

**TENDER FOR PROPOSED CIVIL,PAINTING
AND OTHER RELATED WORKS
IN GUEST HOUSE AT IMM BUILDING ,
2ND FLOOR,COLABA ,MUMBAI.
FOR THE ORIENTAL INSURANCE CO.LTD.MRO1**

: PART - I :

: TECHNICAL BID :

Envelope No.I : Technical Bid :

ARCHITECT : RASHMIN BHANDARE

M : 9892067458

Email: rashminbhandare@gmail.com

Date of Pre Bid Meeting : 26 / 02 / 2024 at 14.30 p.m.

Date of Tender Submission : 07 / 03 / 2024 before 3.00 p.m.

Total No. of pages : Technical Bid : 31 Nos

Tender Fee : Rs. 11800/- (Rupees Eleven Thousand eight hundred only) **Inclusive of GST** (Non Refundable) and EMD (Earnest Money Deposit) of Rs.50,000/- (Fifty thousand only) **Refundable** to be paid by DD favouring " The Oriental Insurance Co. Ltd." To be submitted at the office of Dy. General Manager, The Oriental Insurance Co. Ltd. MRO I Oriental House,2nd Floor, Churchgate, Mumbai-400 023.

**Following Original Documents to be hand over in TO ESTATE DEPT.MRO1 Gr.Floor
before submitting the Tender or else Tender will be Rejected. This please be noted.**

a)Original DD of EMD of Rs.50,000/- & Tender Fee of Rs.11800/-

b) Original Bid Security Declaration on Co.'s Letter head (Ref. Page No.8)

c) Original Integrity Pact on Rs.100/- stamp paper (Ref. Page No. 9)

d) MSME Registration certificate if applicable

Scanned copies of the a, b , c & d above will also to be enclosed along with Technical Bid.

Technical Bid & Financial Bid separate envelopes to be put it in **THIRD SEPARATE** envelope super scribing the Nature of the work

: 1: Seal & Signature of the contractor

TENDER NO : OICL MRO I / ESTATES & ESTB.

The Oriental Insurance Co. Ltd. intends to invite Tenders from Bona fide contractors for Proposed Civil .Painting & other related works in Guest House at IMM Building,2nd Floor,,Colaba, Mumbai.

The scope of work includes:

- 1) Civil, Painting & Other related works of Guest House Located on the 2nd Floor IMM Building ,2nd Floor , Colaba , Mumbai with completion period of **10 WEEKS**
2. Entering into agreement with Company for the same including Supervision and Execution of work.
3. To comply with **CVC** guidelines and queries if any, connected with such project.

The work shall be executed as per specifications & supervision of our Architect M/s. RASHMIN BHANDARE,

The last date for submission of Tender will be 07.03.2024 along with Technical Bid, Price Bid and scanned copies of Pay Order / DD towards EMD of Rs.50,000/- (Rupees Fifty Thousand only) Refundable and Tender cost of Rs.11800/- (Rupees Eleven Thousand eight hundred only inclusive of GST (Non Refundable) in favour of The Oriental Insurance Co. Ltd drawn on any Nationalized Bank must be submitted while participating in the tender process. Tenders submitted without Tender Cost will be rejected. The Bidders must submit DD of Tender Cost & EMD at our aforesaid address CBO-I) on or before 06.03.2024 by 05:00 PM.

A) Earnest Money deposit : **Rs. 50,000/-** to be paid by DD favoring The Oriental Insurance Co .Ltd.

B) Tender Fee : **Rs. 11800/-** to be paid by DD favoring The Oriental insurance Co.Ltd.

Original DD of EMD & Tender Fee to be submitted to MRO1 before date of submission of Tender

Where as BOTH SCAN COPIES OF A & B ABOVE TO BE PUT IN SEPARATE ENVELOPE IN TECHNICAL BID ONLY

Contractor should meet the following criteria to be considered eligible for the “Technical Bids”:-

1)Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, i.e.31st March 2023 should be at least 1 Crore.

2)Experience of having successfully completed similar works during the last 3 years ending last day of the month previous to the one in which applications are invited should be either of the following :

3)Solvency Certificate from the Nationalized Bank shall be 1 Crore and its validity should be at least 3months from the last date of submission of Tender.

A) One similar completed work costing not less than the amount equal to **Rs.25 Lacs OR**

B) Two similar completed works costing not less than the amount equal to **Rs.15 Lacs**

Price Bids of only technically qualified bidders will be opened. The Oriental Insurance Co. Ltd. and the Architect do not bind themselves to accept any or all the bids and reserve the right to reject any or all bids without assigning any reason.

;2: Seal & Signature of the contractor

A) **Tender Fee : Rs. 11800/-** (Rupees Eleven Thousand eight hundred only) Inclusive of GST (Non Refundable) and **EMD (Earnest Money Deposit) of Rs.50,000/-** (Fifty Thousand only) to be paid by Demand Draft favouring “ The Oriental insurance Co.Ltd.” (Payable at Mumbai only) To be submitted at the office of Dy. General Manager, The Oriental Insurance Co.Ltd. MRO I Oriental House,2nd Floor, 7,,J.Tata Road, Churchgate, Mumbai-400 023 before the closure of the tender. And Scanned copy of the DD to be enclose in Technical Bid. **NO CHEQUEARES ARE ACCEPTED.**

Please note that Tender Cost exemption will be as per government rules applicable to MSME. Please submit relevant copy of MSME certificate, if applicable, at the office of Dy.General Manager, The Oriental insurance Co.Ltd. MRO I ,7,J.Tata Road, Churchgate Mumbai-400 023, before the closure of the tender in sealed envelope

Those contractors who down load the Technical & Financial Bid from Company's web site We are enclosing herewith the tender document. You shall please base your rates after verifying the site conditions etc. The security deposit will form the part of the performance guarantee, which shall not bear any interest. The amount will be refunded to you on completion of the defects liability period. The entire job is to be **completed within 10 weeks** from the date of work order.

Tenders are invited into two bid system i.e. “Technical bid” and “Financial bid”. For The tender should be submit in the following format and shall contain detailed documents as listed below

Part I (Technical Bid) General Conditions of Contract Appendix

Part II (Financial Bid) – Specifications Schedule of quantities.

Submit the Tender Document comprising Technical & Financial Bid to be submitted Co. Ltd on or before 06.03.2024 not later than 3.00 pm. The tenderers are advised to visit, carefully inspect the site. At first instance technical bids shall be opened. The technical bids will then be evaluated on the basis of documents and information furnished as also if necessary, after physical examination of the tenderers office/workshop & projects successfully executed by them. The criteria followed by the company will be at its sole discretion and will not be open to question. The contractors who shall qualify in the technical bid will only be eligible for the opening of their financial bid.

:3; Seal & Signature of the contractor

Kindly also note that

- a) Any Tender received in any manner other than prescribed above shall be summarily rejected.
- b) Any Tender after the due date & time shall not be considered.
- c) E.M.D. will be refunded without any interest to all unsuccessful tenderers after award of the work subject to the relevant provisions in the tender documents.
- d) Any false information furnished by the contractor shall lead to the forfeiture of the earnest money.
- e) Canvassing whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing in any form would be liable to rejection.
- f) The tenderer shall unconditionally accept terms & conditions of the company. Conditional offer shall be summarily rejected.

THE ORIENTAL INSURANCE CO. LTD. RESERVES THE RIGHT TO ACCEPT ANY, IN PART OR IN FULL OR REJECT ALL TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.

The rates mentioned in the tender are Exclusive of **GST** and shall remain firm till the entire completion of the work, no escalation in price will be payable for what - so ever reason.

Tender Notice shall form the part of the contract.

Thanking you.

Yours faithfully,

Dy. General Manager,
The Oriental Insurance Co. Ltd.
Mumbai Regional Office 1

:4: Seal & Signature of the Contractor

Rashmin Bhandare
Architect

The Contractor should satisfy himself that no paper or document from this Sealed Document is missing while submitting this tender consisting of 1 to 31 pages

Tender issued to

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Issued by :

The Dy. General Manager,
The Oriental Insurance Co.Ltd.
Estate & Estb. Dept.
Mumbai Regional Office 1
7,J.Tata Road, Churchgate.
Mumbai-400 023.

:5: Seal & Signature of the contractor

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Rashmin Bhandare

Architect

TENDER FOR PROPOSED CIVIL, PAINTING & OTHER RELATED WORKS IN GUEST HOUSE AT IMM BUILDING,
2ND FLOOR, COLABA, MUMBAI.

: Appendix Showing the Important Schedules :

- | | |
|---|--|
| 1. Date of commencement of Work | : <u>IMMEDIATELY</u> |
| 2. Date of completion of Work | : 10 weeks from date of commencement. |
| 3. Tender Fee
(None Refundable) | : Rs.11,800/- (Rupees Eleven Thousand eight hundred only)
Inclusive of GST |
| 4. EMD (Earnest Money Deposit) | : Rs.50,000/- (Rupees Fifty Thousand only)
(Except for MSME Registered Contractor) |
| 5. Security Deposit | : <u>Rs.1,00,000/-</u> (Including EMD)
(Rupees One Lac only)
to be paid by The Successful Bidder only
<u>And will be Released along with Final Bill payment.</u> |
| 6. Defect Liability period | : 12 months after completion of work, |
| 7 Retention Percentage | : 10% of cost of the works executed + Security Deposit |
| 8. Refund of Retention Money | : To be refunded to the contractor thirty days after the end of Defects Liability period of 12 months |
| 9. Penalty for delay in work
(Liquidated Damages) | : Rs. 1000/- per day subject to max. 10% of the Incompletion of work contract amount. |
| 10. Minimum Value of work for Interim Bills | : <u>One Single Final Bill Payment</u> against 100% of work completed.
as certified by Project Architect |
| 11. Period for honoring Interim Certificate | : Within 15 days of issue of Certificate from Architect |
| 12. Period of Final Measurement | : 15 days after virtual completion of work |
| 13. Period of honoring Final Certificate | : 30 days from the date of issue of Certificate |
| 14. Income Tax deduction | : At prevailing rate from each bill |
| 15. Tender validity period | : 6 Months from the date of work order. |
| : 6: Seal & Signature of the contractor | |
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Rashmin Bhandare
Architect

FORMAT TO BE FILLED UP, SIGNED BY THE **AUTHORIZED E SIGNATORY** AND DOWN LOAD IN THE ORIENTAL INSURANCE CO.LTD. CO.LTD WEB SITE ON SUPERSCRIBING THE NATURE OF WORK AS PROPOSED CIVIL,PAINTING & OTHER RELATED WORKS IN GUEST HOUSE AT IMM BUILDING , 2ND FLOOR, COLABA, MUMBAI.ALONG WITH **TENDER FEE OF RS.11800/- (Non Refundable) and EMD (Earnest Money Deposit Rs.50,000/- (Refundable)** favouring THE ORIENTAL INSURANCE CO.LTD. MRO1 .BY D.D.ONLY and to be hand over at the office of Dy.General Manager, The Oriental Insurance Co.Ltd. MRO1 ,Estate & Estb.Dept. Oriental house ,2nd floor, Churchgate , Mumbai-400 023. Scanned copy of the DD will also to be enclose in Technical Bid in two separate envelopes

The intending contractors should submit the following details in the technical bid duly contained the following

1. Name of the organization :
2. Address of the Office with Tel / Email / Fax
- 3.Year of establishment :
4. Status of firm (whether company / firm/ Proprietary
5. Copy of Permanent Account No (PAN) :
And copy of balance sheet for the last 3 years
Including IT Return verification form duly signed with
e-Filing Acknowledgement Number.
6. Copy of Registration with GST No.
with latest Paid challans since April 2022 (Copy to be enclosed)
7. Average Annual Financial Turn over. Balance sheet duly certified
by the Chartered Accountant shall be submitted for the last Three
Financial years ending 31st March of the previous year.
The turn over should be at least 100 Lacs
8. Name & address of Bankers :
9. Workshop address with its shop & establishment certificate on owner's name

:7:Seal & Signature of the contractor

Rashmin Bhandare
Architect

10) **Successful Completion Certificate** of similar works from the client shall be submitted. Contractor should carried out similar type of works for Nationalized Banks /Financial Institution / PSU or its substitutes
The works executed during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following.

- a.) One similar completed works costing not less than the amount equal to Approx.Rs.25Lacs
- b.) Two similar completed works costing not less than the amount equal to Approx.Rs.15 Lacs

DEFINITION OF "SIMILAR WORK" means CIVIL, PAINTING & OTHER RELATED WORKS

11) **Latest Workman's Insurance Policy Number with copy thereof**

12). **Details of projects in hand with names of the clients, address & phone nos.**

13) Any false information furnished by the contractor shall lead to the forfeiture of the contract.

Note :

- 1) Submit the relevant papers in order
- 2) Please ensure that all relevant papers are attached separately along with this format
- 3) Incomplete format will be rejected.
- 4) Contractor will be liable for Rejection /Disqualification / Termination of the contract if found having given the false information at any stage of selection / execution of work etc. Company reserves the right to reject any contractor without giving any reason.
- 5.) Any concealment of fact or misrepresentation will make the Technical Bid VOID.

VIMP : Bid Security Declaration to be enclose in Technical Bid

Before commencement of the work the following undertaking to be submitted by the contractor **on Letter Head**
(**Bid Security Declaration of bidder**) I / We / Our organization.....
including our Partners / Share holders / Directors hereby certify that our Company is not blacklisted by any Public Sector Undertaking and / or having dispute with any Public Sector Undertaking In case at any stage if it is found that the information given by me /us is false/ incorrect . THE ORIENTAL INSURANCE CO.LTD. .shall have the absolute right to take any action as deemed fit without any prior intimation to me /us.
And to be submitted to Estate Dept .THE ORIENTAL INSURANCE CO.LTD. MRO I in separate envelope along with Technical Bid .

2) **Technical Bid to be submitted with completion certificate of Similar Nature from the Clients only and Not the work orders .This please be noted.**

:8: Seal & Signature of the contractor

: INTEGRITY PACT : (Should be on Rs.100/- Stamp Paper)

: To be enclosed in Technical Bid :

Between

THE ORIENTAL INSURANCE CO.LTD. (OICL) hereinafter referred to as "The Principal", and
_____ hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Civil, painting & other related works in Guest House, IMM Building 2nd floor, Colaba, Mumbai. The principal is a Government Company formed under the General Insurance Business (Nationalization) Act, 1972, performing its functions as a Reinsurer. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s). In order to achieve these goals, the Principal will enter into this pre-contract Agreement, with every Contractor/Sub – Contractor/Vendor/Agency/Supplier/Bidder with whom the Principal intends to enter into any contract above the threshold value upto Rupees 25,00,000/- (INR Twenty Five Lacs only), falling under the scope of the 'OICL Procurement Guidelines' as amended from time to time and administrative instructions issued thereon.

The Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Provided that nothing mentioned herein shall apply to contracts of insurance, reinsurance, retrocession entered into as part of the Reinsurance business of the Principal or to agency and other service contracts in relation to the core activities of reinsurance and investment of the Principal. Provided further that nothing mentioned herein shall apply to any branch, representative, subsidiary or other offices of the Principal outside India.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

:9: Seal & Signature of the contractor

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

i. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign

Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only. The "Guidelines on Indian Agents of Foreign Suppliers".

v. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

:10: Seal & Signature of the contractor

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, OICL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

:11: Seal & Signature of the contractor

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of OICL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the CMD (OICL), a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD (OICL) has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded .If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of (OICL)

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)
Place & Date:

(Office seal)
Place & Date:

Witness 1:
(Name & Address)
Date:

Witness 2:
(Name & Address)
Date:

:12: Seal & Signature of the contractor

Rashmin Bhandare
Architect

: CONTRACTOR' S LETTER :

Date:

SUB: TENDER FOR PROPOSED CIVIL, PAINTING & OTHER RELATED WORKS IN GUEST HOUSE,
2ND FLOOR, IMM BUILDING, COLABA, MUMBAI.

Dear Sir,

This has reference to the invitation for the tender of the above work. We are interested to carry out the work as contractors and offer herewith to execute the work under contract at the rates mentioned in the schedule of quantities hereinafter . We have quoted the rates on verifying the site conditions.

I/We have examined , studied and read all the specifications & conditions in detail . We have also read all the tender papers and hereby agree to carry out to work accordingly . **We also enclose D.D. of Rs.50,000/- (Rupees Fifty Thousand only) as EMD AND Rs. 11800/- (Rupees Eleven Thousand eight only) as TENDER FEE. favoring THE ORIENTAL INSURANCE CO.LTD. payable at Mumbai only.**

I/We also assure you and agree to carry out execute , finish the entire job **WITHIN 10 WEEKS** from the date of commencement of work. Further we also agree to start the work **IMMEDIATELY** of the issue of letter of intent / work order.

Thanking you & assuring you of our best services .

Yours faithfully ,

:13 : Seal & Signature of the contractor
Date:

Rashmin Bhandare
Architect

: GENERAL CONDITIONS OF CONTRACT :

- 1).Contractor shall fill the tender in English .
- 2).They shall inspect the site in advance and ascertain themselves with all the rules and regulations of the premises with regard stair-cases , entrances etc .
- 3).Contractor shall carry out the work strictly as per the plans and drawings and as per the specifications and instructions as mentioned in the tender
- 4).The site shall be kept neat and clear of debris , saw dust nails, creams , plaster of paris broken tiles shall be removed from site after the work is over and the premises shall be available absolutely clean.
- 5).The work of Electrical Installations, water supply & other related civil works shall be carried out simultaneously and co-ordinate properly by the contractor , and through experts licensed (Government recognized)personal .
- 6).All quantities are probable quantities and subject to revision , subtraction , addition or omission as per the choice of the owners and no extra claim will be entertained on account of addition , omission ,subtraction and /or revision . The payment shall be made on actually executed quantities for the respective items .
- 7).The contractor shall be responsible for the injury to their workmen and damages to the entire property / adjoining properties etc. And the contractor shall insure their All workmen according to the " Workmen's Compensation Act" and comply with E.S.I.C. Act or any other acts related to labourers as applicable in India (EC policy along with All risk policy should be taken by the contractor for their employees are mandatory.)
8. The rate quoted for various items , shall exclude all the taxes ,such as GST charges ,that are applicable on any item and the quoted rates shall be final price for individual item and shall be firm /fixed through out the duration of the contract .
9. The contractor shall give guarantee for the work executed and shall be responsible for the defects occurred during the period of 12 months after the completion and shall rectify the same at his own cost . The deposit will be returned to him on completion to the fullest satisfaction of the Architect /Owner.
- 10.The extra items rates shall be finalized with the Architect in advance and shall be based on the rates quoted already. The final decision regarding the extra item rates will be with be with architects and shall be binding on both the parties.
11. Work shall be carried out under the supervision and direction of appointed Architect. The owner will be inspected the premises at any time during carrying out the repair work
12. The Architect or his authorized representative shall have access to the site of the successful tenderer during the execution of the entire work etc. so as to ensure themselves of the quality of material and workmanship .
13. In case of non-completion of work within the stipulated time and such extended time as may be agreed upon by the owner in writing in advance , contractor will be liable for penalty @ Rs .1000/-per day for the delayed period .
14. The retention amount at 10 % will be deducted from every bill and will be returned to him on completion AFTER DEFECT LIABILITY PERIOD OF 12 MONTHS as certified by the Architect.

: 14: Seal & Signature of the contractor

Rashmin Bhandare
Architect

15. ALL RATES ARE EXCLUDING OF GST / LEVIES OR DUTIES THAT ARE APPLICABLE AS PER THE LOCAL LAWS.

16. The Contract is neither a fixed lump sum contract , nor a piece work contract , but it is a contract to carry out the work in respect of the entire work to be paid for , according to actual measurement taken at site and the tender rates contained /mentioned in the Schedule of Rates and probable quantities as per Tender document.

17. The Contractor whose tender is accepted shall enter into a regular Contract Agreement with the Owner embodying these conditions ,in addition to the tender documents with Schedule of Rates and probable quantities as per the Tender Document

18. The Contractor must obtain for himself on his own responsibility for taking all relevant permissions from B.M.C.(Mumbai Municipal Corporation) , Heritage Committee, Fire Brigade, Various Mathadi Union (for lifting & shifting of raw materials) or any other STATUTORY AUTHORITY at his own expenses. Also all the information which may be necessary for the purpose of completing a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of work and acquaint himself with all local condition means of access to the work nature of the work and all matters appertaining thereto . No allowance shall be made to him for lack of full knowledge of the conditions .**ITEM NO.18 ABOVE MEANS THAT LIAISONING WORK AT CONTRACTOR'S COST FOR TAKING NECESSARY PERMISSION FROM :-**

a) Asst. Engineer (Bldg. & factories) B.M.C. regarding civil work with addition & alterations. So also furniture work.

b) B..M.C. ward Hydraulic dept. water & sanitary works .

c) B..M.C. ward Malaria dept. for erection of Sintex water tank.

e) Higher capacity meter from BEST. also carrying out other formalities.

f) Other Local authorities (Heritage Committee , Fire brigade, Various Mathadi Unions)

g) Stability certificate from Structural Engineer

PLEASE ALSO NOTE THAT NO EXTRA ALLOWANCE SHALL BE MADE TO THE CONTRACTOR FOR LACK OF FULL KNOWLEDGE OF THE CONDITIONS.

19.The calculations made by the tenderer should be based upon the probable quantities of the several items of work furnished for the tenderer s convenience in the Schedule of Quantities , but it must be clearly understood that the contract is not a lumpsum contract that neither the probable quantities ,nor the value of the individual items nor the aggregate value of the entire tender will form part of the contract and that the owner does not in any way assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto .

: 15: Seal & Signature of the contractor

Rashmin Bhandare
Architect

20. The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out under different heads .All quantities in the bill should be in cumulative. All measurements should be in order of tender sequence.

21.The contractor shall have a competent supervisor on the site all the time.

22.The contractor and his authorized representative will attend all the meeting with the owners whenever called for and the decision taken in the meeting will be binding on the contractor.

23. The Schedule of Quantities is liable to alterations by omission deductions or additions at the discretion of the Architect . Each item shall contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled up in order to show the aggregate value of the entire tender. All corrections in the tender scheduled shall be duly attested by the dated initials of the tenderer .Corrections which are not attested entail the rejection of the tender .

24. The Contractor has to make his own arrangement for purchase of all materials including cement .The owners will not be responsible for making any arrangement for procuring these materials.

25.Time shall be considered as the essence of this contract and the Contractor hereby agree to commence the work soon after the Contract is signed and to complete the entire work within stipulated period .

26.The contractor will not be paid any advance against the material brought at site.

27.No escalation in the rates will be allowed under any circumstances, time should be considered as essence of the contract.

28.No accommodation for the labourers will be allowed within / outside the building compound.

29.Execution of extra items shall be carried out prior to approval of Rate with rate analysis

From the owner / Architect on the basis of the following guidelines:

Actual cost of material + Actual cost of labour + 20% as overheads & profit.

30.MR. RASHMIN BHANDARE is the Architect for this entire project. The Contractor has to take approval of SAMPLE & MAKE from him and complete the entire civil repair & water supply work to the ENTIRE SATISFACTION OF ARCHITECT.

31. The contractor at his own cost shall take out Contractor's All Risk Insurance including Third party insurance from an approved Insurance Company in the joint names of THE ORIENTAL INSURANCE CO.LTD..LTD & the contractor for the execution of the said works up to the end of the DEFECTS LIABILITY PERIOD. The policies with receipts in respect of premium paid shall be deposited with the Company. If the contractor fails to do so the NIA may itself insure the same and deduct the sum from the contractor's bill.

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Rashmin Bhandare
Architect

32. The Award of Contract or the Rejection of contract will be made during the Tender validity period stated in the Appendix.

a) After all contract formalities are satisfied and the work order is issued, the successful tenderer shall execute the contract agreement within the time stated in the conditions. The contract agreement shall be executed in the form stipulated by the owner.

b) If the Tenderer receiving the Notice of Award fails or refuses the Contract Agreement within the stated time limit or fails or refuses to furnish bond as required herein, the Owner may cancel his award and the Tender security deposit will be forfeited.

c) A council, partnership or other consortium acting as the Tenderer and receiving the Award shall furnish the evidence of its existence and evidence that the office signing the contract agreement and bonds for the Council partnership or other consortium acting as Tenderer is duly authorized to do so. No extra shall be paid for any minor alterations made in specification while the work is in progress.

33. Contractor shall be given electricity free of cost at one point. The contractor has to make his own arrangement for taking it up to using place at his own expenses.

34. Water shall be provided by the owner in emergency only. However the contractor shall make his own arrangement for supply of water for civil repair works by erection of Sintex Tank. Water connections for repair works from B.M.C. or tanker water with Malaria Dept. permission shall be arranged by the contractor at his own cost. Sample test to be carried out at contractor's cost.

35 While carrying out waterproofing of overhead water storage tank alternative arrangement to be made with all necessary temporary plumbing connections for the supply of water to ALL FLOORS during the entire work schedule.

36. The contractor is responsible for all the materials on site (finished or unfinished). Any loss or damage cause to the materials incidental or otherwise shall be borne by the contractor.

37. The contractor shall make adequate arrangement of watchman to protect the materials brought by the contractor at site and ensure the safety ,breakage and theft of materials fixed or unfixed by him.

38. In case of non completion or delay in completion of the work or removal of defects in time. The owner shall be free to appoint another agency to get the job done at the contractor's risk & cost.

39. The contractor shall give proper instructions and understanding to their workmen to behave properly with other labourers / staffs working in the premises in order to seek their co- operation without disturbing each other while carrying out the work.

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Rashmin Bhandare
Architect

40. VALIDITY OF THE RATES QUOTED IN THE TENDER IS 6 MONTHS FROM THE DATE OF WORK ORDER TO THE CONTRACTOR. In the case of stoppage of work due to circumstances beyond the clients control such as war, riot, emergencies, forced majors or natural calamities etc. The contractor shall be liable to commence the remaining portion of the work immediately on receiving the instructions for commencement of work without claiming any extra amount or increase the tender rates. This is applicable for the period of 6 months from the date of work order issued to the contractor.

41. The contractor shall use bamboo / metal scaffolding for the said work and jute or plastic sheets for covering purposes.

42. Any concealed work will be required to be inspected by Architect / Engineer or his representative , before it is to be covered and contractor shall give sufficient notice to inspect such works. However , if contractor or his man cover up the work before inspection of Architect / Engineer or his representative , the same will be needed to be exposed by the contractor at his own risk if so demanded by Architect / Engineer or his representative.

43. Any of the skilled or unskilled workers at site found not up to the standard or undesirable will be required to be forthwith removed by the contractor.

44. For working beyond normal working hours of 9a.m. to 6 p.m. owners permission will be necessary.

45. If for any reasons the contractor suspends the work for a period more than two weeks, then the Owner and Architect can terminate the contract unconditionally. The responsibility in such case for the loss , damage , liquidated damages etc. to the Company will be solely on the shoulders of the contractors i.e. The Company will carry out the remaining works at the risk and cost of the contractor.

46. Income tax will be deducted at source (T.D.S.) from each bills.

47 Principal here means The Oriental Insurance Co.Ltd. . and Architect here means MR.Rashmin Bhandare

48. Material and mix test for quality and strength will be required to be done by the contractor as and when required and the cost of the same will be bore by the contractor.

49) If any quoted items are found substantially lower than the Market Price (Architect's Estimated cost) then the L1 contractor who will be awarded the contract will have to deposit the said items difference in cost as Additional Security deposit in the form of BANK GUARANTEE (Other than Security Deposit i.e Rs.1 Lacs) to THE ORIENTAL INSURANCE CO. LTD for all those items before commencement of work without giving any reasons /excuses this please be noted.

50) **Material used during the execution will be sent for Laboratory Testing if found necessary . Cost of the said material testing to be borne by the contractor.**

: 18: Seal & Signature of the contractor

Rashmin Bhandare
Architect

4.0 SPECIAL CONDITIONS OF CONTRACT :

The following clauses be considered as in extension and not in limitation of the obligation of the contractor.

4.1.0 **Tender Stipulations :**

4.1.1 Sealed tenders should be addressed to the owner : The Dy. General Manager,, The Oriental Insurance Co.Ltd. Estate & Estb. Dept. MRO I , Oriental Insurance Co.Ltd.2nd Floor, 7,J.Tata Road, Churchgate, Mumbai. and sent to the office of the Owners.

4.1.2 No tender will be received later than at 3.00 p.m. on / / 2024

4.1.3 The tender shall remain valid for acceptance by the Owners for a period of 6 months from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

4.1.4 Tender documents are required to be signed by the person or persons submitting the tender on token of his /their having acquainted himself / themselves with all conditions and stipulations of tender as laid down. Tender with any of the documents not signed will be rejected. certified copies of registration certificates, partnership deed and power of attorney will have to be furnished when the tender is to be considered for acceptance.

4.1.4 The tenderer shall not make any alteration or amendments in the scope of works, specifications and descriptions as incorporated in these tender documents. Tenders, which propose such alteration/s addition/s and/or propose any sort of conditions, will be liable for rejection.

The tenderers are not expected to include any conditions contrary to tender provisions. However, if it is necessary to include certain conditions, the same should be submitted in a separate sealed cover. No conditions etc. should be put in envelope containing price tender. The covers should be suitably super scribed indicating the containing the contents.

4.1.5 The tender must be filled in English and all entries must be made by hand and written in ink. If any of the documents are missing or unsigned, the tender will be considered invalid. Initials of the tenderer must attest all erasures and alterations made while fillings the tender. Over writing of figures is not permitted, failure to comply with any of these conditions will render the tender void. No advice of any change in rate or conditions after the openings of the tender will be entertained.

4.1.6 The Owners do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or to reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.

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Rashmin Bhandare

Architect

- 4.1.7 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of submitting the tender and for entering in the contract, and must examine the work and acquaint himself with all local condition means of access to the work, nature of the work and all matters appertaining thereto. The description of all items of work shall be deemed to contain all details of carrying them out in the context of this tender and no extra claim will be acceptable and paid.
- 4.1.8 Every tenderer shall furnish along with his tender Latest income tax clearance certificate and information regarding the Income Tax Circle/ward/district in which he is assessed for Income Tax.
- 4.1.9 All drawings and copies of tender documents shall be returned to the architects if the tender is not submitted. In case tender is submitted, the drawings and the balance copies of tender, if any, shall be returned to the Architects.
- 4.1.10 The tenderer shall quote his most competitive rates against all the items of work of the schedule of probable quantities and rates. In case, the amount shown in the last column as stated by the tenderer differs from the product of the quantity and rates filled in, the amount that may work out as based on the rates will be taken as correct.
- 4.1.11 The tenderer before quoting his rates shall take due cognizance of the relevant costs of simultaneously working several agencies at the sites, the extent of interference in his work under execution, the execution, phasing programming and providing of facilities such as scaffolding working and include the same in his rates and no extra on such amount shall be payable to the employer.

4.2.0 Contractual :

4.2.1 The contract document shall consist of the Articles of Agreement, General Conditions of Contract, Special Conditions of Contract, Preliminaries, General Specifications, Special conditions if any, Bill of Quantities, Letters of Guarantee along with (where applicable) the Tender Notice, Letter Submitting Tender, it's annexure, etc. including all modifications thereof as incorporated in the document before the execution and the Contract Drawings prepared and instructions given by the architect from time to time.

- 4.2.2 (a) The Owner (Employer) : **The Oriental Insurance Co.Ltd.** Estate & Estb.Dept.MRO I
(b) The Contractor/The successful tenderer : _____
(c) The Architect : Rashmin Bhandare

Are those mentioned such as in the agreement and shall include their legal representatives, assigns or successor. They are treated throughout the contract document as if each were of the singular number and masculine gender.

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Rashmin Bhandare
Architect

4.2.3 Within **fourteen** days of the receipt of intimation from the Architects / Owners of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract by signing an agreement, but the written acceptance by the Owners/Architects of the tenders will constitute a binding agreement between owners and the person so tendering whether such formal contract is/is not subsequently entered into. The successful tenderer shall not wait for the agreement to be prepared and signed for compliance of conditions mentioned elsewhere in this tender. Non-compliance of any of the terms for will not be acceptable.

4.2.4 Date of commencement/Completion :

The Contractor shall be allowed admittance to the site on/from the "Date of Commencement" which shall be **immediately** from issue of intimation of acceptance of the tender. He shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" which shall **10 calender weeks** from the date of commencement.

4.2.5 The successful tenderer is bound to carry out any items of work necessary for the completion of the job, if instructed by the architects, even if such items are not included in this tender/contract. The Architects will issue instructions in writing, in respect of such additional items and their quantities.

4.2.6 (a) The Contractor shall fulfill the requirements of the EMPLOYEES STATE INSURANCE ACT, 1948, applicable to all states, towards their employees and keep all the required record regarding the same for inspection by the Authorities Concerned at any time. The Contractor shall indemnify Owners / Architects, any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty of any other amount levied by the authorities, shall be recoverable from the payments due to the Contractor,

(b) The Contractor shall comply with the provisions of the APPRENTICES ACT, 1961, and the Rules & Order issued there under from time to time. Failure to do so will be in a breach of the Contract and the Architects/Owners may in his discretion cancel the Contract. The Contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provision of the Act.

4.2.8 Contractor to Conform to Local Regulations :

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the Regulation relating to the works, and to the Regulations and Bye-laws of any Authority, and of other Companies and/or Authority with whose systems the structure is proposed to be connected.

The Contractor shall bring to the attention of the Architect all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works, and lodge the receipt with the owners.

The contractor shall pay and indemnify the Owner against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any act of parliament/state legislature, instrument, rule or order or any regulation or byelaw or any local authority in respect of the work.

The Contractor shall indemnify the owners against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all any every sort that may be legally incurred in respect thereof.

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Rashmin Bhandare
Architect

4.2.9 Contractor responsible for bad work :

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within the defect liability period from the completion of the works, the Contractor shall at his own expense rectify such error to the satisfaction of the Architect.

4.2.10 Contractor liable for Damage done :

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any of his employees, whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contract. This shall be held to include, inter alia, any damage to building, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the buildings and works. The Contractor shall indemnify the Owner and the architect and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons and/or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claim.

The Contractor shall indemnify the Owner and the architect against all claims which may be made against one or both by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain until the virtual completion of the contract, an approved Policy of Insurance in the joint names of Owners, architects and Contractor. The Contractor shall also similarly indemnify the Owner against all claims which may be made upon the Owner whether under the workmen's compensation Act or any other statute and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Owner and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of the Contract.

The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Owner/Architect in respect of any costs, charges, or expenses arising out of claim or proceedings and also in respect of any award of or compensation of damage arising there from.

The Owner with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor.

4.2.11 The Contractor (the successful tenderer) must not assign the contract. He must not sublet any portion of the contract, except with the written consent of the Architects.

4.2.12 Child Labour :

The Contractor shall employ no child labour less than 18 years of age on the work. No workman of the contractor shall reside within the site except authorized guards.

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Rashmin Bhandare
Architect

4.2.13 Dismissal of incompetent or misbehaving employee :

The Contractor shall on the request of the Architect immediately dismiss from the works any person employed thereon by him who may in the opinion of the Architect be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the Architect.

- 4.2.14 The Calculations made by the tenderer should be based upon probable quantities of the several types of work which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not a lumpsum contract and that neither the probable quantities nor the value of the individual items nor the agreement value of the entire tender will form part of the contract and the Employer does not in any way assure the tendered nor guarantee that the said probable quantities are correct or that the work would correspond thereto.

4.2.15 Bills :

All bills shall be submitted in triplicate along with detailed measurements sheets duly checked by site engineer/clerk of works. Bills shall be typed in English with double spacing. Incomplete, illegible, adhoc or irrelevant bills shall not be accepted / rejected by the Architects.

- 4.2.16 Extra items : The rates for varied / deviated or extra items to be worked out on the rates quoted in the tender for the similar items. Wherever it is not possible to base the rates for varied / deviated or extra items on the tender quoted rates then the rate analysis is to be submitted by the Contractors as under and get the same approved before execution of the work.

At Actual per unit :	
cost of materials :	: Rs
Add for Labour charges	: Rs
Add for Taxes, Transportation, if any,	: Rs
Add for Miscellaneous expenses, if any,	: Rs
Sub Total	: Rs
Add for towards Contractor's overheads and profit	
@ 20% of sub total above.	: Rs
Total :	: Rs
Final rates arrived by rounding of the Total.....	: Rs/unit

Contractors are requested to note that no extra items or deviated item of work to be executed without taking prior permission from Employer / Architects. If the extra items or deviated items of work is executed without taking prior permission, Employer / Architects shall not be held responsible for the payment of such works executed. Contractors will have to submit all the particulars including purchase bills / price list for the materials along with the rates analysis for verification of item rates.

- 4.2.17 The contractor carrying out the above work shall jointly plan and work out a program for the execution of the work with Architect.
- 4.2.18 Various items of works shall be measured as per the mode of measurement standards specified. In case any standards are not specified herein anywhere, the standards as prescribed by the Indian Standards Institute will be followed. The decision of the Architect in this regard shall be final and binding

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Rashmin Bhandare
Architect

4.2.19 Along with the final bill, the contractor shall submit to the architect drawings, sketches and all necessary information for preparing "as built" drawings to be given to the owner for record.

4.3.0 **Work :**

4.3 In the event of rain / storm or other weather conditions arising, the Contractor shall always have in readiness on the site required quantity of protective material/s such as tarpaulins for the protection of the works if required. Due to above-mentioned circumstances should any work be damaged the contractor shall make good the same at his cost as directed by the Architects.

4.3.2 **Access to work :**

The Owner, the Architect and their respective representatives shall at all reasonable times have free access to the works and / or to the workshops, factories OR other places where materials are lying or from which they are being obtained, and the Contractor shall give every facility to the Owner, the Architect and their representatives necessary for inspections and examination and test of the materials and workmanship. No person except the representatives of Public Authorities and those authorised by the Employer of the Architect shall be allowed on the works at any time.

4.3.3 **Removal of unwanted material from site :**

The Architect shall, during the progress of works, have power to order in writing from time to time removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the specification or not required for work under contract. The Contractor shall forthwith carry out such order, at his own cost. In case of default on the part of the Contractor to carry out such order, the Owner shall have the power to employ and pay other persons to carry out the same; and all expenses consequent or incidental thereto as certified by the Architect shall be borne by the Contractor, or may be deducted by the Owner from any money due or that may become due to the Contractor.

4.3.4 **Use of premises for other work :**

The Owner with the concurrence of the Architect reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangement with the Owner such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor is not to be responsible for any damage or delay which may happen to or occasioned by such work.

4.3.5 **Protections of trees and shrubs :**

Trees and Shrubs designated by the Architect shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such tree. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

4.3.6 **Protection and cleaning :**

The Contractor shall protect and preserve the work from all damage or accident providing any temporary roof, window and door coverings, boxing or other construction as required by the Architect. This protection shall be provided for all property adjacent to the sites as well as on the site. The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion the Contractor shall ensure that the premises and / or site are cleaned surplus materials debris, sheds etc. removed, areas under floors cleared of rubbish gutters and drains cleared, so that the whole is left fit for immediate occupation or use and to the satisfaction of the Architect.

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Rashmin Bhandare
Architect

4.3.7 Work Programme :

The Contractor on starting the work shall furnish to the Architect a program for carrying out the work stage by stage in stipulated time. A graph or chart on each individual work shall be maintained showing the progress week by week.

4.3.8 Contractors field organization and Equipment :
Engineer-in-Charge :

The Contractor shall constantly keep on the work site during the entire period of contract one or more qualified and competent Engineers-in-Charge who will be responsible for the carrying out of the works. Any directions or instructions given to him by the Architect shall be deemed to have been issued to the Contractor.

4.3.9 Equipment :

The Contractor shall provide and install all necessary hoists, ladders, scaffolding, tools, tackles, plants, all transport for labour materials and plant necessary for the proper carrying on execution and completion of the work to the satisfaction of the Architect.

4.3.10 Watchman :

The Contractor shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labour. The contractor shall extend the security arrangements to guard the material stored and / or fixed on the premises by the Sub-Contractors.

4.3.11 Storage of Materials :

The Contractor shall provide, erect and maintain proper sheds for the storage and protection of the materials etc. and also for the execution of pre-requisite work, which may be required on the Site.

4.3.12 Sanitary Conveniences :

The Contractor shall provide and erect all necessary sanitary convenience for the Site-staff and the workmen, maintain in a clean orderly condition and clean and deodorize the ground after removal.

4.3.13 Scaffolding, Staging, Guardrails :

The Contractor shall provide scaffolding, staging, guardrails, temporary stairs that shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.

4.3.14 Safety Code :

The Contractor shall strictly comply with the provision of Safety Code as follows :-

(a) There shall be maintained a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

(b) An injured person shall be taken to public hospital without loss of time, in case where injury necessitates hospitalization.

(c) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

(d) No portable single ladder shall be over 5 meters in length. The width between side rails shall not be less than 30 cm. (clear) and the distance between two adjacent 'rungs' shall not be more than 30 cm. When an unsecured ladder is used for attendant shall be engaged for holding the ladder.

(e) The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting

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Rashmin Bhandare
Architect

- (f) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- (g) No floor, roof or other part of the structure shall be so overloaded with debris materials as to render it unsafe.
- (h) Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber handgloves.
 - (i) Workers engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- (j)
 - (1) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - (2) Workers should be supplied suitable facemasks for use when the paint is applied in form of spray or surface having lead paint dry rubbed and scrapped.
- (k) All equipments, tools, Hoisting machines and tackle including their attachments, anchorage, ropes and supports shall be maintained in perfect condition and inspected by the contractors engineer every week.

4.3.15 Shop Drawings :

The contractor shall depute adequate number of experienced staff with the necessary equipment required for preparing 'SHOP DRAWINGS' if and when required, giving working details to suitable scales such as working details shall be prepared by the contractors from time during execution of the work as may be required by the Clerk-of-work / Architect without any extra cost to the employer and shall be approved by the Architect / Clerk-of-work before undertaking any particular item of work.

4.3.16 Temporary Barriers :

The contractors shall at his cost erect temporary barriers between the area of work and that in use by the owners / occupants as and when directed by the architects. These barriers shall be such as to prevent dust and rabbit to cross over to the area in use as well as to provide protection to people.

4.3.17 Protection Screen :

The contractors shall at his cost erect all necessary protection scaffolds, nets, screens as approved by the architects particularly on the exterior face of the building / work to adequately protect the lower floors and people / property on the ground during the progress of work.

:26 : seal & Signature of the contractor

Rashmin Bhandare

Architect

4.4.0 Financial Conditions : (Explanation to Appendix)

4.4.1 Security Deposit :

The successful tenderer shall within a week of the receipt of the acceptance of the tender by the owners, deposit with the Owners, a sum equal to **Rs. 1,00,000/-** as security deposit (including Earnest Money Deposit) for the proper execution and the due fulfillment of the contract. The security deposit may be given in form of bank guarantee or fixed deposit with any Nationalized Bank with the receipts duly discharged in favor of owners. No interest shall be paid to the contractors for this deposit. The contractor shall, however, be entitled to any interest accrued on their Fixed Deposit.

4.4.2 Retention :

In addition to the money paid as Security Deposit, as additional security for the fulfillment of the contract 10% of the value of the work done will be deducted from each payment made against running account bills to the contractor until limit of Retention per Memorandum (appendix). This amount will be released by the owners on issue of final completion certificate by the architects towards compliance of all conditions of contract by the contractor including attending all defects noted during the defects liability period. The earnest money deposit, the security deposit and the retention money of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

4.4.3 Penalty For Delay In Work (Liquidated Damages) :

In case the Contractor fails to complete the work under contract in the specified period he shall pay or allow to the Owner the sum named in the Appendix / Memorandum as "Liquidated Damages" @ the rate of **Rs. 1000/-** per day for the period during which the said works shall so remain incomplete and the Owner may deduct such damages from any moneys due to the Contractor.

4.4.4 Defects Liability Period :

Any defect, shrinkage, settlement, or other faults which may appear within the "Defects Liability Period" stated in the Appendix / Memorandum of this tender or, if none stated, then within 12months after the virtual completion of the works; arising in the opinion of the Architect from materials or workmanship not in accordance with the contract shall upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Owner may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses, shall be recoverable from him by the Owner or may be deducted by the Owner upon the Architect's Certificate in writing from any money due or that may become due to the contractor or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the contractor a sum, to be determined by the Architect equivalent to the cost of amending such work.

: 27 : Seal & Signature of the contractor

Rashmin Bhandare
Architect

4.4.6 Virtual Completion Certification :

The works shall not be considered as completed until the Architect has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such Certificate.

4.4.7 Insurance Policies :

The Contractor after receiving the intimation of acceptance of his tender by the Owners, shall take out following INSURANCE POLICIES from an office approved by the architect in the joint names of the Owner and Contractor (the name of former being placed first in the Policy). The policies shall be kept valid until the virtual completion of the Contract. The contractor shall deposit the Policy and receipts for the premiums with the Architect **before commencing the work.**

- i) All Risks Insurance Policy to cover Completed work, material and equipment brought at site from Fire, Theft / Burglary.
- ii) Third Party Insurance Policy :- For accidental loss or damage caused to the property of other persons and For fatal or non-fatal injury to any person other than Insurer's own employees or workmen of employees of the Employer of the Works or Premises or other Firms connected with any other construction work thereon, or member of the Insurer's family or of any of the aforesaid; directly consequent upon or the solely due to the construction of any property described in the Schedule.
- iii) Workmen's Compensation Insurance per Local regulations.

4.4.8 Electricity for construction

The rates quoted in Tender shall also include charges for electric power. The contractor shall draw power from available sources at site only for general lighting and use of minor equipment only and shall pay for the electricity consumed. The contractor will have to make all arrangements, cable-works, protection, fittings and fixtures etc. from the supply point to the various locations are required.

4.5.0 Material :

- 4.5.1 Material used on the works shall be tested for quality / strength by the Contractor at his own cost at Institute or testing laboratory as directed by the Architects. The Contractor shall arrange to get the materials tested for quality if directed by the Architects prior to use in the work.
- 4.5.2 The successful tenderer should make his own arrangements to obtain all the material required for the work. The contractor shall have to pay all Sales Tax, Octroi or any other duty levied by the Govt. or Public bodies.
- 4.5.3 Prior to commencing work or any part of work, the contractor shall confirm having at site the specified materials required for each item of work having make firm arrangements for timely supply of such materials. If any specified item is not available, the Architects must be advised immediately.
- 4.5.4 Contractors shall procure samples of all items listed in schedule of quantities. The samples shall be submitted to Architects office for approval. The work for the bulk quantities shall be commenced only after approval of the samples by the Architects / Owners / Bank.

NOTE : Samples of material out of the list stated above will be submitted within 21 days of intimation of acceptance of tender for joint approval by the Architects and Owner prior to placing order for the material.

: 28 : Seal & Signature of the contractor

Rashmin Bhandare
Architect

5.0 DRAFTS OF LETTERS OF GUARANTEE :

(To be made on Rs.100/- STAMP PAPER)

5.1.0 (for SECURITY DEPOSIT)

1. In consideration of the (owners).....(hereinafter called the 'Owner') having agreed to accept a Bank Guarantee in lieu of Initial Security Deposit payable at the rate of% of the contract amount of Rs. i.e. Rs. (Rupees only) by M/s. (hereinafter referred to as the said 'Contractor'), under the terms and conditions of tender No..... dated and work Order Ref. No. dated for the (Contract Work)
We the Bank of having Registered Office at (hereinafter referred to as 'The Bank') at the request of M/s the said contractor do hereby undertake to pay to the (owners) an amount not exceeding the above said amount of guarantee, against any loss or damage caused to or suffered or would be caused to or suffered by the (owners) by reason of any breach by the said contract of any of the terms and conditions contained in the said Work Order.
2. We Bank ofdo hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from (owners) stating that the amount claimed in due by way of loss or damage caused to or would be caused to or suffered by (owners)..... by reason of breach by the said contractor any of the terms and conditions contained in the said Work Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee shall be restricted to an amount not exceeding the above said amount of guarantee.
3. We undertake to pay (owners) any money so demanded notwithstanding any dispute / disputes raised by the contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
4. We, Bank of , further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said work, i.e., shall continue to be enforceable till dues of (owners) under or by virtue of the said work order have been fully paid and it's claims satisfied or discharged till (owners)..... certifies that the terms and conditions of said work order have been duly & properly carried out by the said contractor & accordingly discharges this guarantee.
5. We, Bank of , further agree with (owners) that (owners)..... shall have fullest liberty, without our consent and without affecting in any manner our obligations hereunder, vary any of the terms and conditions of the said agreements or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by (owners)..... against the said contractor, and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance act of omissions on the part of the (owners)..... or any indulgence by (owners)..... to the said contractor by any such matter or thing what so ever which under the law relating the sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or of the contractor.
7. We, Bank of , lastly undertake not to revoke this guarantee during it's currency except with the previous consent of (owners)..... in writing.

Notwithstanding anything contained herein above, liability under this guarantee is restricted to Rs..... (Rupees only.) This guarantee shall be valid upto & unless a claim / demand is made on us within a period of three months from the date of expiry of the bank guarantee, we shall be discharged of all our liabilities hereunder.

Place :

Dated :

: 29 : Seal & Signature of the contractor

Rashmin Bhandare
Architect

: ARTICLES OF AGREEMENT :

ARTICLES OF AGREEMENT made the
day of between
The Oriental insurance Co. Ltd.MRO I (hereinafter called "the Employer") of the one part and
(hereinafter called "the Contractor") of the other part.

WHEREAS the employer is desirous for Proposed Civil, Painting & Other related works in Guest House, at IMM Building ,
2nd floor,Colaba, Mumbai. and has caused Specifications describing the work to be done to be prepared by the Employer or
his Architect.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and in the
correspondence attached hereto and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities
and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described
in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to
the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said
Contract Amount").

NOW IS HEREBY AGREED AS FOLLOWS :-

1. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said
Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said
Drawings and described in the said Specification and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall
become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming
part of the Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and the
correspondence and perform the agreement on their part respectively in the said Conditions and the correspondence
contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract, but is a Contract for manufacture, supply and
assemble at site to be paid for according to actual quantities at the rates contained in the Schedule of Rates and Probable
Quantities or as provided in the said Conditions.
6. The Employer reserves to itself the right of altering the items to be supplied by adding to or omitting any items
without prejudice to this contract. However, the Contractor shall not be entitled to any payment for the works done exceeding
the tender quantities unless specifically approved in writing by the Architect.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work
from tenth day after the date of issue of formal work order as provided for in the said conditions and to complete the entire
contract within Twenty Four weeks subject nevertheless to the provisions for extension of time.
8. All payments by the Employer under this Contract will be made only at Mumbai.

:30: Seal & Signature of the contractor

Rashmin Bhandare
Architect

9. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have the jurisdiction to determine the same.

10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the Contractor is a partnership or an individual).

Signature Clause

SIGNED AND DELIVERED by the
by the hand of

Shri
(Name & Designation)

in the presence of

1)
Address
.....

2)
Address
.....

Witnesses
SIGNED AND DELIVERED by

.....
in the presence of

1)
Address
.....

2)
Address
.....

If the party is a Partnership firm
or an individual should be signed by
all or on behalf or all the partners.

:31: Seal & signature of the contractor
