORE				
2	LAMINATE – CONFIRMING TO IS : 2046-1995	GREENLAM / MERINO / ROYAL TOUCHE / SUNDEK/ARCHID/				
3	GLASS	SAINT GOBAIN/ TRIVENI / MODIFLOAT / ASAHIFLOAT				
4	HARDWARE.	EFFICIENT GADGETS / EARL BEHARI (EBCO) / HARDWYN.				
5	FLUSH DOOR – CONFIRMING TO IS : 2202 (Part – 1) – 1991	GREENPLY / KUTTY/ ARCHID				
6	BEECH WOOD.	AS APPROVED				
7	VENEER. (4MM AND PAPER VENEER) – GROUP MATCHED, STRAIGHT GRAIN.	TRUWOOD / JACKSON / ARCHID OR APPROVED EQUIVALENT.				
8	BLOCK BOARD.	TRUWUD / ARCHID / GREENPLY OR APPROVED EQUIVALENT.				
9	GI SUPPORT SYSTEM FOR FALSE CEILING.	RONDO / BMS OR APPROVED EQUIVALENT.				
10	SOFT BOARD.	JOLLY BOARD OR APPROVED EQUIVALENT.				
11	SCREWS.	GKW NETTLEFOLD OR APPROVED EQUIVALENT.				
12	ADHESIVES.	/ FEVICOL SH / ARALDITE				
13	PAINT.	ASIAN / ICI / BEGER /				
14	FLOOR SPRING / DOOR CLOSER.	EVERITE/HARDWYN/DORSET				
15	TEXTURED PAINT.	TERRACO / SPECTRUM OR APPROVED EQUIVALENT.				
16	VINYL FLOORING.	WINNER OR APPROVED EQUIVALENT.				
17	WRITING BOARD.	WHITE MARK OR APPROVED EQUIVALENT.				
18	MDF.	NUWUD OR APPROVED EQUIVALENT				
19	DOOR LOCKS.	GODREJ/DOORSET/EDCO				
20	VITRIFIED TILES.	JOHNSON / MARBITO / RAK OR APPROVED EQUIVALENT.				
21	SLIDING CHANNEL	EBCO/EARL BIHARI POWDER COATED				
22	HANDLE	BRUSH STEEL FINISHED DOORSET/KITCH				
23	CASTOR	REXELO/SRU				
24	VERTICAL BLIND	VISTA LEVLOR/MAC				
25	GYPSUM BOARD	INDIA GYPSUM/ BORAL PASTER				
26	CHAIRS	METHODOX/ERGOTEK/ GODREJ/FEATHERLITE				

NOTE: The contractor shall use only above mentioned material or equivalent make to be approved by the Employer. All other materials shall confirm to the specifications laid down. The tenderer shall take this into account while tendering rates / prices.

#### **LIST OF TYPE AND MAKE OF MATERIALS TO BE USED**

#### (ELECTRICAL WORK)

	Approved Make	Make Offered by the Tenderer
Fuse switches with HRC	G.E/ABB	
PVC insulated copper conductor – FRLS Grade	Polycab / Finolex	
PVC conduit – Medium thick	Vasavi / Avon / ITP	
DBs	NCI/ Wipro North west	
MCBs, ELCBs, RCBOs	MDS/ Wipro North west	
Cables	Wipro Suraksha, Finolex, Havells	
Metal clad sockets	ABB/ MDS	
6 – 16 A single pole switches, sockets, ceiling roses etc.	Wipro (Nowa), Legrand Mosaic, MK,Blenze	

	ABSTRACT TO GENERAL CONDITIONS OF CONTRACT						
1	Date of commencement	7 days from the date of receipt of order or from the date of mark out					
2	Period of Completion	21 days from date of mark out /commencement					
3	Defects Liability Period	12 months					
4	Agreed Liquidated Damages	1% of tender amount per week subject to a maximum of 5% of contract value					
5	Period of Final Measurement	15 days after virtual completion					
6	Value of work for the Interim bill	On completion of below works					
		Cabin Works – 10% Payment					
		2. Work Centre – 30 % Payment					
		3. Electrical and Networking Works –					
		30 % Payment					
		On Completion – 30% Payment					
7	Total retention money including Earnest Money and initial security deposit	As per Clause 11, of General Conditions					
8	Payment of interim bills	15 days after submission of interim bills					
		by the Contractor					
9	Payment of final bill after virtual completion	30 working days					
10	Delayed Payments	No interest will be paid to this account					
11	Estimated value	11,37,110/- (Excluding GST)					

#### **DECLARATION**

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

Witness:	-	Signature of Tender
	Address	
Date:	_	

#### PROPOSED FURNISHING, ELECTRICAL WORKS AT THE NEW INDIA ASSURANCE COMPANYLTD., SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018.

#### TENDER SCHEDULE.

(Furnishing and Electrical works)

#### Part 2 Price Bid

#### **CONSULTANTS:**

MATHURA ASSOCIATES, P/o Ar.D.MADHUKANNAN B.Arch, FIV, AIIA, Mem C.A., ARCHITECT -INTERIOR DESIGNER - VALUER.

Plot No: 19/1 Agasthiyar Street, Viswanathapuram, Madurai - 625014. Mob : 99658-81704, 96006-31864

Email: arch.mathura@gmail.com

Last date for submission of PublicTender: at 05.00 PM on 15.12.2025

Opening of Technical bid PublicTender:16.12.2025

# PROPOSED FURNISHING, AND ELECTRICAL, WORKS AT THE NEW INDIA ASSURANCE COMPANY LTD., SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018.

Name of the Contractor to whom issued:	
	_
Address:	

# PROPOSED FURNISHING, AND ELECTRICAL WORKS AT THE NEW INDIA ASSURANCE COMPANY LTD., SRI KRISHNA ENCLAVE, 75 E/3 SALAI ROAD, TRICHY - 620018.

#### **LIST OF DRAWINGS:**

SI.No.	Drawing No.	Name of Drawing
1	1	Interior layout

	TRICHY : SUMMARY					
S.No.	Description of item	Amount ( Rs. )				
1	Furnishing work					
2	Electrical Work					
3	Data Cabling Work					
	Total(Excluding GST)					

Place:

Date: Signature of contractor with seal.

### PROPOSED INTERIOR FURNISHING WORK FOR THE NEW INDIA ASSURANCE - TRICHY BRANCH ( NEW PREMISES) — BILL OF QUANTITIES

Sl.N o	Particulars	Qty	Unit	Rate	Amount
				(Rs)	(Rs)
	INTERIOR/FURNISHING WORKS				
I	BRANCH				
1	Full height partitions with Aluminium glass panels for manager cabin:				
	Supplying and fixing glazed partitions using Powder coated aluminium section of size 2"x1" frame work with 8mm Novapan wood of approved make which is to be used as per the drawing mentioned. Partitions frame is to be fixed properly to the roof slab, A glazed door has to be provided as per the drawing with door closer and locks of godrej make.(the partitions area given below the false ceiling level cost includes for aluminium frame to be extended and fitted up to roof ceiling. Doors to be made out of 8 mm thk glass with etching as per the design glass with etching has to be fixed on aluminium channel and the aluminium frame shall be covered with Bottom Position 3'-Novopen wood, Middle Position 3'- Glass 8 mm, Top Position 3'- Novopen wood which is to be used as per the drawing mentioned the cost include 5" brass hinges(4nos/door) and door handle as approved by architect.	1249	/ Sq.ft		
	Partition size : (20'6"+9'6"+9'6"+8'9") X 8'6"	410			
	F.H.P :(38'0"+16'0"+16'0"+6'3") X 11'0"	839			
2	Glazed partitions with entrance door:  To be made out of 12mm thk glass as per the design glass to be fixed on aluminium channel the bottom frame size is 6"x1½" and the middle, vertical frame size is 2½"x1½" and the top frame size is 3"x1½". The cost include floorspring of everite make and door handle as approved by architect door size(3'0"x7'0") cost include Godrej make floor spring SIZE: (3'0"X 7'0")	21	/sq.ft		
3	Clerical/officer table-25mm thk Machine made post formed table top and side table top				
	Table height 2'6"				

	The table having 25mm thk machine made post formed top with			
	side and front side drop, bottom base made of 25mm thk MDF			
	and drawer units /shutter made of 18mm MDF. All exposed			
	area is finished with 1.0mm thk lamination of which is to be			
	used as per the drawing of approved make. For keyboard			
	drawer and table drawers/shutters set lock (godrej), stainless			
	steel handles to be provided. Shutter is to be fitted with SS			
	hinges of approved make to be provided for each clericals table.			
	Front side edges of table/drops(clerical side) are to be finished			
	with wood with teak wood finish painting with one coat of			
	primer and two coats of paint after doing patty is to be			
	undertaken inside the			
	drawer/shutter/table inner side. For the customer side of clerical			
	table 8mm glass partition with edging of 1'3" ht to be fixed			
	above the table using metal clamp to be fixed on side partitions			
	/front pillar partition to be fixed between tables. The front pillar			
	partition is to be made with 2"x 1" aluminium section both side			
	covered with 8mm thk marine ply wood and finished with			
	1.0mm thk lamination as per drawing. The last table –side			
	partition size 4'6" htx4'0" customer side and 3'6" ht clerical			
	side supported with 2"x 1" aluminium section both side covered			
	with 8mm thk MDF and finished as per drawing at the bottom			
	and at top table 8mm thk edged glass fixed with metal clamp.			
	Table with 25mm P/F table top 5'0" X 2'6"	3	/ No	
	Table with 18mm MR ply with Lamination table top (4'0"x 2'0")		7 110	
	with suitable intermediate curved glass of size 8mm thk (24"x	24	/ No	
		24	/ 110	
	12") & provide 10mm Glass of size (4'x 1') positioned between			
	2 running table.	2	/ <b>N</b> T	
	Table with 25mm P/F Side table top (3'6"x1'6")	3	/ No	
4	Storage Unit(Full / low height):			
	Providing and fixing 1'6" wide storage unit made of 18 mm			
	plywood finished with 1 mm lamination of approved colour &			
	pattern on top and all visible sides with shelves. Inside painting			
	with one coat of primer and two coats of paint after doing patty			
	is to be undertaken. All exposed edges are finished with			
	hardwood lipping. Provided openable shutters with SS handles,			
	lock and auto closing hinges as per design.			
	L.H.S ( 29'3" +29'3"+ 20' ) x 2'6" (Depth-1'6")	196	/sq.ft	
	, , , ,		1	
	TOTAL			
-	Exclusive GST			
	EXCIUSIVE US I			

### PROPOSED ELECTRICAL WORK FOR THE NEW INDIA ASSURANCE - TRICHY BRANCH (NEW PREMISES) - SCHEDULE OF QUA NTITIES

	BRANCH (NEW PREMISES) - SCH	EDULE OI	QUA N	IIILS	
No	Description of work	Size/qty	Unit	Rate	Amount
I	BRANCH				
	Supply and laying of following size of original				
	(Approved make )PVC insulated copper wire in				
	suitable PVC conduit of 2mm thk with necessary				
	PVC accessories like elbows, bends etc, necessary				
1	clampings				
a	4 x 6 sqmm + 1 x 4 sqmm from Main MCB DB to UPS input cost of 4 x 6 sqmm wire & }				
	1 x 4 sqmm wire }				
	Cost of PVC conduit pipes}	25	/M		
	Laying/fixing charges }				
c	Banking Hall 3 AC machine				
	Cost of 2 x 4 sqmm wire }				1
	1 x 1.5 sqmm wire				
	Cost of PVC conduit pipes	200	/M		
	Laying/fixing charges				1
d	2 x 4 sqmm + 1 x 2.5 sqmm from UPS output to UPS output main MCB DB & UPS output circuits DBs				
	Cost of 2 x 4 sqmm wire & }				
	1 x 2.5 sqmm wire }	25	/M		
	Cost of PVC conduit pipes } Laying/fixing charges }				
	2 v 2.5 games from LIDC outset to singuit DD to				
e	3 x 2.5 sqmm from UPS output to circuit DBs to UPS points (Four circuits)				
	Cost of 3 x 2.5 sqmm wire & }				
	Cost of PVC conduit pipes )				
	Laying charges }	250	/M		
	(UPS & RAW POWER CIRCUIT)				

	Supply and fixing of 2 x 4 sq.mm and 1 x 2.5 sq.mm (Approved make ) copper wire in PVC conduit of			
2a	2mm thk from change over switch to generator point	30	/M	
<u> </u>				
	Supply and fixing of 15 A switch plug and socket			
١.	with suitable surface mounted box. ( Approved	-	0.7	
b	make)	5	/No	
	Supply & fixing of (Approved make) following			
	8way 3phase vertical type double door MCCB DBs			
1.	in suitable MS enclosures with necessary			
b	interconnection main MCCB DB	1	/N.T	
	MS Enclosures -1No	1	/No	
	100Amps MCCB -1No	1	/No	
	63Amps 3pole MCB -2Nos	2	/No	
	SP 40Amps MCB -10Nos	10	/No	
c	UPS INPUT MAIN MCB DB			
	(Approved make )with MS			
	enclosure	1	/set	
	63Amps 4pole MCB			
d	UPS OUTPUT MAIN MCB DB			
	(Approved make )			
	Double door single phase 8way with MS enclosure			
	-1			
	40Amps 2pole MCB -1	2	/set	
	SP 10 Amps MCB -6			
	Supply & fixing of (Approved make) following			
	8way three phase vertical type double door MCB			
	DBs in suitable MS enclosures with necessary			
e	interconnection main MCB DB for lighting			
	MS Enclosures	1	/No	
	63 Amps 4 pole MCB	1	/No	
	SP 25 Amps MCB	12	/No	

	Change over with phase shifter Supply &			
4a	Installation of 63Amps 4 pole change over switch for generator (Approved make)	1	/No	
	Supply & providing of 3 Phase indicating lamps			
b	(3Nos) in suitable box	1	/set	
	Supply & fixing of 63Amps Auto Phase Selector			
c	switch for UPS Input	1	/set	
	(Approved make )			
	Supply and laying of 2pair Telephone cable			
d	(Approved make )suitable PVC pipe/channel	120	/M	
	cost of cable			
	cost of PVC pipe			
	Laying charges			
	Supply & installation/fixing of Modular type RJ11			
e	Telephone sockets(Approved make)	20	/No	
	Supply & installation/fixing of 20 pair krone box			
f	with Connectors including Temination Charges	1	/set	
	Supply, installation and testing of dedicated earth			
	pit for UPS as per standard using 600mm x 600mm			
	x 3mm copper thick. The rate should include			
	excavation, salt and charcoal powder, brick work			
	450mm x 450mm, cast iron cover/plate etc of &			
	providing of copper plate ear thing as per standard			
5a	for dedicated earth pit for UPS	1	/set	
	Supply & laying of 6sqmm copper wire within			
b	20mm GI pipe from earth electrodes to the UPS	40	/M	
	Supply & fixing of 3Nos 6amp socket with			
	2Nos.6amp switch in suitable surface mounted box.			
6a	-UPS Power (Approved make )	28	/No	
	Supply & fixing of 1Nos 6amp socket with			
	1Nos.6amp switch in suitable surface mounted box			
	for Wall Fan and Officer Table (Approved make	20	/N.T	
b		28	/No	
	Supply & fixing of 2Nos 6amp socket with			
	1Nos.15amp switch in suitable box for Raw PowerModular type- (Approved make)	10	/No	
С	1 owenvioudial type- (Approved make)	10	/190	

	Supply and fixing of original 4 x 4 sq.mm + 1 x 2.5			
	sqmm copper wire in PVC conduit of 2mm thick			
	from Main MCB DB to generator change over and			
7a	from changeover to lighting board	40	/M	
	Supply and fixing 20A Metal clad plug and socket			
b	for AC unit	7	/No	
8	Point wiring:			
	Point wiring for light, fan, 6A switched sockets with			
	(Approved make) 2R 1.5 Sqmm FRLS insulated			
	multi strand single core copper conductor wire			
	drawn in 20mm dia 2mm thick PVC conduit to be			
	laid on false ceiling by clamping with GI clamps,			
	concealed on wall and RCC roof etc with all			
	accessories like conduit bends, junction boxes etc.			
	The work also involves supply and fixing of 6 A			
	modular switch housed in manufacture's zinc			
	passivated MS box to be concealed to wall.			
a	One light point controlled by one switch	15	/No	
d	6A switch box sockets in the switch board itself	6	/No	
	Supply and installation of 2R 2.5 Sqmm FRLS			
	multi strand copper wire drwn in 20mm PVC			
	conduit 2mm thick to be laid concealed on wall			
	between DBs and switch boxes including			
f	terminations at both ends (UPS & RAW POWER			
	CIRCUIT)	285	/M	
9	LIGHT FIXTURE :			
	(Approved Make)			
	Supply of ISW LED Recess mounted down lighter			
	comprises of aluminium dia cast housing and ring			
	finished white powder coated with high translucent			
	frosted PMMA diffuser operation voltage 240 V			
	input current 0.06-0.075 AMP input wattage			
b	14.515.5W	6	/ No	
	TOTAL(I)			
	Exclusive GST			

#### PROPOSED SCHEDULE FOR DATA CABLING WORKS AT THE

## NEW INDIA ASSURANCE - TRICHY BRANCH ( NEW PREMISES),

S.N o	Description of work	Qty	Unit	Rate	Amount
1	Supply & laying of CAT 6 Data Communication cable in 2mm thk heavy duty 20mm dia PVC conduit and making holes in the partitions / wall all accessories as required ( DLink )	750	/ m		
2	Supply & Installation, Testing & Commissioning of Modular type 1Nos of RJ45 Female Jack housed in PVC box with suitable Face plate fixing the same in the wall / partition with all accessories etc, as required.	27	/SET		
3	Supply and fixing of 1M Mounting CAT -6 Cord	27	/SET		
4	Supply and fixing of 2M Mounting CAT -6 Cord	0	/SET		
5	Supply & Installation of 24 port CAT 6 Jack Panel	2	/SET		
	TOTAL Exclusive GST				