

**NATIONAL INSURANCE ACADEMY
BALEWADI, PUNE 411045.**



*** e-TENDER***

FOR

FURNITURE WORKS FOR HOSTEL 4 AT NIA PUNE

Last date of submission of tender 10.01.2023 up to 17:00 Hrs

**Through Online Mode Only
NIA E-Procurement Website is – <https://www.tenderwizard.com/NIA>**

2022-2023

NOTICE INVITING TENDER (NIT)

Brief Description of the requirement	FURNITURE WORKS FOR HOSTEL 4 AT NIA PUNE
Tender Type	Open
Bid Type	Two Bid
Mode	ETS E-Tendering System
Period for Downloading of tender document Online	From 11:00 Hrs of 28.12.2022 to 15:00 Hrs of 10.01.2023
Submission of Tender Fee & EMD	Up to 15.00 Hrs of 10.01.2023
Last Date & Time for Tender Submission Online	10.01.2023@ 17.00 Hrs. (IST)
Date / Time of Technical Bid Opening online	11.01.2023@ 11.30 Hrs. (IST)
Date & Time of Opening of Commercial Bid Online	Shall be intimated later to the bidders, who qualify in the Technical Evaluation.
Pre-Bid Conference	Not Applicable
Offer Validity 60 days	From Bid Closing Date
Delivery Period	Preferred delivery - 03 weeks for Supply and 01 week for installation.
Tender Fee Applicable	Rs.500.00 + GST
EMD Applicable	Rs.40,000.00
For Technical Queries contact	Mr. Pramod Katke / pramodkatke@niapune.org.in / Mobile: 8698686353

INSTRUCTIONS TO BIDDERS

1. All bidders are required to read these conditions carefully and submit a letter **as per format** as token of having read, understood and accepted the conditions, along with information called for by NIA.
2. The bidding document shall be read in conjunction with any amendment(s) issued.
3. Bidders should get clarified all the technical doubts and other points related to the tender before submitting the priced and un-priced offer.
4. No assumption, stipulation, deviations from terms and conditions or presumptions, etc. shall be made by the bidder while submitting the offer in the Price Part of the Tender. The liability of obtaining all necessary clarity with respect to the tender, its technical aspects and pricing shall be on the bidder.
5. NIA shall be under no obligation whatsoever to entertain any tender bid which is based on any assumption, stipulation, deviations from terms and conditions or presumptions, etc. and would have the option to reject such bid.
6. Bidder shall submit the offer in two parts, i.e., Technical Bid and Price Bid, online only i.e., tender should be uploaded in the e-system only.

Part I - TECHNICAL BID

Bidders are required to serially number all the pages being appended by them as part of submission to the technical bid. Such numbering shall include, covering letter, Technical Specifications, items list being offered, Drawings, Certificates, Catalogues, Compliance or Deviation statements, etc. as applicable to this Tender and create an **Index Page** with headings and corresponding page numbers. In addition to this, all pages of the **Tender Documents** issued by NIA shall be signed on all pages and to be uploaded in the system.

Part II - PRICE BID

7. In case, PRICE BID is included in TECHNICAL BID portion, or PRICES are mentioned in the technical bid itself, the entire bid will be rejected.
 7. The item supplied / service provided shall be Environment friendly.
 8. In case of Tender fee / EMD, the parties are requested to upload the online **receipts** as a proof of the same.
 9. Bids without Tender Fee and EMD will be summarily rejected without any further reference to the bidder.
 10. Any corrigendum / amendment to the tender will be uploaded on NIA's e-tendering website <http://www.tenderwizard.com/NIA> and will not be published through press advertisement.
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11. Prospective bidders should visit the above NIA website / e-Procurement site from time to time to make note of corrigendum / amendment if any. NIA will not be responsible for non-receipt of communications in this regard.
12. Deviation on Pre-Qualification Criteria (as applicable) and Bidder's Evaluation Criteria is not acceptable and such Bids having any deviation are liable for rejection.
13. Date format should be "DD.MM.YYYY" (Date/Month/Year) format in respect of dates mentioned by bidders in their offer.
14. The tender terms / conditions as per SCC (Special conditions of the contract) supersedes all similar terms / conditions prescribed under General Conditions of Contract and in case of ambiguity of similar tender terms / conditions, the stricter terms shall prevail.
15. Bidders shall send GST Invoices / Debit Notes / Commercial Invoices for the associated delivery costs including Freight and TPI if any along with the main invoice for material supply.
16. In case any of the documents / details submitted are found to be false / incorrect, NIA reserves right to cancel such bids and place such bidder/s on blacklisting.

INFORMATION & INSTRUCTIONS TO THE BIDDERS

FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS).

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/NIA> adopted by National Insurance Academy, Pune as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

Bidders are required to enrol for Bidder Registration on the NIA e-Procurement Tender wizard Portal (URL: <https://www.tenderwizard.com/NIA>) by clicking on the link “**Registration**” on the home page of e-Portal, which is chargeable. (Rs.1000/- + GST 18%, Non-Refundable) to be paid online through e-payment gateway).

Note: The e-Payment Gateway is available on e-Procurement Portal for making the Online Bidder Registration Payment.

Note: Information about e-Procurement Portal.

More useful information for submitting online bids on the NIA e-Procurement Tender wizard Portal may be obtained at: <https://www.tenderwizard.com/NIA>.

Bidders are requested to refer to the Bidder’s manual by downloading the Bidder’s Manual by visiting on home page of <https://www.tenderwizard.com/NIA> and following KEY INSTRUCTIONS for BIDDERS by clicking on “**Latest Circulars / Formats / Help Manuals / FAQs**”. The complete **Step by Step Bidder’s Help Manual For e-Procurement / e-Tendering Process, Bidder’s Registration Process, System Settings Requirements & JAVA Settings Manuals, e-Payment Guidelines & Digital Signature Certificate Process** are available on e-Auction Website regarding the e-Auction.

Online Support / Web Support / E-Mail Support / Phone Support are also available for Bidders as well as Dept. Officials. Online support will be provided through “Team viewer” or “Ammy Admin” Remote software only.

For Downloading this software, the downloading software links are available on home page of e-Auction Website.

- **Registration of the Bidders / Bidders:** All the bidders intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to **get registered** on the e-Tender Portal (website) <http://www.tenderwizard.com/NIA>. After successful Registration on above mentioned portal, bidders will get a **User ID** and **Password** to access the website.

- **Viewing of Online Tenders:** The Bidders / Bidders can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/NIA>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download the tender, they need to login on to the above portal and can download the tender documents of an e-Tender.

• **Key Dates:** The Bidder / Bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “**Key Dates**” for all the tenders floated using the online electronic tendering system on above mentioned portal (Website) <http://www.tenderwizard.com/NIA>.

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the bidders. The Bidders are required to complete the stages within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined. The Bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the Bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage, and he will not be able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

• **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the Bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e., Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text.

Note: Digital Signature Certificates: Class III Signing + Encryption Digital Signature Certificate is required for e-Tendering. (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

• The Bidders may obtain Class III digital certificate from any Certifying Authority or Sub certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. Or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic submission.

E-Tendering System (ETS):

E-Tender helpdesk
#24, Sudha Complex,
03rd Stage, 04th Block,
Basaveshwaranagara,
Bangalore - 560079
dscprocessingunit@yahoo.com
Help Desk Contact Details:
Tel: 080-40482000/121/133/140
Mobile: 9686115304/9686115323
E-mail: lokesh.hr@antaressystes.com
raghuprashanth@antaressystems.com

- The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e., due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no objection certificate / power of attorney to that User. The firm must authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for NIA Office Pune, as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an “Authorization Certificate” for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a Private / Public limited company. In this case, the authorization certificate will have to be signed by the Directors of the company.
- Bidders participating in e-tendering shall check his / her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/NIA>.

NOTE:

NIA AND TENDERWIZARD will not entertain any reasons / claims of Bidder on account of Net Connection Failure / Power Connection Failure and any issues during the submission of tender online. Bidder shall be solely responsible for all those facts and failure of Net Connectivity, Electricity Current Connectivity etc.

For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned address:
E-Procurement Helpdesk Officials details.

Office Address: E-Tender helpdesk, # 24, Sudha Complex, 03rd Stage,
04th block, Basaveshwaranagara, Bangalore-560079

Help Desk Contact Details: -

- 1) **Mr. Sanjay K. Chandak, (Pune & Mumbai Maharashtra)**
(E-mail: sanjay.kc@antaressystems.com) or
sanjay.kc@etenderwizard.com
Ph: 9665721619.
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2) **Mr. Lokesh,**
(E-mail: lokesh.hr@antaressystems.com)
Ph: 09686115304 & 080-40482140

3) **Mr. Raghu Prashant,**
(E-mail: raghuprashanth@antaressystems.com)
Ph: 09686115323

4) **Mr. Vinay B P**
(E-mail: vinaybp@antaressystems.com)

ELIGIBILITY CRITERIA

FOLLOWING ELIGIBILITY CRITERIA REQUIRED TO BE FULFILLED BY THE BIDDER:

1. The bidder shall be a (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.) registered company / firm / HUF involved in the supply, installation, testing, commissioning and maintenance of HVAC systems.
2. The bidder must have a minimum cumulative turnover of Rs.100.00 Lakh for the three financial years i.e., 2018-19, 2019-20 and 2020-21.
3. The bidder must not be blacklisted / debarred from bidding by any Government Department, PSU or Autonomous Institution or Company, as on date of submission of bids.
4. Experience of having successfully completed similar works during last 3 years, ending last day of month previous to the one in which applications are invited, should be either of the following.
 - i) Three similar completed works costing not less than the amount equal to 8.00 Lakh.
 - ii) Two similar completed works costing not less than the amount equal to 10.0 Lakh.
 - iii) One similar completed work costing not less than the amount equal to 16.00 Lakh.

(“Similar work means, the bidder should have completed comprehensive work consisting of furniture work, false ceiling work, modular workstations etc. Documentary evidence for similar experience is to be furnished of completed works in form of Work **orders** / **Satisfactory Work Completion Certificates**)

BID EVALUATION CRITERIA

1. The bidder should accept in toto the technical specifications and scope of work given in the tender.
2. Technically accepted bids will be evaluated for commercial bids on the basis of Overall L1 basis, i.e., the lowest landed cost to NIA.

REJECTION CRITERIA

The bids are liable for rejection in following cases:

1. Bids received after the due date and time of bid submission.
 2. Non submission of EMD and Tender Fee.
 3. Non-adherence to technical / commercial terms, incomplete bids, bids in deviations to tender conditions, bids with falsified or incorrect information, bids not meeting eligibility criteria and bids not conforming to Unpriced / Priced Bid format, manipulated or unsigned bids.
 4. If price bid is submitted along with technical bid.
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GENERAL CONDITIONS

Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion.

Contractor will not give any item concerning details of the work to the press or a news disseminating agency without prior written approval from NIA contractor shall not take any pictures photographs on site without approval of NIA.

A. DEFINITIONS:

1. The "CONTRACT" means the documents forming the tender and acceptance thereof any the formal agreement executed between NIA and the Contractor together with the documents referred to therein including these conditions, the specifications bills of quantities, designs, drawings and instructions issued from time to time by NIA or any person authorized by the competent Authority, and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
 2. In the contract the following expressions shall unless the context otherwise required, have the meanings hereby respectively assigned to them.
 3. The expressions "Works" or "Work" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to the executed whether temporary or permanent and whether original, altered, substituted or additional.
 4. The "Contractor" shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firms or company and the permitted assigns of such individual or firm or firms or company.
 5. The "Contract Sum" shall mean in case of item rate contracts, the cost of the works arrived at after extension of the quantities shown in the schedule of quantities by the items rates quoted by the Contractor Tenderer for the various items.
 6. A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 7. "Expected risks" are risks due to riots (otherwise than among Contractor's labors/employees) and civil commotions (in so far as both these are uninsurable), wars (whether declared or not), invasions, act of foreign enemies, Hostilities, Civil war, rebellion, insurrection military or usurped power, any act of Governments, damage from aircraft, acts of God such as earthquake, lighting and unprecedented floods, and other causes over which the contractor has no control and accepted as such by NIA of the part of works in respect of which a certificate of completions has been issued.
 8. Market-Rate" shall be the rate as decided by on the basis of the cost of materials and labour at site when the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits. This is applicable to Extra items.
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9. "Schedule" referred to in these conditions shall mean the relevant schedule (s) annexed to the Tender documents papers issued by NIA of the standard schedule of rates prescribed by NIA and the amendments thereto issued from time to time.
10. The competent authority shall mean designated or appointed personal by Director, National Insurance Academy and will include duly authorized representative officials or any other person empowered by NIA in this behalf to discharge all or any of their functions.
11. Where the context so requires words imparting the singular only include the plural and vice-versa.
12. Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations or constructions thereof the Contract.
13. Foreclosure of Contract in full or in part due to Abandonment or Reduction in scope of work:

If at any time after acceptance of the Tender NIA shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the NIA (Authorised official) shall give notice in writing to the effect to the contractor and the contractor shall have no claim to any payment of compensations or other issues whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

B. TERMINATIONS OF CONTRACT FOR DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partner dies then unless the Competent Authority is satisfied that the legal representative of the individual contractor or of the proprietor of the concern and in the case of partnership, the running partners are capable of carrying out and completing the contract the Competent Authority shall be entitled to cancel the contract terminate the contract as to liable for payment of any compensations to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellations of the contract. The decision of the competent Authority that the legal representatives of the deceased Contractor or the surviving partner of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation NIA shall not hold the estate of the deceased Contractor and or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

C. CANCELLATIONS OF CONTRACT IN FULL OR PART:

If the Contractor

1. At any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the NIA/ Authorised Official.
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2. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the NIA Authorised official.
 3. Fails to complete the works or items of works within individual's particular date of completion on or before the date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the NIA.
 4. Shall offer or give or agree to give to any person in NIA service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or for bearing to do or for having done or fore borne to do any act in relations to obtaining or execution of this or any other contract for NIA.
 5. Shall obtain a contract with NIA as a result of running tendering or other non bonafide methods of competitive tendering or.
 6. Shall obtain enter a contract with NIA in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the competent Authority NIA. Being an individual or if a firm any partner thereof shall at any time being adjudged insolvent or have a receiving order or order for administration of liquidations or composition (other than a voluntary liquidations for the purpose of amalgamation or construction) under an insolvent act for the time being in force or make any conveyance in assignment of his effective or composition or arrangement for the benefit of his creditors or purpose so to, or if any applications be made under any Insolvency Act for the time being in force for the sequestration's of his estate or if a trust deed be executed by him for the benefit of his creditor or.
 7. Shall suffer an execution being levied on his goods and allows it to be continued for a period of 35 days or.
 8. Assigns, transfer, sublets (engagement of labours on a piece work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign transfer or subject the entire works or any portion of the work without prior approval of the competent Authority. The competent Authority may without prejudice to any other right to remedy which shall have occurred or shall occur thereafter to the NIA by written notice cancel the contract as a whole or only such items of work in default from the contract.
 9. NIA shall on such cancellation have power to:
 - a. Take possession of the site and any materials, constructional plant building etc., implements, stores etc.
 - b. Carry out the incomplete work by any means at the risk and cost of the contractor.
 10. On cancellation of the contract in full or in part the site authorised official shall determine what amount if any, is recoverable from the contractor for completion of the works or part of the works or in case of the works or part of the works is not to be completed the loss or damage suffered by NIA In determining the amount credit shall be given to the contractor for the value
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of contractor's materials taken over and incorporated in the work and use of tackle and machinery belonging to contractor.

11. Any excess expenditure incurred or to be incurred by NIA in completing the works or part of the works or the excess loss or damages suffered or may be suffered by NIA as aforesaid after allowing such credit shall be recovered from any money or nor sufficient the contractor shall be called in writing to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the NIA authorised official shall have the right to sell any or all of the Contractor's unused materials, construction plant, implements, temporary buildings etc., and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with the provisions of the contract.
12. Any sums in excess of the amounts due to the NIA and unsold materials, construction plant etc., shall be returned to the contractor, provided always that if the cost or anticipated cost of completion by NIA of the work or part of the work is less than the amount which the contractor would have been paid and the contractor has completed the works or part of the works such benefit shall not accrue to the Contractor.

D. TENDERS, RATES ETC.

1. The work to be carried out under the contract shall except as otherwise provided in these conditions include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall unless otherwise stated be held to include waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
 2. The attached bill of quantities is our best estimate of the job.
 3. All the quantities therein are approximate, payments will be made on the actual measurements certified by the NIA authorised official.
 4. NIA will have the right to omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and no claim for compensation will be entertained for the same, NIA is further at liberty to carry out any items of work departmentally or through any other contractor and no compensation will be paid to the main contractor on that account.
 5. Work contained in the Schedule of Quantities comprises the erection of a reinforced concrete structure, with masonry walls, windows doors, plastering filling etc. water tanks, plumbing sanitary work, interior works, electrical work and exterior work within the premises such as roads, paving etc.
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6. Before submitting the Tender, the contractor shall visit and examine the site situated at National Insurance Academy, Balewadi, Pune-411045 and satisfy himself as to the nature of the existing roads or other means of communications, the character of the soil and of the excavations, the correct dimensions of the work facilities for procuring various construction and other materials and shall obtain generally his own information on all matters and conditions affecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
 7. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions and have been ordered in writing by NIA (authorised official)
 8. Before filling the Tender the Contractor will check all drawing and schedule of quantities and will get an immediate clarification from NIA as required on items not clearly understood. Any claim for any loss or compensation will not be entertained on this account.
 9. The rates quoted by the Contractor shall be for finished work measured in site and should include supply of all materials labour, tools tackles, marking out and clearing of the site and liaison charges, with licensed plumbers for preparing plans, line out permission from Municipal Corporation, Statutory bodies etc. unless specifically mentioned otherwise. **The rates shall be exclusive of all taxes such as GST & other Tax if any.**
 10. The rates quoted by the Contractors should also include for providing all scaffolding, hoists, tackle and other plant, shuttering profiles and apparatus generally required for the proper execution of the work. The contractors shall provide without extra charges all labour and apparatus required by NIA for testing and measuring the works and for weighing measuring, providing or testing the efficiency of any portion of the works and shall also at his own cost provide all planking gang ways, etc. necessary for affording access to every part of the works.
 11. The rates quoted by the Contractor should cover for necessary transport of materials from place of availability to the site of works.
 12. The Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. **In case it is noticed that the rates quoted by the tenderer for any item are Abnormally Low Rate (ALR). Analysis for such rates will have to be furnished by the tenderer on demand, to satisfy NIA about the reasonableness of the rates. NIA may demand additional security deposit for such ALR items in form of Bank Guarantee for difference of amount i.e., estimated rate minus quoted rates. Such additional SD shall be released on successful completion of and certificate is issued thereof.**
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E. EXTRA ITEMS

1. The NIA (authorised official) shall have power to make any alterations in, omission from, addition to or substitutions for the schedule of rates the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the such altered extra new items of work in accordance with any instructions which may be given to him in writing signed by the NIA, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the NIA, for only such alternations, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions. :-
 - a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
 - b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the NIA, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the contractor.
 - c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) & (b) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the NIA(authorised official) of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, based on standard market rate analysis hand book published by NBO, and the NIA shall determine the rates on the basis of the prevailing market rates of materials, transport and labour plus 15% for overheads and contractor profit and pay the contractor accordingly. The opinion of NIA (authorised official) as to current market rates of materials and labour involved will be final.
 2. NIA (authorised official) shall issue instructions to the contractor in regard to what is to be done concerning on object reported by the contractor under the proceeding sub clause and such instruction may be required to contractor to permit the examinations, excavations, or removal by a third party. NIA (authorised official) may issue instructions to the contractor in regard to be removal and disposal of the same at the expenses of NIA If in the opinion of the NIA, the above activity has involved the contractor indirect loss of time the NIA may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The contractor shall not be eligible to claim any financial compensation due to any delay caused in this account.
 3. NIA shall have the right to direct the contractor to purchase and use materials from any source for the proper execution of work.
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4. Except if and to the extent otherwise provided by the contract, the provision of the General conditions of contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually, explanatory. Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to NIA who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the NIA (authorized official) shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
5. Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
6. NIA reserves the right to accept or reject any or all the tenders without assigning any reasons. In other words, NIA do not bind themselves to accept the lowest of any tender.
7. Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days from the date of opening of the tender. The tenderer shall not be entitled during the said period of 120 days, without the consent in writing of NIA to revoke, or cancel his tender. In case of revoking or cancelling his tender, varying any terms in regard whereof without the consent of NIA in writing the tenderer shall forfeit earnest money paid by him along with the tender.
8. In case of discrepancies between schedule of quantities, the specifications and or the drawings thereof, the following order of preference shall be observed.
 - i. Descriptions in Schedule of Quantities.
 - ii. Specification and special conditions, if any.
 - iii. Drawings:

In any case the most stringent of the above three shall apply. The decision of the NIA in this regard is final.

In case of varying or conflicting provisions made in any one document forming part of the Contract NIA shall be the deciding authority about the intentions of the documents.

9. Any error in descriptions, quantities, or rates in schedule of quantities or any omissions there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawings and specifications or from any of his obligations under the contract.

F. PAYMENT TERMS

1. In case of final bill this payment period will be 30 days, after all documents regarding reconciliation of NIA issued materials, guarantees for anti-termite treatment if any, detailed rate analysis of extra items if any (duly approved by NIA, statement for payments at reduced rates,
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statement for deductions for any other reason are submitted by the contractor and they are duly approved accepted by NIA.

2. Income tax cess taxes other statutory levies if any shall be deducted from every bill and final bill payment as applicable from time to time as per Government norms.
3. All bills submitted in approved proforma shall be submitted by the contractor in quadruplicate for certification. All the bill copies shall be accompanied by measurement sheets and quantity calculation in support of the quantities contained in the bill with soft & hardcopies.
4. All the works in progress will be jointly measured by the representative of NIA and the contractor progressively. Such measurements will be got recorded in the measurement book by the NIA or his authorities representative and signed in token of acceptance by the contractor or his authorized representative.
5. All items having a financial value shall be entered in the measurement books, level book etc. prescribed by NIA that complete record is obtained of all work performed under the contract.
6. For the purpose of taking joint measurements the contractor's representative shall be bound to be present whenever required by NIA. If, however, he absents for any reason whatsoever the measurements will be taken by the NIA or his representative and these will be deemed to be correct and binding on the contractor.
7. The contractor shall without extra charges aid with every appliance, labour and other things necessary for measurement of work.

G. METHODS OF MEASUREMENTS:

1. Except where any general or detailed description of work in quantities expressly shows to the contrary schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure laid forth in specifications notwithstanding any provisions in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the specifications, measurements shall be taken in accordance with the relevant and latest standard method of measurement issued by the Bureau of Indian Standards. (All Measurements will be noted as per actual without any rounding off)

H. DEFECT LIABILITY PERIOD (DLP)

1. The contractor shall guarantee the installation work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by NIA or in default, NIA may cause the same to be made good by other workmen and deduct expenses (of which the certificate of NIA shall be final) from any sums that may be the or at any time thereafter, become due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.
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2. At the end of the defects liability period the contractor shall submit a written application for release of retention money. NIA shall release the money only after ensuring that all the defects pointed out by NIA/ till completion of DLP have been rectified by the contractor satisfactorily.
3. Any amount found due from the contractor to NIA from time to time will be recovered currently from the running bills. Similarly if, at any time, should there evidence of any lien or claim for which NIA might have become liable and which is chargeable to the contractor, NIA shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify NIA against such lien or claim and if such lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in is charging such lien or claim including all costs reasonable expenses.
4. The contractor will be fully responsible for rectifying any defects brought to his notice by NIA in writing within seven days of receipt of the intimation. In case the contractor fails to attend to defects as stipulated therein, NIA reserves the right to complete the rectification through another agency of its choice and recover the cost of such repairs from the contractors' dues against running bills/ final bill retention money for this or any other job.

I. SECURITY DEPOSIT

1. **On acceptance of the tender, the successful tenderer shall, within the time stipulated in the letter of intent, deposit with the Employer either Demand Draft, such further sum, as along with the earnest money paid by the contractor, will amount to 1% (One percent) of the value of the contract, before he is allowed to execute the contract and commence work.**
2. Failure to deposit this additional amount, within the stipulated time which shall include any extension granted by the Employer at its discretion, will make the earnest money deposited by the tenderer liable to forfeiture and the acceptance of his tender shall be considered as withdrawn.
3. As and by way of additional security from every progressive on account of bill of the contractor, 4% (Four percent) of the value of the work executed, shall be deducted, and kept as security deposit until the total amount so deducted plus the initial security (including the Earnest Money) already deposited will equal the prescribed security, which is 5% (five percent) of the value of the contract.
4. **Such deposit shall be released after expiry of Defect Liability Period subject to there is no rectifications are required in executed works.**

J. LIABILITY FOR DAMAGE, DEFECTS AND RECTIFICATION THEREOF

1. If the Contractor or his workmen or employee shall injure or destroy any part of the building in which they may be working or any building road, fence etc., contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in the behalf make the same good at his own expenses. If it shall appear to the NIA or his representative at any time during the construction or re-construction or prior to expiration of defects liability period that
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any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf from the NIA forthwith rectify or remove or reconstruct the work so specified in whole or in part as the case may require or as the case may be and or remove the materials or articles so specified and provide other proper and suitable material or article.

2. At his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to specified by the NIA may rectify or remove and re execute the work and or remove and replace with other, materials or articles complained of, as the case may be by either means at the risk and expense of the Contractor.
3. In case of repairs and maintenance works, splashes, and droppings from white washing, painting etc., shall be removed and surface cleared simultaneously with completing of these items of work in individual rooms, quarters or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirement of this condition the NIA shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the NIA (authorized official) shall give three days' notice in writing to the contractor.

K. OVER PAYMENTS AND UNDER PAYMENTS:

1. Wherever any claim for the payment of a sum of money to NIA out of or under this contract against the Contractor the same may be deducted by NIA from retention money Security deposit or any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with NIA or from any other sums due to the contractor from NIA which may be available with NIA he shall pay within ten days the claim in cash Demand Draft on demand.
 2. NIA reserves the right to carry out post payment audit and technical examinations of the Running final bill including all supporting vouchers, abstracts etc. NIA further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of disputes before an arbitrator appointed under condition of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
 3. If as a result of such audit and or technical examinations any overpayments is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract it shall be recovered by NIA from the Contractor by any of all methods or made of recovery as prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by NIA.
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L. COMPLETION PERIOD AND COMPENSATION CLAUSE

1. The Contractor shall commence work within 7 days from the date of receipt of letter of intent email from NIA confirming that the purchase order is being awarded to him. The formal purchase order will be typed and mailed in due course after the letter of intent. The contractor will be required to submit the security Deposit of Rs. 40000/- within 7 days from the date of receipt of LOI if it has not been done earlier.
2. Completion period for the entire work contained in the tender and such of the extra items, if any, which form an integral part of the contract, contained in the tender is 30 days from the date of commencement of work at site as specified in above. The time limit specified herein will be strictly adhered to and will form the essence of the Contract. 1% of total contract value per week up to a maximum of 5%, thereafter the owner may get the work done at contractor's risk and cost.

M. COMPLETION CERTIFICATE

1. The work shall be considered "Virtually Complete" only after the Contractor submits to NIA the following documents:

As soon as the work is completed the contractor shall give notice of such completion to NIA and within thirty days of receipt of such notice, NIA shall inspect the work and shall furnish the contractor with a certificate of completion indicating.

- i. The date of completion.
 - ii. Defects to be rectified by the Contractor and or.
 2. Items for which payment shall be made at reduced rates.
 3. When the separate periods of completion have been specified for items or groups of items, NIA shall issue separate completion certificate for such item or group of items. No certificate of completion shall be issued, nor shall the work considered to be complete till the contractor shall have removed from the Employers premises on which the work has been executed all scaffolding, sheds, temporary structures and surplus materials except such as are required for rectification of defects, removal all huts and sanitary arrangements required for his workmen on the site in connection with the execution of work as such have been erected by the Contractor or the workmen and clear all dirt from all parts of the building.(s) in upon or about which the work has been executed thereof and clean floor, all gutters and drains, ease doors and shutters, oil locks and fastenings, labelled keys clearly and handed them over to the NIA or his representative and made the whole premises fit for immediate occupations or use to the satisfaction of the NIA.
 4. If the contractor shall fail to comply with of the requirements of these conditions as aforesaid on or before the date of completion of the works, NIA may at the expense of contractor arrange to remove scaffoldings, surplus materials and rubbish etc., as he thinks fit and the contractor shall have no claims in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling to requirements any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than
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the amount realized on such disposal as aforesaid the contractor shall forthwith on demand pay such excess.

5. The whole of the work including all extra and additional items if any and when ordered are to be completed in the time stated in the contract and the contractor will be required if necessary to work overtime to stick to NIA requirements to complete all the works by the stipulated date. No extra claim for extension of completion period will be allowed on account of this factor.
6. The completion period of the entire work as stated above shall be deemed to be the essence of the contract. In case of delay in completing the work beyond the specified completion date the contractor will be required to pay a penalty at the rate of 1% of the total contract value per week subject to maximum of 5% of the actual cost of the , there after the owner may get the work done at contractor's risk. The penalty will be recovered either from the contractor's bills or from the Security Deposit Retention Money.
7. In case of delay of over 5 weeks in completion of the work beyond a stipulated completion date, NIA reserves the right to terminate the contract and get all the jobs completed through another agency of its choice. Any extra expenditure that NIA will have to incur for completion of the balance jobs through another agency on account of higher rates quoted by the agency will be recovered from the contractor's Security Deposit, Retention Money and pending bills.

N. Extension of completion period

If the work is delayed by

- a. Force Majeure
- b. serious loss or damage by fire or
- c. Civil commotions, local combinations of workmen, strikes or lockout affecting any of the trades employed on the work, or
- d. Delay on the part of other contractors or tradesman engaged by NIA in executing work not forming part of contract.
- e. Non – availability of stores, which are the responsibility of NIA to supply.
- f. Non-availability or breakdown of tools and plant to be supplied or supplied by NIA.

Request for extension of time to be eligible for considerations, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also if practicable, indicate in such a request the period for which extension is desired.

In any such case NIA may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by NIA in writing within one month of, the date of receipt of such request by NIA.

SITE FACILITIES

A. NUISANCE

1. The contractor shall not at any time do cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to others at or near the site of work.
2. The contractor shall all times give access to the staff of statutory bodies as well as other agencies associated with the and shall provide them all facilities like scaffolding, water, lighting etc. at site for discharging their duties.

B. WATCHING AND LIGHTING:

1. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and wherever necessary or required by the NIA for the protection of the works or for the safety and convenience of those employed on the works or the public.

EXECUTION

A. ADMISSION TO SITE :

1. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the NIA in writing. In respect of any land permitted by NIA for the use of the Contractor for the purpose of or in connection with the contract. The same shall be subject to the following and such other terms and conditions as may be imposed by NIA. Such use or occupations shall not confer any right of tenancy of the land to the contractor.
 2. The Contractor shall have no right to put up any constructions of his own of any nature or type on NIA land except temporary constructions for storage of equipment for the work under the contract or as a resting place for labourers employed by him for the work provided that he obtained the requisite previous permission in writing from NIA or from the in accordance with NIA procedure which permission they would be entitled to refuse in their absolute discretion. Such construction will be erected at the contractor's own cost.
 3. If any electricity is used in any of such constructions, the Contractor shall himself pay for the same. The Contractor shall at his own cost demolish all such constructions and remove the debris thereof, as also all his materials and equipment's and clean and level the site thereof before handing over the completed work to NIA.
 4. The Contractor shall provide if necessary or if required on the site all temporary access thereof and shall alter adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the NIA and made good all damages done to the site. The Contractor shall note that the final bill will not be certified for the payment till the action as above is completed by the Contractor to the entire satisfaction of the NIA (Authorized official)
 5. All the work shall be carried out as per instructions of the NIA (Authorized official)
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6. All drawings, tracings, photo prints and writings (except letter) shall be the sole property of NIA and must be returned to them on completion of the works.
7. The drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected for ravages of termites, ants, silver fish and other insects.
8. The completion of the work may entail working in the monsoon also.
9. The contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
10. During the execution of the work, Contractor must check his work with the drawings. The Contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and or error at his own cost, failing which NIA reserves the right to get the same rectified at the risk and cost of the Contractor.

B. MATERIAL TO BE PROVIDED BY THE CONTRACTOR.

1. The Contractor shall at his own expense and without delay supply to the NIA, samples of materials proposed to be used in the work. NIA shall within 15 days of supply of samples or within such period as he may require intimate to the Contractor in writing and inform the Contractor whether samples are approved by him or not. If the samples are not approved, the Contractor shall forthwith arrange to supply to the NIA for his approval fresh samples complying with the specification laid down in the contract. A set of all approved samples shall be maintained at site under lock & key by the NIA.
 2. NIA shall have full power to require removal of any or all the materials brought to the site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to sample approved by him. In case of default on the part of the Contractor in removing rejected materials, the NIA shall be at liberty to have them removed by other means. The NIA shall have full power to procure other proper materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other resources. All costs which may attend upon incurred upon such removal and or substitution shall be borne by the Contractor.
 3. The Contractor shall indemnify NIA or any employee of NIA against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials, or part thereof included in the contract. In the event of any claim being made or action being brought against NIA or any agent, servant or employees of NIA in respect of any such matters as aforesaid the Contractor shall immediately be notified thereof.
 4. NIA shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor, other than those for which as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the NIA require for the purpose. IF no tests are specified in the contract and such tests are required for the purpose and the charges for these tests shall be borne by the Contractor only. The
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cost of materials consumed in the test shall be borne by the Contractor in all cases except when otherwise provided.

5. Representative of NIA connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the work, either on the site or at factory or workshop or at other place (s) manufactured or at any places where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
6. Trees designated by the NIA shall be protected from damages during the course of the works and earth level within 1 metre of each such tree shall not be damaged, when necessary such trees shall be protected by providing temporary fencing.

C. LABOUR

1. The Contractor shall employ labour in sufficient number either directly or through sub – contractors when such subletting is permitted to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of NIA . The Contractor shall not employ in connection with the works any person who has not completed his Eighteenth year of age.
 2. In case of any class of work for which there is no such specification supplied by NIA as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the NIA.
 3. The contractor shall on the written request of NIA immediately dismiss from the works any person employed by him therein who may in the opinion of NIA be incompetent or misconduct himself and such person shall not again be employed on the works without the written permission of NIA/(authorized official)
 4. The Contractor or his agent shall be in attendance at the site (s) during all working hours and shall supervise superintend the executions of works with such additional assistance in each trade as the NIA may consider necessary. Order given to the Contractor agent shall be considered to have the same force as if they have been given to the Contractor himself.
 5. NIA shall communicate or confirm his instructions to the Contractor in respect of the executions of work in a “work site order book” maintained in the office authorized representative shall confirm receipt of such instructions by signing the relevant entries in the book.
 6. Any instructions issued by the NIA orally, shall be of no immediate effect but shall be confirmed in writing by the Contractor to the site NIA within seven days and if not dissented from in writing by the NIA to the Contractor within 7 days from receipt contractor’s confirmation shall take effect as from the expirations of the letter said 7days of giving such oral instructions shall himself
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confirm the same in writing, then the Contractor shall not be obliged to confirm as aforesaid and the said instruction shall take effect as from the date of NIA confirmation and provided that if neither the Contractor nor the NIA shall confirm such oral instructions in the manner and at the time aforesaid but the Contractor shall nevertheless comply with the same then the NIA may confirm the same in writing at any time prior to the issue of the Final certificate and the said instructions shall thereupon be deemed to have taken effect on the date on which it was issued.

7. The Contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications taken together, whether the same may or may not be particularly shown on the drawings, or described in the Schedule of Quantities, provided that the same can be reasonably inferred therein from. Figured dimensions and all dimensions and particulars to be taken from the actual work.
 8. The whole of the work must be proceed with such sections and at such times as directed by NIA
 9. NIA (authorized official) may from time-to-time issue further drawings or written instructions which are hereafter collectively referred to as Instructions' in regard to:
 - i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
 - ii. Any discrepancy in the drawings or between the schedule of quantities and or drawings and or specifications.
 - iii. The removal from the site of any materials brought thereon by the contractor and the substitution of any material therefor.
 - iv. The removal or re-execution or both of any works executed by the Contractor.
 - v. The dismissal from the works of any persons employed thereupon.
 - vi. The opening up for inspection of any work covered up.
 - vii. The amending and making good of any defects of works improperly carried out.
 10. The contractor shall forthwith comply with and execute any work comprised in such 's Instructions. Any instructions given verbally shall be deemed as instructions for the proper execution of the works if they do not involve any extra charges.
 11. If the Contractor after receipt of written notice form the NIA requiring compliance within seven days fails to comply with such drawings or instructions or both as the NIA may issue, NIA may employ and pay other persons to execute any such drawings or instructions and all cost incurred in connection therewith as certified by the shall be borne by the Contractor or
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may be deducted from any amount due or that may become due to the contractor under the contract or may be recovered as a debt.

D. INSPECTIONS AND APPROVALS:

1. All works embracing more than one process shall be subject to examinations and approval at each stage thereof and the Contractor shall give due notice to the NIA shall be entitled to appraise the quality and extended thereof.
 2. No work shall be covered up or put out of view and without approval of NIA or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination or foundations before permanent work is placed thereon. The Contractor shall give due notice to the NIA authorised representative wherever any such work or foundation is ready for examination and the NIA representative shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examination and measuring such work or of examining such foundation he shall, if required by the NIA uncover such work at the Contractor's expenses.
 3. Duties and powers of NIA and his authorised representative and other officers of NIA. The duties of the representative of the NIA are to watch and supervise the progress of works and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by NIA or to make any variations in the works except when authorised by the NIA. The NIA may from time to time in writing delegate to his representative any of the powers and authorities vested in him and shall furnishes to the contractor a copy of all such written delegation of powers and authorities. Any written instructions of written approval given by the representative of NIA to the Contractor within terms of such delegations shall bind the Contractor and NIA as though it had been given by the NIA .
 4. Failure of the representative of to disapprove any work or materials shall not prejudice the power of the NIA thereafter to disapprove such work or material and to order pulling down removal or breaking up thereof.
 5. The whole of the materials (except where otherwise described), stores and equipment required for the faithful performance of the contract must be provided through normal trade channel and must be the best of their kind available at the time and the Contractor must be responsible for the proper and efficient carrying out of the work. The work must be done in best and most workmanlike manner. Samples of all materials to be used must be submitted to the NIA on the site for approval prior to procurement. The Contractor shall furnish to the NIA for approval when requested or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials finished and applied in actual work shall be fully equal to the approved samples.
 6. During inclement weather the Contractor shall suspend concreting and plastering for such time as the NIA may direct and shall protect from injury all works during erection.
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7. Should the work be suspended by reason of rain, strike, lockouts, or other cause the Contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
 8. The Contractor shall keep accurate records of weather, temperature, visitors and any other occurrences affecting the progress or quality of the works.
 9. All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the works and at completion including that of sub – Contractor and specific tradesman to be cleared and carted away and all materials condemned by the NIA shall be removed from site as and when required during the entire duration of the work at no extra cost.
 10. The Contractor shall protect all concrete steps from injury during the progress of the work by rough timber casings securely fixed.
 11. The Contractor shall provide all necessary templates, moulds for circular or shaped work, carpenters or joiners work or any other trade.
 12. The Contractor shall protect joinery and make good all damages to the same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the NIA at the time of completion. Before giving up possession, the contractor must see that all doors sashes etc. work easily and shall make all necessary adjustments.
 13. The Contractor shall provide suitable stone with flat tops and build the same in concrete for temporary benchmarks. All the pegs for setting out the work and fixing the necessary levels required for the execution thereof shall if desired by the NIA likewise be built in masonry at such places and in such manner as NIA may determine.
 14. Care must be taken to see that the floors are not overloaded by stacks of materials during construction. It is important that no load comes on the reinforced concrete floors until they are at least 3 weeks old and at no time must the load placed upon them exceed the load for which they are designed
 15. The Contractor must provide all necessary holes, slits and depression etc. in form work and concrete to place pipelines or ancillary services in any form as shown in the drawings or as directed by NIA
 16. The Contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or specified tradesmen or sub-contractors and any damage caused must be made good by the contractors at his own expenses.
 17. The Contractor shall provide temporary teakwood barricading upto 4' 0" height from the floor level to all lift walls and or shafts opening on all floors to safeguard against any accidental fall and maintain them till such time as permanent enclosures are installed. No extra payment will be allowed on the contract sum for complying with this clause.
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E. STATUTORY

1. The contractor shall conform to the provisions of any regulations and by – laws of any water or lighting companies with whose system the structures are proposed to be connected and shall before making any variations from the drawings that may be necessitated by so conforming give to the NIA on site written notice specifying the variations proposed to be made and the reason for making to and apply for instructions thereon. In case the contractor shall in due course receive instructions, he shall proceed with the work, conforming to the provision regulations or by-laws to the supply companies and shall provide for and pay all fees and charges.
2. The contractor will be fully responsible for complying with all relevant provisions of the Contractor Labour Act and shall pay rates of Wages and observe hours of work/ conditions of employment according to the rules in force from time to time.
3. The contractor shall comply with provisions of payment as per the following acts : Payment of wages Act,1936, Workmen’s Compensation Act,1923 Industrial Dispute Act, 1947 Minimum Wages Act, 1948 Employees State Insurance Act, 1948 Maternity Benefit Act, 1961, Mines Act, 1952 or
4. Any amendments modifications thereof or any other law relating thereto, and rules made there under from time to time. NIA shall on a report having being made by an inspecting office as defined in the contract labour regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker (s) by reasons of no – fulfillment of conditions of contract for the benefit of workers no – payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor’s labour Regulation.
5. The contractor shall pay to labour employed by him, and in the case of his giving any part of the work on sub – contract he shall ensure and be responsible to see that the sub– contractor pays to labour employed by such contractor, wages not less than wage or remuneration as provided in the contract labour (Regulations and Abolition Act) and in the Rules, Regulations, and orders.
6. The Contractor shall indemnify the NIA against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub - contractor.

F. SAFETY CODE:

- The Contractor shall at his own expenses arrange for the Safety provisions as amended to these conditions or as required by the NIA in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the NIA shall be entitled to do so and recover the cost thereof from the Contractor. Safety precaution to be taken in all respects (till completion of works) including for all concern human being. The contractor shall be responsible for any damage or loss of part limb or death human being.
 - From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as
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meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever (save except the Expected Risks as defined in) repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and NIA instructions. In the event of any such damage, loss or injury happening from any of the Expected Risks the contractor shall if any to the extent required by NIA repair and make good the same as aforesaid at the cost of NIA.

G. INSURANCES

1. The Insurance for the following will be covered and paid for by the contractor, and contractor shall indemnify the NIA and hold the NIA harmless in respect of all and any expenses arising from any such injury and or damages in respect of:

Workmen's Compensation and Risk of Accidents to contractor's own employees.

Contractors all risk Insurance to cover the total cost of with third party coverage.

2. The contractor has to insured building/site under construction/renovation till completion and it should be placed to be employer in the name of the NIA. Contractor shall submit the copy of policy details within 15 days of receipt of LOI/Work order.
3. If the contractor and or his sub-contractor fails to effect and keep in force the Insurance referred to above or elsewhere in the contract or any other insurance which he may be required to effect and keep in force, NIA reserves the right to keep in force and such insurances and pay such premium or premia as may be necessary for the purpose and from time to time deduct the amount so paid by NIA as aforesaid from any moneys due or which becomes due to the contractor or recover the same as a debt from the contractor.
4. The aforesaid insurance policy policies shall not be cancelled till the NIA has agreed to their cancellation.
5. The Contractor shall prove to the NIA from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
6. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims of losses to NIA resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the NIA.

H. NOTICE TO LOCALBODIES.

1. The contractor shall comply with and give all notices required under any Government authority, instrument, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works. He shall before making any variations from the contract drawings
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necessitated by such compliance give to the NIA a written notice giving reasons for the proposed variations and obtain the instruction therein.

I. ARBITRATION

1. All disputes or differences of any kind whatsoever which shall at any time arise the parties hereto touching them or concerning the work or execution or maintenance thereof this Contract or the construction operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of this contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract or the other of them and to the Appointing Authority who shall be appointed for this purpose by the Employer, be referred for adjudication to a sole arbitrator to be appointed as here in after provided.
 2. For appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the Contractor, a panel of the three names of persons who shall be presently unconnected with the organization for which the work is executed.
 3. The Contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator, if the Contractor fails to communicate such selections as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole Arbitrator.
 4. If the appointing Authority fails to send the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send the Appointing Authority a panel of three names of persons who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as a sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as a sole arbitrator and communicate his name to the Appointing Authority.
 5. If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
 6. The work under the Contract shall, however, continue during the Arbitration proceeding and no payment due or payable to the Contractor shall be withheld notice on account of such proceedings.
 7. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
 8. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the Award.
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9. The Arbitrator shall give a separate award in respect of each dispute in accordance with the terms of the Contract and give a reasonable award.
 10. It is also a term of the Contract that if Contractor (s) do/does not make any demand for arbitration in respect from the Clients s that the bill after due verification is passed for payment of a lesser amount, or otherwise, the arbitration shall be deemed to have been forfeited and Client s shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this clause such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by Clients s or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of Clients s that the letter was so posted to the Contractor(s) shall be conclusive.
 11. The Fees, if any of the Arbitrator shall, if required be paid before the award, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix of settle the amount of costs to be so paid.
 12. The award of the Arbitrator shall be final and binding on both the parties.
 13. Subject to a fore said, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification of re- enchantment thereof and the rules made there under, and for the time being in force, shall apply to the Arbitration proceeding under this Clause.
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SPECIAL CONDITIONS OF CONTRACT

1. It shall be distinctly understood that notwithstanding the reviews and suggestion if any, by the NIA or the sole and ultimate responsibility for the stability and performance of the form work and staging and all other temporary works shall be that of the Contractor.
2. The partners or Directors of the Contractor shall meet the officers of NIA or its consultants at the site of works or at their respective offices whenever requested to do so.
3. The Contractor shall confirm to the provisions of the Government Act relating to the work, and to the regulations and byelaws of the local authorities. The contractor shall give all notices required by the said act and obtain all required permission and license and pay all fees payable to such authorities in connection with constructing and maintaining temporary electric and water supply at site for the said. All aspects of temporary works including their stability shall be the sole and ultimate responsibility of the Contractor.
4. NIA reserves the right to use the premises and any portion of site for execution of any work not included in this contract which NIA may desire to get executed by other agencies. The Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for such work except by special arrangement with NIA in such a manner as not to impede the progress of the works included in this contract and the Contractor shall not be responsible for any damage or delay which may happen or be occasioned by such work.
5. Although Schedule of Probable Quantities & Rates has been divided into various sub – section, the rates quoted for a particular item of work in one sub – section shall be made applicable to similar item of work in any other sub – section if that item is not listed in the Schedule of that other subsection.
6. This is subjected to inspection by various audit vigilance agencies of Government of India NIA if any inspection of works is carried out by such agencies contractor shall extend his full co-operation to these agencies in examining records, works etc. on inspection by such agencies, any and in their inspection report, if it is pointed out that Contractor has not carried out work according to guideline laid down in this tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from contractor's R. A. Bills Final Bill. The items under dispute shall not be paid in full till inspection agency gives their no objection report.
7. This work being prestigious NIA, quality of materials & workmanship is expected from the contractor of very high standard.
8. The successful tenderer is bound to carry out any item of work up to any deviation in quantities, for the completion of the job.
9. The Electrical works is to be executed through licensee electrical contractor only.

10. Material testing report can be asked for by NIA. The contractor must cooperate with the employer (NIA) to make available such reports from the manufacturer of the material used in the tender with no extra cost.
11. NIA shall be the sole deciding authority on the brand and make of the materials to be used.

SCHEDULE – F

- | | | | |
|-----|---|---|--|
| 1 | Earnest Money Deposit | : | Rs. 40,000/- |
| 2 | Initial Security Deposit | : | NIL |
| 3 | Defects Liability Period:
(DLP) | | 12 months from the date of issue of virtual completion certificate and handing over the completed work to owners |
| 4 | Period of commencement | : | 7 days from the date of letter of intent workorder |
| 5 | Duration of completion of:
work | | 30 days |
| 6 | Liquidated damages at
therate | : | 1% of total contract value per week up of to maximum of 5%, there after the owner may get the work done at contractor's risk and cost i.e. beyond delay of 5 weeks |
| 7 | Retention money | : | a) 5% retention money to be kept from bill - to be released after completion of DLP

b) Security deposit to be released on expiry of the defects liability period after rectification in executed works. |
| 8 | Terms of rate | : | The rates shall be at site of work and should beexcluding of GST |
| 9 | Period of validity of tender : | | 120 days from opening of tender |
| 10 | Period for honoring interim:
bill | | Payment shall be processed within 1 months or as per company rules & regulations |
| 11 | Validity of rates after award:
of work | | The rates shall be firm for period of 4 Months from the date of award of work or till final completion of work whichever is later. "NO ESCALATION IN PRICES WILL BE ALLOWED" |
| 12. | Upon it becoming reasonably apparent that the work is delayed, the contractor shall forthwith give written notice of the cause of the delay to the client. Then the client as soon as they are able to estimate the length of the delay beyond the date or time aforesaid, make in writing a fair and reasonable extension of time for completion of the work, provided always that the contractor shall use constantly his best endeavour to preventdelay and shall do all that may reasonably be required to the satisfaction of the client and the to proceed with work. | | |

13. Damage for non-completion: If the contractor fails to complete the works by the date specified in the conditions or within any extended time fixed, the contractor shall pay to NIA a sum calculated at the rate stated in the special conditions as agreed liquidated damages for the period during which the said work shall so remain or have remained incomplete. The client may deduct such damages from any money that is otherwise payable to the contractor, under this contract.
14. Extra Items : All authorised extra items where rates cannot be derived from tender the contractor shall submit rates, supported by rate analysis worked on the 'actual cost basis' plus 15% towards establishment charges, contractor's overhead and profit & GST etc.
15. Deviation in Quantities: There is no variation limit in tender quantity for any variation in plus or minus, contractor is supposed to execute the same at quoted rates.
16. Photographs : The rate quoted shall include the cost of supplying colour photographs of 8" x 10" size including soft copy to employer after completion of work from various angle one set each to Employer and the separately in respect of each floor/dept as directed.

GENERAL SPECIFICATION

These specifications are for the work to be executed items to be supplied and materials to be used in the works as shown and detailed on the drawings and described here in all under the supervision and to the satisfaction of the Employer.

The workmanship is to be the best available and of a high standard. Use must be made of specialist tradesmen in all aspects of the works, and allowance must be made in the rates for doing so.

The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the in accordance with any samples which may be submitted for approval and generally in accordance with the specifications. Where materials or products are specified in this specification and or bill of quantities by the name of the manufacture or the brand trade name or catalogue reference the contractor will be required to obtain the approval of the employer before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to. **Sample of all material** are to be submitted to the for his approval **within 10 days of issue of work order** before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishers of colors, fabrics etc, for the approval of the before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the who will retain ONE copies all at the contractors expenses.

TIMBER :

Timber generally is to be best of its kind, well and properly seasoned, of mature growth, free from worm holes large loose or dead nodes or other defects and sawn die square and will not suffer warping, splitting or other defects through improper handling.

The hardwood is to be C.P. teak weighing not less than 45 lbs cubic foot with a moisture content tax.

Timber is to be cut to the required sizes and length as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Journey is to be prepared, immediately after the placing of contract, framed up (but not bonded) and stored until required for fixing in position, when it is to be bonded and waged up. Any portions that warp or develop shakes or other defects are to be replaced before wedging up, the whole of the work is to be framed and finished in a proper and workman like manner in accordance with the detailed drawings and fitted with all necessary motaties straps, belts screws etc. running bonded joints are to be cross tongued with teak on gress and where over 1 – 1/28 thick double tongued. Joiner's work generally unless otherwise specified. Templates boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during the time they are in use.

Grounds are to be clean shown, free large knots, splayed as required, plugged and fixed to wall setc. at 1'6" centers.

Wood plugs are to be cut on the twist, patent wall plugs or plastic filling may be used in lieu of wood plugs with the approval of the .

All unexposed surfaces of timber e.g., false ceilings, backings fillets back of doors frames, cupboard framing, grounds etc. are to be treated with ONE coats of approved timber preservative like solignum, kirticite, term seal or cast oral or vacuum pressure impregnated with and approved water-soluble timber preservative before fixing or bedding.

JOINTS

All joints will be standard, mortised and tenon, dovetail, dove, cross halved, metered tongued and grooved and rebated, nailed or glued but joints, will not be permitted except in exceptional cases, ailed but joints will not be accepted. All joins shall be smeared with white lead.

Whenever solid wood is specified it shall be as per I.S.I. and of good quality. The type of wood shall be got approved before collecting the same on site. Fabrication of wooden members shall be started only after approval. It shall be free from large, loose, dead or cluster knots, flows, shakes, warps, bends or any other defect. It shall be uniform in substance and of straight fibers as far as possible. It shall free from rats, decay, harmful fungi and other dejects of its usefulness for the purpose for which it is required. The colour of wood shall be uniform as far as possible. The scantlings planks etc. shall be seen in straight lines and planes in the direction of grain and of uniform thickness.

FIRST CLASS TEAK WOOD:

First class teak wood shall have no individual hard and sound knots, more than 6 sq.cm. in size and the aggregate area of such knots shall not more than 1% area of piece. The timber shall be closed grained.

SECOND CLASS TEAK WOOD:

No individual hard and knot's shall be more than 15 sq.cm. in size and aggregate area of such knot's shall not exceed 2% of the area of piece.

POLISH:

The wooden article to be polished shall be first prepared to smooth surface with 400 fit black water proof sandpaper. All dents shall be filled with epoxy putty and to be finally finished with DUCO,

N.C. clear lacquer to a silk smooth finish.

PLYWOOD:

Plywood for general purpose shall confirm I.S.I. 303-1975.

FASTENINGS AND HARDWARE:

- The fixtures and fastenings, that is, but hinges, teened strap hinges, sliding door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specified in the item or its specifications.

- They shall be of iron, brass, aluminium, chromium plated iron, chromium plated brass copper oxidized iron copper oxidized brass or anodized aluminum as specified.
- The fixtures shall be heavy type. The fixtures and fastenings shall be smooth finished and shall be such as will ensure ease of operation.
- The samples of fixtures and fastenings shall be got approved as regards quality and shape before providing them in position.
- Brass and anodized aluminium fixtures and fastenings shall be bright finished.
- Screws, nails, bolts, will be of brass or other non corrosive metal. In hardware, they will match the finish of the hardware item.
- Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws, in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching color and grain of the wood surface, unless especially detailed.

HARDWARE:

Hinges, locks, latches, door tracks etc. shall be as specified by the manufacture specified. In any variation of this quality of the substitute shall be equal to or better than the original specified, and samples should be submitted to the for prior approval.

HARDWARE AND METALS:

The hardware throughout shall be of approved manufacture and supply well-made and equal in every respect to the samples to be deposited with the . The contractor any be required to produce and provided samples from many different sources before the is able to make a decision and he should allow in his rates for so doing.

Fittings generally shall have a satin chrome or anodized finish unless otherwise specified and shall be suitable for their intended purposes.

Screws are to match the finish of the article to be fixed and to be rounded of flat headed or countersunk as required.

Cover up and protect at the brass and bronze surfaces with a thick grease or other suitable protective material, renew as necessary and subsequently clean off and clear away on completion. Aluminium and stainless steel shall be of approved manufacture and suitable for its application. Generally, the surfaces of aluminium shall have an anodized finish and both shall comply with the samples approved. All steel brass, bronze, aluminum and stainless articles shall be submitted to a reasonable test for strength, if so required at the Contractor's expenses.

All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flat test and tidiest way, particularly where exposed.

Chromium plated shall be in accordance with B.S. 1224 or as per approved specification and shall be on a base material of copper or brass or as specified.

ENAMEL PAINTS:

Oil paints shall be of 1 quality and the specified colour and shade, and as approved. The easy mixed paints shall only be used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved stainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall meet with the following general requirements:

1. Paint shall not show excessive setting in a freshly opened full can and shall easily be re-dispersed with a paddle to a smooth homogeneous stage. The paint shall show no curdling, livering, caking or color separation and shall be free from lumps and skins
2. Paint as received shall brush easily, possess good leveling properties and show no running or slugging tendencies.
3. The paint shall not skin within 49 hours in three quarters filled closed container.
4. The paint shall dry to a smooth uniform finish from the manufactures and generally according to their instructions and without any admixtures whatsoever.

Ready mixed paint shall be used exactly as received from the manufactures and generally according to their instructions and without any admixtures whatsoever.

LAMINATES:

All the laminate to be used shall be of 1.5 mm. thickness in approved the color and shade as proved and specified by NIA. It shall be as given below.

Company name : Greenlam

Shade No. 5337 Malay Teak
(1.00mm) OR Shade No. 777
Sumatra Teak (1.00mm)

Edge binding 22/0.8mm of Rehau to match the laminate shades. Adhesive - Marine fevicol and Rehau Aquence Bondmaster. All the Grooves provided in between laminate as per drawings to be filled with Polish and exposed all edges with TW bedding Patti with melamine polish.

RUBBER:

Natural latex rubber (Geo foam) of specified density and the thickness shall be used for all the cushions and padding for upholstered furniture. Loose cushions of all furniture should have solid foam walling to keep up proper shape.

UPHOLSTERY :

This will be of first-class standard workmanship with webbing no- sag springs, padding and filling as specified on drawing. Covering fabrics will be shown tufted and corded as shown on the drawing.

CUSHION VENTS:

Brass or aluminum “cushion vents” should be installed at the back or underside of seat cushions (especially) those covered in leather evenly plastic or very tightly woven fabric) to allow air to escape and to prevent torn seams.

SCHEDULE OF APPROVED MAKES

Note: The Contractor should obtain prior approval from s before placing order for any specific material agency.

S.No.	Material	Brand/ Manufacturers OR EQUIVALENT
1	Laminates	Greenlam, Aica, Sunmica, Archid
2	Synthetic Enamel Paints	Berger (Luxol gold), Asian(Apcolite), ICI Dulux(Gloss),
3	Plastic Emulsion Paint	Asian paints Royal Atmos
4	Plywood Block Board	GreenPly , Century , Archidply,
5	Teak ply	GreenPly , Archidply
6	High Pressure Laminate	Prodima, Fundermax , Trespa
7	Adhesive for Woodwork	Fevicol , Vamicol
8	Masking Tapes	Sun control , Wonder Polymer.
9	Stainless steel D-handles	Kitch, Ozone, Hettich
10	Compact Laminate sheet	Merino , Green Lam
11	Mattress	Sleep well, Spring Fit, Duroflex

TECHNICAL BID FORM

INDIVIDUAL / FIRM / COMPANY PROFILE		
Sr. No.	Required Information (QUERY)	ANSWER
1	Name and registered address of the Individual/firm/company.	
2	Legal status (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc. (Upload a self-attested copy of the certificate of incorporation / registration / copy of Partnership deed in case of company / corporation / co-operative society / partnership firm and any certificate issued by any statutory authority in case of Proprietor.)	
3	Name, designation, and telephone nos. of the contact person / persons. Give full particulars of Pune Office setup. Mobile Nos. Fax No. E-mail id	
4	Month and Year of commencement of service business in present name.	
6	Statutory details (Photocopies of following documents to be Uploaded)	
	1. Registration number of the firm. (As per Shop and Establishment act.) – Annexure A	
	2. PAN No. – Annexure B	
	3. Goods and Service Tax No – Annexure C	

7	Annual Turn Over for last three years. (Upload attested statements of last three consecutive years duly certified by Chartered Accountant with Registration Number.) – Annexure D	F.Y.	Annual Turn Over
		2018-2019	
		2019-2020	
		2020-2021	
		Cumulative Turnover of last 3 years.	
8	Fill in and upload Annexure E giving full particulars about major works completed during last three years. Note: List of only those works which are carried out by firm participating in this Tender is to be given. Work Completion / Experience Certificates must be uploaded with address and contact numbers of issuing authority.		
9	Letter from bidder to Director NIA Pune. Annexure F		
10	Form of bank guarantee for performance guarantee In individual contract Annexure G		
11	Name and complete postal address of bankers.		
	Name of Bank		
	Branch		
	Account No		
	IFSC Code		

ANNEXURE - D:

ANNUAL TURNOVER FOR LAST THREE YEARS.

Name of Bidder: _____

S. No.	Financial Year	IT certificate enclosed Yes / No	Remarks
(1)	(2)	(3)	(4)
1	2018-19		
2	2019-20		
3	2020-21		

SIGNATURE OF BIDDER

ANNEXURE – E:

LIST OF WORKS COMPLETED DURING LAST SEVEN YEARS

S.N.	Name of the organization with complete postal address mentioning Private Sector/ Govt. Body / PSU/ Training Institute.	Name and designation of the contact person with Tel. / Mobile No (s)	Period for which the contract was awarded	No. of persons deployed by your firm / company / co-operative society.	Nature of Work.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

SIGNATURE OF BIDDER

NIA-HVAC TENDER

ANNEXURE – F:

**LETTER FROM BIDDER TO DIRECTOR NIA PUNE
(Scanned Copy to be uploaded)**

To,

Date:

The Director
National Insurance Academy
25, Balewadi, Baner Road,
NIA P.O.,
Pune – 411045

NAME OF WORK: FURNITURE WORKS FOR HOSTEL NO.4 AT NIA.

Dear Sir,

1. Having examined the specifications, conditions of tender, form of rate Contract, Schedule of quantities relating to the above work of the tender and the drawings and having visited and examined the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the National Insurance Academy, I/We, the undersigned hereby offer to Supply and Installation of Furniture Works on rate contract basis in strict accordance with the contract conditions and specifications as may be ascertained in accordance with the said conditions.
2. I/We undertake to complete and deliver the whole of the works within a period as specified in the Conditions of Contract from the date of issue of an intimation from you that the tender has been accepted upon receiving possession of the site.
3. I/We enclose here with receipt of the payment made by me/us towards Earnest Money Remittance of **Rs.40,000/- (Rupees Forty Thousand only)**

I/We hereby agree that this sum shall be forfeited by the NIA, Pune in the event of my/our tender being accepted and I/We fail to execute contract when called up to do so.
4. In the event of the tender being accepted:
I/We shall agree to convert my/our EMD as a part of the Security Deposit and balance shall be recovered from interim payments up to a maximum of **retention amount of 5%** of the total cost of the installation.
5. I/We note that the Earnest Money Deposit of **Rs.40000/- (Rupees Forty Thousand only)** would be refunded to me/us.

NIA-HVAC TENDER

- a) On expiry of the validity of the tender or earlier at the time discretion of NIA Pune in case my/our tender is not accepted.

Yours faithfully,

(SIGNATURE OF THE BIDDER)

NAME AND SEAL

NAME OF THE PARTNER OF THE FIRM

OR

NAME OF THE PERSON HAVING POWER OF

ATTORNEY TO SIGN THE CONTRACT

(CERTIFIED TRUE COPY OF THE POWER OF ATTORNEY SHOULD BE ATTACHED)

ANNEXURE -'G'

**PROFORMA OF BANK GUARANTEE TOWARDS
IN INDIVIDUAL CONTRACT**

To,

**NATIONAL INSURANCE ACADEMY,
PUNE - 411045.**

WHEREAS M/S....., (hereinafter called “the Contractor”) has undertaken, in pursuance of Tender Reference No.....dated to undertake works titled “”

AND WHEREAS it has been stipulated by you in the said Tender that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein, as security for compliance with the contractor's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contractor a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor , up to a total of Rs.....(in words.....) and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the Tender and without cavil or argument, any sum or sums within the limit of Rs.-

(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....

Signature and Seal of Guarantors (Contractor’s Bank)

Date:Address:

COMMERCIAL BID

NOTE: Below Commercial bid is for reference purpose only. The same commercial bid is available in Excel format on NIA e-Procurement Site, Vendors need to login and download the excel sheet and filled excel sheet should be uploaded online. NAME OF THE TENDERER is (Mandatory):

Sr. No.	Item Description	Qty	Unit	Rate Rs.	Amount Rs.
PART A - Bed cot with Back Rest					
1	Providing, Supplying including transportation and placing at directed location in each room Double Bed Head rest in Teak Laminate finish, size 2000 x 1600 x 466(ht) made out of 19 mm thk. BWR Ply sides, back & apron made out of 19mm thick ply of width 200mm fixed on to a Salwood frame of size 76x 50 internally for support. The Intermediate support of 50x38 approximately 63mm c/c . The bed to have top made out of 19 mm thk. ply. The Head rest slightly curved to be made out of 19 mm thk. ply with border elevated with 12mm thk ply. All exposed surfaces to be finished with lamination 1 mm thick. All exposed ply edges to be suitably covered with matching width & 6mm thk. T.W. edging patti, complete as per drawings & directions. the all-internal surface to be finished with SE paint over a coat of primer and Putty	48	Nos		
PART – B Mattress					
2	Providing, Supplying including transportation and placing at directed location in each room Double Bed mattress of 6-inch thickness and similar to that available with the institute as a sample of approved brand enlisted, suitable to fit for the bed cot as in Sr. No. 1. Models as follows (anyone) Sleepwell Mable	48	Nos		

	Springfit Reactive Firm Mattress Duroflex Propel Plus Pocket Spring Mattress with Euro Top				
	Total Amount			Rs.	
	GST on Item 1			%	
	GST on Item 2			%	
	TOTAL OF PART: A+B			Rs.	
	PART C - BUY BACK OF OLD BEDs OF HOSTEL 4				
3	Buy back amount for taking away existing old beds from Hostel No.4. Rate should include removing and taking away the beds to your own dump room, in as is where is condition.	34	Units		
	Total Amount			Rs.	
	GST on Item 3			%	
	Please indicate HSN Code towards Scrap				
	TOTAL OF PART- C		(-)	Rs.	
	NIA will issue Tax Invoice against sale of scrap. Applicable TCS will be deducted from the total amount.				
	TOTAL OF PART {[A+B] -C}			Rs.	

- 1) The tender will be evaluated based on the rates quoted by the bidder for both supply of Beds and Mattresses. However, buyback rates of old beds will also be considered as deciding factor for L-1 bidder.
- 2) Security Deposit will be retained by us for one year i.e., till the expiry of Warranty period. The bidder may submit performance guarantee for an amount equal to security deposit for a period of 1 + claimant period.
- 3) The manufacturers can quote themselves or authorize their dealer/distributor in writing to participate in the tender. Authorization letter should mention specific project name as mentioned in tender for which they are being nominated by the original manufacturer & the said letter to be attached /uploaded with tender document.