

Rashmin Bhandare  
Architect

# **TENDER FOR THE PROPOSED INSTALLATION OF SPLIT A.C.WORK & ELECTRICAL CABLING WORK AT CBRO, ORIENTAL HOUSE, 3<sup>RD</sup> FLOOR, MUMBAI.**

## **: TECHNICAL BID :**

Tender shall reach to:-

The Chief Regional Manager,  
The Oriental Insurance Co. Ltd. CBRO,  
Oriental House, 3<sup>rd</sup> Floor,  
Churchgate,  
Mumbai

Date of submission of Tender on

30 / 06 / 2017 before 3.00 P.M in the Tender Box at CBRO

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1:

Seal & Signature of the contractor

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**: Appendix Showing the Important Schedules :**

1. Date of commencement of Work : Immediately after issue of work order / tender acceptance or handing over site whichever is later.
  2. Date of completion of Work : 2 weeks from date of commencement.
  3. Earnest Money deposit : Rs. 25,000/- to be paid along with the Tender by DD
  - 3.1 Tender Fee : Rs.500/- to be paid along with the Tender by DD
  4. Security Deposit : ..Rs 50,000/- (includes Earnest Money Deposit)
  5. Defect Liability period : 12 months after completion of work,
  5. Retention Percentage : 10% of cost of the works executed + Security Deposit
  6. Refund of Retention Money : To be refunded to the contractor thirty days after the end of Defects Liability period.
  7. Penalty for delay in work ( Liquidated Damages) : Rs. 2000/- per day subject to max. 20% of the in Completion of work contract amount.
  8. Minimum Value of work for Interim payment : **FULL CONTRACT AMOUNT**
  9. Deviation limit : 20 %
  10. Period for honoring Interim Certificate : Within 15 days of issue of Certificate from Architect
  11. Period of Final Measurement : 15 days after virtual completion of work
  12. Period of honoring Final Certificate : 30 days from the date of issue of Certificate
  13. Income Tax deduction : At prevailing rate from each bill
  14. Tender validity period : 6 Months from the date of work order.
- : 2: Seal & Signature of the contractor
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**: IMPORTANT :**

The Contractor should satisfy himself that no paper or document from this Sealed Document is missing while submitting this tender consisting of 1 to 27 pages

Tender issued to

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Issued by :  
The Chief Regional Manager,  
The Oriental Insurance Co. Ltd. CBRO,  
Oriental House, 3<sup>rd</sup> Floor,  
Churchgate,  
Mumbai

: 3:

Seal & Signature of the contractor

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## .. NOTICE INVITING THE TENDER ...

### **ESTIMATED VALUE OF WORKS : 9.43 Lacs**

We herewith request you to please quote the competitive rates for the above work. Tender Form can be downloaded from the Company's website: [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) Those contractors who download the Technical & Financial Bid from Company's web site should remit Tender Fee of **Rs.500/- by D.D** favouring **THE ORIENTAL INSURANCE COMPANY LIMITED** alongwith the EMD. **Your tender shall reach to COMPANY'S office not later than 3.00 p.m. on 30 / 06 / 2017 along with Earnest Money Deposit( E.M.D.) of Rs.25,000/- by way of Demand Draft ( NO CHEQUE IS ACCEPTED ) favouring The Oriental Insurance Co. Ltd. ( payable at Mumbai only )** for proper execution of contract. The earnest money deposit will not bear any interest. The earnest money deposit will be forfeited in the event of any evasion refusal or delay in the part of the tenderer to sign and execute the contract on acceptance of his tender. The money deposit without any interest will be returned to the tenderer whose tenders are not accepted. We are enclosing herewith the tender document. You shall please base your rates after verifying the site conditions etc.

Earnest money converted into security deposit if tender is accepted. 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 2 weeks from the date of work order.**

### **Tenders are invited into two bid system i.e. "Technical bid" and "Financial bid".**

The tender should be submitted in the following manner and shall contain detailed documents as listed below  
**Envelope no. 1 Part I** ( Technical Bid ) General Conditions of Contract, Appendix , Non Relationship certificate & E.M.D.of Rs.25,000/-

**Envelope no. 2 Part II** ( Financial Bid ) – Specifications ,Schedule of quantities.

The "Financial bid" shall be contained in a closed sealed envelope no. 2 super scribed as "**Financial bid**". The financial bid shall contain (**Schedule of Quantities**) duly filled in by the intending tenderers. This shall form the part of the agreement.

### **Envelope no. 3**

**Both the sealed envelopes of "Technical bid" and "Financial bid" should be kept in this third envelope and the sealed envelope super scribed with the name of work on the top of envelope PROJECT** for Installation of Split A.C.work & Electrical cabling work and shall be deposited in the sealed tender box at Estate Dept , The Oriental Insurance Company Ltd. Mumbai CBRO, Oriental House,3<sup>rd</sup> Floor, Mumbai **on or before 30 / 06 / 2017 not later than 3.00 pm**. The tender received in any manner other than prescribed above shall be summarily rejected. The company will not accept any responsibility for the tender lost in transit. The tenderer's are advised to visit, inspect Carefully the site. At first instance technical bid shall be opened . The technical bid will then be evaluated on the basis of documents/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 Date of which shall be intimated to all technically qualified bidders.

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Kindly note that

- a) Unsealed Technical Bid & Financial Bids will not be accepted.
- b) Any Tender received in any manner other than prescribed above shall be summarily rejected.
- c) Any Tender after the due date & time shall not be considered.
- d) 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.
- e) Any false information furnished by the contractor shall lead to the forfeiture of the earnest money.
- f) 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.
- g) 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 inclusive of All duties / taxes / levies / octroi / transport / VAT/ Service Tax / charges etc. 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,

Encl : as above.

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# : PART - I : : TECHNICAL BID :

: Envelope No.I : TECHNICAL BID :

Date of Tender Submission : 30 / 06 / 2017 before 3.00 p.m.

ARCHITECT : **RASHMIN BHANDARE**

Shanta Kunj, D.S.Babrekar Marg,  
Gokhale Road ( North), Dadar,  
Mumbai-400028.  
Tel : 9892067458

Total No. of pages : Technical Bid : 27 Nos

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Seal & Signature of the contractor

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FORMAT TO BE FILLED UP, SIGNED BY THE AUTHORIZED SIGNATORY AND SUBMITTED TO THE ORIENTAL INSURANCE CO.LTD.CBRO IN SEALED COVER SUPERSCRIBING THE NATURE OF WORK AS TENDER FOR INSTALLATION OF SPLIT A.C.AND ELECTRICAL CABLING WORK ALONG WITH E.M.D.OF RS.25,000/- FAVOURING THE ORIENTAL INSURANCE CO.LTD. and also TENDER FEE DD OF RS.500/- SEPERATELY

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The intending contractors should submit the following details in the technical bid duly contained in closed sealed Envelope no. 1 super scribed as "Technical bid":

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) :
6. Copy of Registration with Work contract Tax Dept. VAT / TIN / Service Tax No.
7. Average Annual Financial Turn over. Balance sheet duly certified by the Chartered Accountant shall be submitted for the last 3 Financial years ending 31<sup>st</sup> March of the previous year. The turn over should be at least 30% of the estimated cost of the Proposed Project.
8. Name & address of Bankers :  
Proof of Financial capacity ( Proof from bankers for execution of the projects within a period of 2 weeks )
- 9) **Relationship with the Employees** :A Non-relationship Certificate is required to be submitted as per the following format along with the Technical Bid. The Estate Dept of CBRO ( OICL ) will debar the parties from tendering having relatives working in **THE ORIENTAL INSURANCE CO.LTD.** in any capacity.: **Participation of near relatives of Employees in the tender / execution of works:**

I / We / Our organization .....  
including our Partners / Share holders / Directors hereby certify that none of my / our relative (s)  
is / are employed in **THE ORIENTAL INSURANCE CO.LTD .**  
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.

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Seal & Signature of the contractor

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10) **Completion certificate of successful completion of similar works** from the client shall be submitted. 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 80% of the estimated cost (or )  
**( i.e. Rs. 7.54 Lacs)**
- b.) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. (or)  
**( i.e. Rs.4.71 Lacs)**
- c.) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  
**( i.e. Rs. 3.14Lacs)**

DEFINITION OF "SIMILAR WORK" means INSTALLATION OF SPLIT A.C.& ELCTRICAL CABLING WORK

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).**Earnest money of Rs. 25,000/- ( TWENTY EIGHT THOUSAND ONLY /- )** In the form of Demand Draft from a bank in favour of "**The Oriental Insurance Co. Ltd.**". payable at Mumbai The Earnest Money will be refunded without any interest to all the unsuccessful tenderers after the award of the work subject to the relevant provisions in the tender documents. Any false information furnished by the contractor shall lead to the forfeiture of the earnest money.

**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.
- 6) Before commencement of the work the following undertaking to be submitted by the contractor on letterhead 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 OREINTAL INSURANCE CO.LTD.** .shall have the absolute right to take any action as deemed fit without any prior intimation to me /us

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Seal & Signature of the contractor

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**: CONTRACTOR' S LETTER :**

Date:

SUB: TENDER FOR PROPOSED INSTALLATION OF SPLIT A.C.& ELECTRICAL CABLING WORK IN CBRO PREMISES,  
ORIENTAL HOUSE,3<sup>RD</sup> FLOOR, MUMBAI.

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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.25,000/- ( Rupees Twenty Five thousand only ) as E.M.D. favouring 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 2 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 ,

Signature of the contractor.

Seal & Address

**Date.**

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**: 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 .
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 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.
8. The rate quoted for various items , shall include all the taxes ,such as works contract tax general tax , octroi , royalties ,duties , transport charges ,that are applicable on any item and the quoted rates shall be final price for individual item and shall be firm 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 .
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.
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 .2000/-per day for the delayed period .
14. The retention amount at 10 % will be deducted from every bill and will be returned to his on completion AFTER DEFECT LIABILITY PERIOD OF 12 MONTHS as certified by the Architect.

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Seal & Signature of the contractor

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15. The item rate specifications are indicative , the contractor will have to carry out the work in accordance with the drawings technical specifications / or other conditions laid down in the tender documents and to the full satisfaction of the Architect & owner .

16. The total of the alternate items and items included for rate purpose only are not to be included in the summary above .

**17. SALE TAX / VAT / SERVICETAX/ OCTROI / TRANSPORT and other Relevant Taxes wherever applicable shall be included in the tender rate of the item quoted**

18. 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 in the Schedule of Rates and Probable Quantities .

19. 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 and specifications .

20. The Contractor must obtain for himself on his own responsibility for taking all relevant permissions from B..M.C. ( Mumbai Municipal Corporation) , Heritage Committee 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.20 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 B.E.S.T. also carrying out other formalities.
- f) Other local authorities.
- 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. ONLY OFFICIAL RECEIPT PAYMENTS WILL BE MADE BY THE ORIENTAL INSURANCE CO.LTD. ALSO WRITTEN PERMISSIONS ARE REQUIRED BEFORE COMMENCEMENT OF THE WORK**

21. The Architects and Designers reserve to themselves the right of altering nature of work or adding to or omitting any items of work or having portions of the same carried out without prejudice to the contract .

22.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 .

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23. The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out under different heads Release for interim payment shall be of **FULL CONTRACT AMOUNT**. All quantities in the bill should be in cumulative. All measurements should be in order of tender sequence.

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

25. 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.

26. 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 .

27. 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.

28. 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 .

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

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

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

32. 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.

33. 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.

34. 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. & 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 OICL may itself insure the same and deduct the sum from the contractor's bill.

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Seal & Signature of the contractor

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35. 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.
36. 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.
37. 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 N.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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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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Seal & Signature of the contractor

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Architect

43. 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.

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

45. 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.

46. 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.

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

48. 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.

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

50 Principal here means The Oriental Insurance Co. Ltd.. and Architect here means Mr. Rashmin Bhandare

51. 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.

#### 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 Chief Regional Manager, The Oriental Insurance Co. Ltd., C.B.R.O.ORIENTAL HOUSE,3<sup>RD</sup> FLOOR, 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 30/ 06 /2017

4.1.3 Tenders will be opened in presence of the Contractors.

4.1.4 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.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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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Architect

- 4.1.9 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.
- 4.1.10 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.
- 4.1.11 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.
- 4.1.12 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.
- 4.1.13 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 Specifications 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., C.B.R.O.ORIENTAL HOUSE, 3<sup>RD</sup> FLOOR, CHURCHGATE, MUMBAI.**

(b) The Contractor/The successful tenderer : \_\_\_\_\_

(c) The Architect : **Rashmin Bhandare, Shanta Kunj, D.S.Babrekar Marg, Gokhale Road (North),Dadar, Mumbai - 400028.**

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.

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 the **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 **2 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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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 of 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 14 years of age on the work. No workman of the contractor shall reside within the site except authorised guards.

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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 .....
<b>Final rates arrived</b> by rounding of the Total.....	<b>: Rs ...../unit</b>

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.

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 :**

4.3.1 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.

: 20 :

Seal & Signature of the contractor

Rashmin Bhandare  
Architect

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 the 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 & 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.

Rashmin Bhandare  
Architect

- (f) Every opening in the floor of a building or in a working platform shall be provide 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 in 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 to adequately protect the lower floors and people / property on the ground during the progress of work.

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Architect

**4.4.0 Financial Conditions :** (Explanation to Appendix)

4.4.1 Earnest Money Deposit :

Intending tenderer shall pay as earnest money a sum of **Rs. 25,000/- ( Twenty Eight Thousand Only )** which amount should be drawn by a Pay order / Demand Draft in favor of The Owners. A tender that is not accompanied by earnest money will not be considered. The earnest money will be returned to the tenderers if his tender is not accepted, without any interest. The earnest money deposit of the successful tenderer will be adjusted towards the security deposit payable per below. The Earnest money will be forfeited if the contractor fails to start the work and / or fails to enter into agreement and / or fails to pay security deposit.

4.4.2 Security Deposit :

The successful tenderer shall immediately of the receipt of the acceptance of the tender by the owners, deposit with the Owners, a sum equal to **Rs. 50,000/- ( Rupees Fifty Thousand Only )** as security deposit, including the earnest money deposit of **Rs.25,000/- ( Twenty Eight Thousand Only )** 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 Nationalised 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.

4.4.3 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.

4.4.4 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. 2,000/- ( Rupees Two Thousand Only )** 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.

4.4.5 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 **12 months** 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.

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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.

5.0 DRAFTS OF LETTERS OF GUARANTEE :

( To be made on the required amount 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. .... (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 of .....do 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 :

: 25 :

Seal & Signature of the contractor

**: ARTICLES OF AGREEMENT:**

ARTICLES OF AGREEMENT made the .....  
day of ..... between  
the ..... (hereinafter called "the Employer") of the one part and .....  
.....  
( hereinafter called "the Contractor" ) of the other part.

WHEREAS the employer is desirous of Installation & commissioning of split a.c.& electrical cabling work in  
CBRO , Oriental House,3<sup>rd</sup> Floor, Churchgate, Mumbai and has cause

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 supplies within Forty Five days subject nevertheless to the provisions for extension of  
time.
8. All payments by the Employer under this Contract will be made only at Mumbai.

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 of all the partners.

Rashmin Bhandare  
Architect

# **TENDER FOR THE PROPOSED INSTALLATION OF SPLIT A.C.WORK & ELECTRICAL CABLING WORK AT CBRO, ORIENTAL HOUSE, 3<sup>RD</sup> FLOOR, MUMBAI.**

## **: FINANCIAL BID:**

Tender shall reach to:-

The Chief Regional Manager,  
The Oriental Insurance Co. Ltd. CBRO,  
Oriental House,3<sup>rd</sup> Floor,  
Churchgate,  
Mumbai

Date of submission of Tender on

30 / 06 / 2017 before 3.00 P.M in the Tender Box at CBRO

Rashmin Bhandare  
Architect

...LETTER OF INVITATION...

To,

Dear Sir,

Sub : TENDER FOR PROPOSED INSTALLATION OF SPLIT A.C.WORK AT CBRO,ORIENTAL HOUSE,  
3<sup>RD</sup> FLOOR, MUMBAI

---

On behalf of the Company we herewith request you to please quote the competitive rates for the above work. Your tender shall reach to:-

The Chief Regional Manager,  
The Oriental Insurance Co. Ltd. CBRO  
Oriental House,3<sup>rd</sup> Floor,  
Churchgate,  
Mumbai

Date of submission of Tender on 30 / 06 / 2017 before 3.00 P.M in the Tender Box at CBRO

The Company is not bound to accept the lowest or any tender and reserves the right to accept any tender either in full & in part or reject all the tenders without giving any reason. We are enclosing herewith the tender for your perusal. You may please quote your rates on verifying the SITE CONDITIONS ETC.

The Entire job to be commence immediately after issue of the work order & to be completed within 2 WEEKS ONLY ( TWO WEEKS ) from the date of work order.

...2/-

Rashmin Bhandare  
Architect

....3....

DETAILS OF JOB WORK SCHEDULE IS AS UNDER :

1. EMPLOYER : THE ORIENTAL INSURANCE CO.LTD.CBRO
2. ARCHITECT : RASHMIN BHANDARE
3. WORK : INSTALLATION OF SPLIT A.C.WORK
4. LOCATION : ORIENTAL HOUSE,3<sup>RD</sup> FLOOR, MUMBAI.
5. RETENTION AMOUNT : 10 %From Final bill after virtual completion period
- 6: TENDER FEE : RS.500/-
7. E.M.D. : RS.25000/- ( TWENTY FIVE THOUSAND ONLY) BY DD FAVOURING  
THE ORIENTAL INSURANCE CO.LTD.)
8. PENALTY : Rs.2000/- PER DAY.

**9. COMPLETION PERIOD : TWO WEEKS ONLY**

- 10.. DEFECTS LIABILITY  
PERIOD : TWELVE MONTHS FROM THE DATE OF COMPLETION

**Kindly also note that if there is any arithmetical or totaling error or any item is left out to quote is found in the Tender it will be Rejected without giving any reason.**

The rates mentioned in the tender are inclusive of all duties / taxes / levies/ octroi / VAT / SERVICE TAX / transport charges etc. and shall remain firm till the entire completion of the work, no escalation in price will be payable for what -so ever reason.

**COMPANY RESERVES THE RIGHT TO ACCEPT ANY , IN PART OR IN FULL OR REJECT ALL TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.**

Tender notice shall form the part of the contract.

Thanking you

Yours faithfully ,

Encl: as above.

:3 :

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Rashmin Bhandare  
Architect

**: CONTRACTOR'S LETTER :**

Date:

Dear Sir,

Sub : TENDER FOR PROPOSED INSTALLATION OF SPLIT A.C.WORK AT CBRO, OREINTAL HOUSE,3<sup>RD</sup> FLOOR,,  
CHURCHGATE, MUMBAI.

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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

I/We also assure you and agree to carry out execute , finish the entire job **WITHIN TWO WEEKS ONLY** from the date of commencement of work. Further we also agree to start the work immediately after issue of work order.

Thanking you & assuring you of our best services .

Yours faithfully ,

Seal & Signature of the contractor.  
Date.

Seal & Address

:4 :

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Rashmin Bhandare  
Architect

**: RECOMMENDED BRANDS :**

**NOTE :**

The Contractor shall quote for the best of the materials as specified below with ISI mark wherever applicable. The Contractor shall obtain prior approval from the Employer / Consultant before placing order from the Specific materials agencies. In case of non-availability of any of the approved / specified materials / agency during / the execution of works. The owner / consultant may approve suitable equivalent brand / agency and his decision shall be final and binding on the contractor and the price variation if any shall be adjusted accordingly.

- |     |                              |   |  |
|-----|------------------------------|---|--|
| 1.  | Cables ISI                   | : | Polycab / Asian / CCI                              |
| 2.  | MCB & DB                     | : | M.D.S. / HAGER / Seimens                           |
| 3.  | PVC insulated wires ISI      | : | V Plast / Sundeeep / Polycab /<br>Pyroflex / Vinay |
| 4.  | Wooden Screws                | : | Nettlefolds  |
| 5.  | S.F.U.S. with fuses (H.R.C.) | : | Crompton / L & T                                   |
| 5.  | E.L.M.C.B. (RCCB)            | : | M.D.S. / HAGER / Seimens                           |
| 7.  | Telephone wiring             | : | Delton / Finolex / Vinay                           |
| 8.  | Conduits                     | : | Precision (ISI) / Circle arks                      |
| 9.  | Cable Luggs                  | : | Dowells  |
| 10. | Cable gland                  | : | Braco / Comet / H.M.I.                             |
| 11. | Spot light                   | : | Geminy Global / Liberty                            |
| 12. | Fan Regulator                | : | Anchor   |
| 13. | Switch board                 | : | Sunwood  |
| 14. | Switch & Sockets             | : | Anchor/ Vinay ( Corum)                             |
| 15. | Casing capping               | : | Precision  |
| 16. | Ind. Switch socket           | : | MDS / Crompton                                     |
| 17. | Fixtures, Fittings etc.      | : | Philips / Crompton / Wipro                         |

: : 5: Seal & Signature of the contractor

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Rashmin Bhandare  
Architect

# **: TECHNICAL SPECIFICATIONS :**

: 6: Seal & Signature of the contractor

**:TECHNICAL SPECIFICATIONS FOR ELECTRICAL WORK :**

**1.0 DISTRIBUTION BOARDS :**

- 1.1 SCOPE : This specification covers design, manufacture, testing and commissioning of the Dist. boards.
- 1.2 STANDARDS : The design, manufacture and testing of the distribution board shall comply with the latest issue of the following standards :
- a) IS : 2675 : Specification for enclosed distribution fuse boards and cut-outs for voltages not exceeding 1000 volts.
  - b) IS : 4237 : General requirements for switch-gear and control gear for voltages not exceeding 7000 Volts.
  - c) IS : 4047 : Specification for heavy duty air break switches and composite units of air break switches.
  - d) IS : 2208 : Specification for HRC fuse links upto 650 Volts.
  - e) IS : 375 : Specification for marking and general arrangement for switch-gear busbar, main connection and auxiliary wiring.
  - f) IS : 1897 : Specification for copper busbars.
  - g) IS : 2147 : Degree of protection provided by enclosure for low voltage switch-gear
- 1.3 CONSTRUCTION :
- a) Distribution boards shall be metal cubicle type wall / floor mounting type. It shall be totally enclosed, completely dust-proof and vermin-proof.
  - b) Sheet steel work shall be of high quality and shall be free from burrs.
  - c) The sheet steel used for the body and doors shall be at least 1.6mm thick.
  - d) The design shall be based on modular construction. Barriers shall be provided between the modules as well as between vertical and horizontal busbars and the modules.
  - e) Distribution board shall be extensible on both the sides and shall be uniform in height.
  - f) The distribution board shall have a covering at the bottom and top so that entry of dust and vermin is prevented.
  - g) Each module shall have an independent hinged door with concealed type hinges. Each door shall be provided with gasket to make the equipment dust tight. Each door shall be provided with insulated quick turn.
  - h) Adequate space shall be provided in each module for termination of cables.
  - i) The design shall be dead front type. No live components shall be mounted on the door. All the components such as switches, fuses etc. shall be mounted on the rear plate of the module, or with suitable mounting brackets as required.
  - j) Door interlock shall be provided with every door so that it shall not be possible to open the door with the switch in closed position.
- 1.4 BUSBARS :
- a) Three phase and neutral copper busbars of hard drawn high conductivity tinned copper shall be provided. The current density in the busbars shall not be more than 160A/Cm<sup>2</sup>. Neutral busbars rating shall not be less than 50% of the phase busbar.
  - b) The busbar chamber shall have screwed on sheet steel removable covers with gaskets.
  - c) Copper earth bus, to suit the system fault level shall be provided for entire length of distribution board.
  - d) The copper busbars shall be run, one set for each panel.
  - e) The busbars supports shall be non-hygroscopic antitracking material. Busbar supports shall be provided at every 300mm. apart as directed by Engineer in charge.
  - f) Bolted joints shall be provided with couch screws, spring washers, lock nuts etc. for antivibration. The bolts shall either be of Brass or cadmium plated type.

Rashmin Bhandare  
Architect

1.5 WIRING AND TERMINALS :

- a) Flexible copper wires of suitable current rating and of 1100/600 V. grade shall be used for internal wiring. Lugs shall be used for terminating these wires. The lugs shall be fitted by crimping method only.
- b) Elmex type terminals blocks shall be provided where upto 35 mm<sup>2</sup> cables are to be terminated.
- c) For termination of cables of sizes higher than 35 mm<sup>2</sup> terminals in the form of copper busbar pieces shall be provided.

1.6 WIRE-WAYS :

- a) Vertical wire-ways of adequate capacity shall be provided for clamping and accommodating all outgoing cables including provision for future requirements.
- b) The wire-ways shall have hinged door with concealed type hinges and non-aging material gasket. The door shall have insulated quick term screws.
- c) Clamping facility shall be provided in the wire-ways for clamping outgoing cables.
- d) Adequate shrouds shall be provided to prevent accidental contact with outgoing terminals.

1.7 CABLE ENTRY :

- a) Cable entry for all the feeders shall be from top / bottom. Cables and base of adequate size to be provided wherever required.
- b) Removable sheet steel gland plates shall be provided. Holes for appropriate sizes of cables glands shall be made at site.
- c) Compression type brass plated cable glands shall be provided.

1.8 SWITCHES :

- a) The switches shall be heavy duty type and shall be suitable for heavy duty / motor duty.
- b) The switches shall be 3 pole and neutral units / triple pole as required.
- c) Shrouds shall be provided for the incoming live terminals.
- d) The terminals shall have spring washers.
- e) ON - OFF mechanical indicators / switch position marking shall be provided.
- f) Locking facility shall be provided.
- g) The switches shall be operable from front.

1.9 FUSES :

- a) The fuse links shall be per relevant ISI standards.
- b) Two nos. fuse pullers shall be supplied at each panel location and suitably mounted on wall.

1.10 INSPECTION AND TESTING :

a) Inspection :

The inspection shall consist of following, but shall not be limited to the same :

- i) Appearance and construction
- ii) Dimensions mounting details etc.
- iii) Feeder arrangement and feeder details
- iv) Door alignment, gaskets etc.
- v) Alignment of switch drive and handle.

b) Tests :

The following tests shall be carried out :

- i) Insulation resistance.

The insulation resistance shall be measured between phases, between phases & neutral and between phases and earth. The insulation resistance shall be measured with 10000 Volts megger., both before and after the high voltage power frequency test. The insulation resistance shall not be less than (three) megaohm in any case.

- ii) High Voltage Power frequency test :

Rashmin Bhandare  
Architect

PROPOSED INSTALLATION OF SPLIT A.C. & ELECTRICAL CABLING WORK IN CBRO PREMISES, ORIENTAL HOUSE,  
3<sup>RD</sup> FLOOR, MUMBAI

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**Note :**

- a) Rate is inclusive of Scaffolding & carting away the debries from the site totally. Also all relevant permissions from BEST for higher capacity meter or any other statutory bodies and also shall have Licensed Electrician.
- b) Contractor to refer Technical Specifications thoroughly & visit the site before quoting all the following tender items in Bill of quantities.
- c) Only official Receipts payments will be made by the OICL .Any loss or damage to the Company's property during the progress of work shall be borne by the Contractor.
- d) Rate to include shifting of existing furniture, steel cabinets, cupboards or any other loose furniture which are required to be shifted before handing over the complete furnish premises to OICL

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**1) A.C.Point wiring :**

Providing & fixing a.c.point wiring with 20A ray Rolled Socket ( industrial Type) 20 ASPMCB in enclosure of ISI make including plug top . Rate is inclusive of cable of 4core x2sqmm from main D.B. to a.c. point including brass cable glands

**2) Distribution Board with MCB & Isolators :**

Supply Installation, Testing & commissioning of Distribution Boards complete with MCBs /Isolators / Bus bars and interconnections. No fabricated DBs shall be allowed .Only DBs with specified makes as the list of materials shall be used ( DOUBLE DOOR IP4) , TPN 4 way as follows

1) Incomer 25 A / 100A / 4PELCB ----> 1No  
Outgoing 10A / 16A / 20 A SPMCBs-> 12 Nos

2) SPN as follows  
Incomer 40A /2PELCB /100A -> 1No  
Outgoing 10A SPMCBs --> 8 Nos

3) Incomer 40 A DPMCB → 1No  
Outgoing 10A/16 A SPMCBs-> 6Nos  
(UPS DB1)

4) SPN as follows  
Incomer 40 A DP MCB -> 1No  
Outgoing 10A /16 A SPMCBs-> 8Nos  
(UPS DB 1 )

: 9:

Seal & Signature of the contractor

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Rashmin Bhandare  
Architect

PROPOSED INSTALLATION OF SPLIT A.C. & ELECTRICAL CABLING WORK IN CBRO PREMISES, ORIENTAL HOUSE,  
3<sup>RD</sup> FLOOR, MUMBAI

---

**Note :**

- a) Rate is inclusive of Scaffolding & carting away the debris from the site totally. Also all relevant permissions from BEST for higher capacity meter or any other statutory bodies and also shall have Licensed Electrician.
- b) Contractor to refer Technical Specifications thoroughly & visit the site before quoting all the following tender items in Bill of quantities.
- c) Only official Receipts payments will be made by the OICL .Any loss or damage to the Company's property during the progress of work shall be borne by the Contractor.
- d) Rate to include shifting of existing furniture, steel cabinets, cupboards or any other loose furniture which are required to be shifted before handing over the complete furnish premises to OICL

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**3 ) WALL MOUNTED SPLIT AIR CONDITIONING WORK**

Supply of nominal capacity air cooled wall mounted split a.c. of Voltas/Blue star make with all accessories etc. complete as per the directions & instructions. Entire job include the following:-

- a) Installation, testing and commissioning of following nominal capacity 2star / split / window units along with first charge of refrigerant gas and oil, vibration isolation pads etc.
- b) 2 TR wall mounted split a.c. .of Voltas / Blue Star make including scaffolding etc. complete
- c) Hard Copper Refrigerant Piping between unit and air-cooled condenser of 5/8" Dia & 1 1/8" dia duly insulated
- d) Electrical Cabling between indoor and out door units 6sqmm C x 1.5 sqmm (CU) with 10 SWG Earthing
- e) M.S. Frame Work on terrace/ outside the premises for air-cooled condensers including the m.s. security grills/ cat walk fabrication work including all necessary civil required for with anchor fastner ,brackets for installation of Condensing Units of Voltas / Blue Star make including scaffolding etc. complete.
- f) PVC drain piping of 25mm / 40mm dia duly connected to the external rain water pipe outlets including scaffolding etc. complete.
- g) Necessary alterations to the existing t aluminum window shutter , glazing and frame work including the civil work etc. complete in order to make it complete water and air tight.

: 10: Seal & Signature of the Contractor

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<b>RASHMIN BHANDARE ARCHITECT</b>			
LOCATIONS FOR INSTALLATION OF SPLIT A.C. UNITS IN CBRO PREMISES AT ORIENTAL HOUSE ON 3RD FLOOR FOR THE ORIENTAL INSURANCE CO.LTD.			
Sr.No.	Particulars	No of units	Location of Split & window a.c.
1	2 Ton Split A.C.	2	Marketing Dept.
2	2 Ton Split A.C.	2	Running counter area
3	2 Ton Split A.C.	2	Manager & Discussion Room
4	1.5Ton Split A.C.	1	CRM.s Cabin
5	1.5Ton Split A.C.	1	Behind CRM's cabin
6	1.5Ton Split A.C.	1	Behind cashier
7	Removing ,Refixing & commissioning of Existing window a.c of CRM's cabin	1	In Store Room
	<b>Total A.C. Units</b>	<b>10 Nos</b>	

Seal & Signature of the contractor

Rashmin Bhandare  
Architect

# **: BILL OF QUANTITIES :**

<b>RASHMIN BHANDARE ARCHITECT</b>					
TENDER FOR INSTALLATION & COMMISSIONING OF SPLIT A.C. WORK IN CBRO,ORIENTAL HOUSE 3RD FL					
FOR THE ORIENTAL INSURANCE CO.LTD.					
Sr.No.	Particulars	Qty	Unit	Rate ( Rs.)	Amount ( Rs.)
1	Installation, testing & commissioning of split a.c. of 2 star grading of Blue star / Voltas make. Rate to include copper supply & drain pipe CAT walk M.S. fabrication work. & also necessary civil & scaffolding work.				
	2 Ton Split A.C.	6	NOS		
	1.5 Ton Split A.C.	3	NOS		
2	Removing the existing window a.c. of CRM;s cabin and Installation, testing & commissioning of the same. Rate to include servicing of a.c. ,cat walk, m.s. fabrication work necessary civil ,carpentry & scaffolding work. Beside this removing existing glass to accommodate existing. window a.c., & side packing etc. complete in workmanship like manner etc.	1	NOS		
2	Installation, testing & commissioning of electric cabling of				
a	3.5core 35sqmm armored cu cable with 16guage Cu. earthing from Meter Room to Main A.C.D.B.	122	Mtrs		
b	3 core 4sq.sqmm armored cu. cable with 16 guage Cu earthing from A.C.D.B.to each split a.c. & window a. c. unit	365	Mtrs		
3	A.C. Point wiring with metal box with plug top	10	NOS		
4	Providing & fixing A.C. D.B. with necessary MCB & ELCB including its connectivity	1	NOS		
	Total Amount ( Rs.)				
	Add: 8% VAT				
	Add: 10.5% ST / KKC & SBC				
	<b>Grand Total Amount including VAT &amp; ST ( Rs.)</b>				
	Say Rs.				
	( Rupees .....only)				

: : 12: Seal & Signature of the contractor

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