



**CORPORATE OFFICE, ESTATE DEPARTMENT.
NO: 254-260, AVVAI SHANMUGAM SALAI,
CHENNAI – 600014.**

**PROPOSED INTERIOR WORKS FOR INDIAN BANK, CALL
CENTRE, GROUND FLOOR, NO:55, ETHIRAJ SALAI, EGMORE,
CHENNAI - 600 008.**

(Civil & Furnishing works)

CONSULTANTS : ARUN ARCHITECTS
NEW NO . U-12 OLD NO. U-27'
CHENNAI 600 040.
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This document contains 43 pages



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NOTICE OF INVITATION TO TENDER

To:

Sir,

TENDER FOR PROPOSED INTERIOR (CIVIL & FURNISHING) WORKS FOR INDIAN BANK, CALL CENTRE, GROUND FLOOR, No:55, ETHIRAJ SALAI, EGMORE, CHENNAI – 600 008.

Sealed tenders on item rate basis are invited from contractors empanelled with Indian Bank Corporate Office, for Tender For “Proposed Interior Works For Indian Bank, Call Centre, Ground Floor, No:55, Ethiraj Salai, Egmore, Chennai – 600 008. The tender should be submitted in **sealed cover** super scribing the name of the work, EMD in the form of DD, shall be attached in the cover. Tenders not accompanied with DD will be rejected.

Estimated Cost of Work	:	Rs. 18,75,000/-
Earnest Money Deposit	:	Rs. 37,500- (Rupees Thirty Seven Thousand Five Hundred Only) by Demand draft Payable at Chennai drawn in favour of “ Indian Bank, Corporate Office, Chennai – 600014. ”
Time of completion	:	30 Days
Issuing Date	:	02.12.2020 To 09.12.2020
Issuing Office	:	Tender documents can be collected free of cost during working hours from Indian Bank, Corporate office, No:254-260, Avvai Shanmugam Salai, Chennai – 600014. Or The Tender Documents can be downloaded from the Bank’s website www.indianbank.in
Last Date for Tender Queries	:	09.12.2020
Time and Date of Submission	:	Before 3.00 pm on 09.12.2020 as per instructions in Tender documents (to reach the issuing office).
Time and Date of Opening	:	4.00 pm on 09.12.2020. (At issuing office)
LD	:	1% per Week of delay subject to a maximum of 10% of Work Order Value

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

GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS

- Sealed tenders on item rate basis are invited from contractors empanelled with Indian Bank, for “Proposed Interior (Civil & Furnishing) works for Indian Bank, Call Centre, Ground Floor, No:55, Ethiraj Salai, Egmore, Chennai – 600008”.
- Tender Documents consisting of complete specifications, the schedule of the quantities of the various works to be done, and the set of conditions of contract to be complied with by the person whose tenders may be accepted, and which will also be found in the form of tenders, can be collected from **Indian Bank Corporate Office, Estate Department, No: 254, -260 Avvai Shanmugam Salai, Chennai – 600 014.**
- Tenders submitted by the contractors must be accompanied by a COVERING LETTER in the bidder's letter head containing the details of Demand Draft towards EMD, duly signed by the bidder's authorized signatory, addressed to THE ASSISTANT GENERAL MANAGER, INDIAN BANK CORPORATE OFFICE, NO: 254 – 260, AVVAI SHANMUGAM SALAI, CHENNAI - 600 014, with their contact details properly mentioned therein.
- Terms & Conditions are to be submitted as per the Prescribed format and to be put in an envelope duly sealed and super-scribed as “Proposed Interior works For Indian Bank, Call Centre Ground Floor, No: 55, Ethiraj Salai, Egmore, Chennai – 600008.
- Any offers received after the above mentioned date and time will not be considered.
- Offers received by post should also reach before the stipulated date and time.
- Bank will not be responsible for the Offers delayed/lost in transit.
- The Tender should be accompanied with a Demand Draft for Rs.37,500/- (Rupees Thirty Seven Thousand Five Hundred only) towards EMD drawn in favour of Indian Bank payable at Chennai. The tender received with out EMD shall be rejected. The EMD of unsuccessful tenderers will be refunded after the finalization of tender. The EMD of successful tenderer will be adjusted towards Security Deposit and will be returned after the completion of the Defects Liability Period. The security deposit will be forfeited if any of the conditions of the contract are contravened. The Security Deposit will not carry any interest.
- As a token of acceptance of all the terms and conditions mentioned in this document, the bidder is required to sign all pages of documents and return the same along with their bid. Unsigned tender documents shall be summarily rejected.
- The envelope shall indicate the name, address and contact details of the bidder to enable the bid to be returned unopened in case it is received late.





- Maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.
- Indian Bank reserves all the rights to accept or reject summarily any or all the tenders in whole or in part without assigning any reasons whatsoever and increase/decrease in the quantities of any item of work.
- Tenders should always be placed in sealed cover, with the name of the project written on the envelope will be received by, **The Assistant General Manager, Indian Bank Corporate Office, Estate Department, Nos : 254 – 260, Avvai Shanmugam Salai, Chennai - 600 014, upto 3.00 pm on 09.12.2020** and will be opened by him in his office at **4.00 pm on 09.12.2020**
- Unless the rate is in whole rupees and followed by the words “only” it should invariably be up to two decimal places. While quoting the rate in schedule of qualities, the word “only” should be written closely following the amount and it should not be written in next line.
- No employee of the Bank is allowed to work as a contractor for a period of two years of his retirement from Bank service, without the previous permission of the Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as foresaid before submission of the tender or engagement in the contractor’s service.
- The tender for works shall remain open for acceptance for a period **45 days** from the date of opening. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- The contractor, whose tender is accepted will be required to furnish by way of Initial security deposit (ISD) for the due fulfillment of his contract, such sum amounting to 2% of the accepted tender cost less EMD
- The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the initial security deposit within the stipulated period or start the work by stipulated date mentioned in the award letter.
- The retention amount of **7%** including ISD (Initial security deposit) on work value will be held by the Bank and will be released as below:
 - i. 50% after Completion of Final Bill.
 - ii. At the end of Defects Liability Period of one year subject to satisfactory rectification of defects noticed, if any, and against consultant’s certificate.
- EMD, ISD & retention amount held in the Bank’s books will not carry any interest.
- All rates shall be quoted on the proper form of the tender alone.
- On acceptance of the tender the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer / Architect shall be communicated to the Employer.





- Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolations are not possible. The total amount should be written both in words and in figures.
- Utmost Care should be taken during the execution of works such that no disturbance is caused to the occupants of the building.
- Liquidated Damages for delays in work completion will be 1% of Work order value of works done for each week delayed subject to maximum of 10%.
- Decisions of the Estate Department/ Bank regarding brand of items, quality of materials, process of execution of works etc., shall be FINAL and BINDING.
- If any arithmetic mistakes in calculating the amount for each item are found, it shall be rectified and the revised amount shall be final.
- If no rate is quoted for any item, then the contractor should carry out that item up to the quantity and quality requirements at site and NO payment shall be made to the contractor for the same.
- In case of discrepancies, **The Indian Bank, Corporate Office, Estate Department** has the right for making “Request for Clarifications.”
- The Bank reserves the right to reject any conditional tenders submitted by the bidders.
- Over writing in any form on the clauses given by the Bank is strictly prohibited. Overwriting of entries made by the contractor in the tender document shall be duly initialed and written in words by the authorized signatory of the concerned bidder. The amount mentioned in words will be considered as final.





FORM OF COVERING LETTER

To,

**THE ASSISTANT GENERAL MANAGER,
Indian Bank,
Corporate Office (Estate Department),
No:254 -260, Avvai Shanmugam Salai,
Chennai – 600 014.**

Dear Sir/s,

**TENDER FOR PROPOSED INTERIOR WORKS (CIVIL & FURNISHING) FOR INDIAN
BANK, CALL CENTRE, GROUND FLOOR, NO:55, ETHIRAJ SALAI, EGMORE,
CHENNAI - 600008.**

Having duly examined the tender documents including Specifications, Design, Bill of Quantities relating to the work specified in the underwritten memorandum and having visited/inspected the site of the said work and having acquired all the requisite information relating thereto as affecting this tender, I / We hereby offer to execute the works specified therein at the rates specified in the Bill of Quantities and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender, the Articles of Agreement, Special Conditions, if any, the Bill of Quantities and conditions of contract and with such materials are as specified, by and in all other respect in accordance with such conditions in the Bill of Quantities and conditions of contract so far as applicable.

Thanking you,

Contractor Name & Signature



MEMORANDUM

Name of work	PROPOSED INTERIOR WORKS FOR INDIAN BANK, CALL CENTRE GROUND FLOOR, NO: 55, ETHIRAJ SALAI, EGMORE, CHENNAI – 600008.
Earnest Money Deposit	Rs.37,500/- (Rupees Thirty Seven Thousand Five Hundred Only) will not carry interest
Initial Security Deposit	2% of the accepted value of tender minus Earnest Money
Percentage to be deducted from bill (Retention Money)	5% in each running bill.
Time Allowed for the work	30 (Thirty) Days
LD	1% per week of delay up to a maximum of 10% of Work Order Value

SPECIAL INSTRUCTIONS TO TENDERERS

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

Time for completion:

The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within **4 days** from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor.

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

Extension of Time:

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

In case of such strikes or lock-outs, as are referred to above, the contractor shall, immediately give the Employer, Written notice thereof. nevertheless the contractor shall use his best endeavours to prevent delay, and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works and on his doing, so that it will be the ground for consideration by the employer for a extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strikes or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 12 with respect to payment of Liquidated Damages shall in such cases, be read and construed as if the extended dates fixed by the Employer were substituted for the damage which shall be deducted accordingly.

Progress of work:

During the period of construction, the contractor shall maintain proportionate progress on the basis of a programmed chart submitted by the contractor immediately before commencement of work and agreed by Employer /Architects.



Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of the project.

2. Defects Liability Period (DLP)

- a) It must be realized that this period is for exposure of “latent defects” such as settlements, shrinkages or expansion cracks, undue weathering due to faulty material and workmanship.
- b) The DLP commences from the certified date of Virtual completion issued by the Architects.

3. Date of commencement:

Date of commencement shall be either **4 Days** from the date of acceptance letter issued to the contractor or the day on which contractor is instructed to take possession of the site, whichever is earlier.

4. Date of completion:

The time for completion shall be **30 days**.

5. Period of final Measurement:

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

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

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

6. Total security Deposit:

The Total security Deposit on the contract is **7%** on the cost of work.

The Total Security Deposit shall comprise of

- a) Initial Security Deposit
- b) Retention Money

Retention Money:





The retention percentage (i.e. deduction from interim bill) shall be **5%** of the gross value of each interim bill.

- The retention amount of **7%** including ISD (Initial security deposit) on work value will be held by the Bank and will be released as below:
 - i. 50% after Completion of Final Bill.
 - ii. At the end of Defects Liability Period of one year subject to satisfactory rectification of defects noticed, if any, and against consultant's certificate.

7. Receiving, Opening, and Recording of Tenders

Tender will be opened at **4.00 pm on 09.12.2020**. In case of postal delivery, the tenderer has to ensure that the tender is received before the due date and time. The Bank will not be responsible for the damage in transit and delay in receipt of tenders if any.



GENERAL CONDITIONS OF CONTRACT

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

1. Interpretation

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

- i. **Employer:** The term employer shall denote Indian Bank with their Corporate Office at Chennai and any of its employee representative authorized on their behalf.
- ii. **Architects/ Consultants:** The term Architects shall mean M/s. ARUN ARCHITECTS. Appointed by M/s. INDIAN BANK.
- iii. **Contractor:** The term contractor shall mean his/their heirs, legal representatives, assigns and successors.
- iv. **Site:** The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractor's use.
- v. **Drawings:** The work is to be carried out in accordance with drawings, specifications the schedule of quantities and any further drawings which may be supplied or any other instructions, which may be given by the Employer during the execution of the work.

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

In case any detailed drawings are necessary, contractor shall prepare such detailed drawings and/or dimensional sketches there for and has it confirmed by the Employer/ Architects as case may prior to taking up such work. The contractor shall ask in writing for all clarifications with respect to the work.

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



- vii. “Act of Insolvency” shall mean any act as such as defined by the presidency Town Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- viii. “The Schedule of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.
- ix. “Priced Schedule of quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

2. Scope

The work consists of Civil, Furnishing & Electrical works at site in accordance with the “Schedule of Quantities”

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

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

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

The contractor shall forthwith comply with and duly execute any work comprised in interior works.

Such Employer or his agent/ Architect instructions provided always those verbal Instructions, directions and explanations given to the contractor or his representative. Upon the works by the Employer /Architects shall, if involving a variation, be confirmed in writing to the contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up





without written permission of the Employer. Rates of item not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Architects as provided in clause “variation”. Regarding all factory made products for which ISI marked products are available, only products bearing BIS marking shall be used in the work.

3. Site Visit:

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

4. Tenders

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

- a) The “Rate” column to be legibly filled in ink in both figures and words.
- b) Amount column to be filled in for each item and the amount for each sub-head as detailed in the “Schedule of Quantities.”
- c) All corrections are to be initialed.
- d) The “Rate Column “for alternative items shall be filled up.
- e) The “Amount” column for alternative items for which the quantities are not mentioned shall not be filled up.
- f) In case of any errors/omissions in the quoted rates, the rates given in the tender marked “original” shall be taken as correct rates.

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

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self supporting. If called upon by the Employer/Architects, detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor’s analysis.

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





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

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

5. Agreement

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

6. Permits and Licenses

Permits and licenses for release of materials which are under government control will be arranged by the contractor. The Employer/Architect shall be indemnified against all government or legal actions for theft or misuse of cement, M.S. rods, and any controlled materials in the custody of the contractor.

7. Government and Local Rules

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

8. Quantity of Work to be executed

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





9. Other Persons Engaged by the Employer

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

10. Contractor to provide everything necessary

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

Sets of Working Drawings shall be submitted within **4** days on award of contract.

The contractor shall also submit a bar Chart one for the supply of materials and the other for the execution of the work within **4 days** after award of contract. Also the fabrication drawings for modular furniture and SLDs for electrical related work, Layout plan for AC work shall be submitted by the contractor to the employer / Architect for their approval before proceeding further.

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

11. Progress of work:

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

12. Liquidated Damages

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





For contractors having Time for completion 6 months and less : 1% of the estimated amount shown in the tender per week subjected to a maximum ceiling of 10% of the accepted contracted sum (Work Order Value)

13. Tools, Storage of material, protective works and site office Requirements

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

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

The contractor shall use the toilets identified by the Bank for use of their workmen and keep the same in a clean and sanitary condition to the satisfaction of the Bank / Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good for use in a continuous basis.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Employer.

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

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

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

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

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





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

14. Notice and patents of Appropriate Authority and Owners

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

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

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

15. Access

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

16. Materials, Workmanship, Samples, Testing of Materials

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained





in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work, and to their entire satisfaction.

If required by the Employer/Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the materials etc. under test confirm to the relevant I.S Standards or as specified in the specifications.

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

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

Guarantee and Warranty

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

17. Removal of Improper Work

The employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specifications or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to Employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

18. Contractor's Employees

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer /Architects. The contractor shall engage at





least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skills or ability to perform their job efficiently. The contractor shall employ local labourers on the work as far as possible.

No laborers below the age of 18 years and who is not an Indian National shall be employed on the work.

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

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

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

The Relationship between the parties is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or to provide any party with right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

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

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

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





the site or in connection with execution of the works, report such accident to the Employer and also to the Competent Authority where such report is required by law. The contractor shall also arrange to provide Personal Accident Insurance for the labourers.

19. Dismissal of workmen

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

20. Assignment

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or may part share or, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

21. Damage to person and property, Insurance Etc.,

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

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

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

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a Insurance Company approved by the Employer and must be jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of





insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be executed from damage to any property arising out of incidents, negligence, or defects carrying out of this contract.

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

22. Accounts, Receipts & Vouchers

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

Before taking measurement of any work the Employer / Architects shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Employer / Architects then under such event the measurements taken by the Employer / Architects is final and binding on the contractor and the contractor shall have no right to dispute the same.

23. Payments

All bills shall be prepared by the contractor in the form prescribed by the Employer/Architects. Normally an interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc.

The Employer/Architect shall issue a certificate after due scrutiny of the contractor' bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to the payment thereof. The amount stated in an interim certificate shall be the total value of work properly executed.

The Employer will deduct retention money as per tender conditions. The refund of retention money will be made as specified in the said clause. If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be, progressively deducted from the amount due to the contractor in accordance with the quantities in the work.





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

Final Payment

The final bill shall be accompanied by a certificate of completion from the Consultants & Architects. Payment of final bill shall be inclusive of GSTN, and made after deduction of Retention Money subject to the following:

Contractor's removal of his equipment, labour force, temporary sheds/stores etc from the site. (Excepting for a small presence required if any for the Defects Liability period and approved by the Bank)

Retention amount shall be refunded after the completion of the Defects Liability Period after receiving the Employer's /Architects' certificate that the contractor has rectified all defects to the satisfaction of the Employer /Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respects of the work executed.

24. Variation/ Deviation

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

25. Concealed Work

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





26. Variation in Wages

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

27. Idle Labour

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

28. Suspension

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

29. Termination of Contract by Employer

If the contractor being a bankrupt or goes into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater Part, in number amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, Shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by employer to give reasonable security therefore . or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under, or shall neglect or fail to observe and perform all or any of the acts, matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any



of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor, the whole on which shall continue in force as fully if the Contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail. To do so within a period of 14 days after receipt by him, the employer may sell the same by public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

30. Arbitration

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or to the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination, foreclosure of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the either of them and to the employer herein after mentioned be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

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

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

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



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

The Arbitrator shall give a separate award in respect of each disputes or difference referred to him. The Arbitrator shall decide each dispute, in accordance with the terms of the contract and give a reasonable award. The venue of arbitration shall be Chennai.

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

Subject to aforesaid the provisions of the Arbitration Act, 1996 or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal /other legal recourse.

31. Force Majeure

Notwithstanding anything contained herein, neither party shall be liable for its delay in performance or failure to perform its obligations under the contract in the result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the parties. Such events may include, but are not restricted to, acts of god, wars or revolutions, earthquakes, fires, floods or similar natural calamities, epidemic or pandemic or public health emergency, quarantine restrictions, and freight embargoes or acts/ actions of Central/ State Government or any other circumstances beyond the parties control.

In case any Force Majeure situation arises and continues for a period exceeding 15 days, the parties here to undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under the order/ contract.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability.



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

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

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

- a) Those engaged in white washing and or stacking of cement bags or any material that is injurious to the eyes shall be provided with protective goggles.
- b) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- c) The contractor shall not employ men minimum below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work the following precautions should be taken:
 - i. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturer
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

First Aid

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

Drinking Water

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

GENERAL SPECIFICATIONS

To be read in conjunction with particular specifications and bill of quantities

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

1. General:

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

Paint and Polishes

- i. All materials required for the works shall be specified and approved manufacture, delivered to the site in the manufacturer's containers with the seals, etc., unbroken and after use empty containers shall be stored till finally cleared by the employer.
- ii. All iron or steel/ metal surfaces shall be thoroughly scrapped and rubbed down with the brushes and shall be entirely free from rust, etc., before applying the primary coat.
- iii. Metallic polish finishes shall be properly finished, without any flow marks, spots, roughness etc.
- iv. Painting work shall be of high standard, without any brush marks on the finished surfaces and no spots on adjacent furniture, glass, etc.



ARTICLES OF AGREEMENT

This agreement is made at Chennai on this day of _____ Two Thousand _____, INDIAN BANK, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014, (herein after referred to as "The Employer", which expression shall unless excluded repugnant to the context be deemed to include its successors and assigns) of the one part

AND M/s _____ having its registered office at _____ and _____ Office at _____ Chennai. (hereinafter referred to as the "Contractor") which expression shall include its successors, legal representatives and assigns of the second part.

WHEREAS Employer intends / desirous of doing **Tender For " Proposed Interior works (Civil & Furnishing) For Indian Bank, Call Centre Ground Floor, No: 55, Ethiraj Salai, Egmore, Chennai – 600008** and has drawings and specifications, schedule of quantities describing the work WHEREAS the Employer has caused drawings and tender documents to be prepared by his Architect /PMC M/s. Arun Architects NEW No . U-12 Old No. U-27, Anna Nagar, Chennai 600 030.(hereinafter referred to as "Architect").

AND whereas the Employer has called for tenders for the above work as per Employer's NIT dated -----and whereas the tender dt. ----- submitted by the contractor has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. _____ (Rupees) hereinafter referred to as the said "Contract Sum". AND whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract of the tender and work Order for the Employer's project of".

AND whereas parties herein desirous of reducing the agreed terms into writing as under:





NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete all the Electrical Works as per terms and conditions herein contained and according to the general rules & conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by Architect / Employer and to the entire satisfaction of the Employer.

Further, the contractor hereby agrees and undertakes to execute and complete the said works shown in the said drawings and such further detailed drawings as may be furnished to it by the Employer and described in the said specifications and the said schedule of quantities upon and subject to the said conditions. The said tender and allied documents, drawings, specification, priced schedule of quantities, agreement and documents above mentioned shall form the basis part and parcel of this contract and the decision of the Employer as mentioned in the condition of contract with reference to all matters of disputes as to materials, workmanship of account and as to the interpretation of the clauses of this agreement or the said conditions shall be final and binding on both the parties.

The contract herein contained comprises of the said work above mentioned and all subsidiary works connected therewith in the same site as may be ordered to be done from time to time by the Employer even though such works may not be shown in the said drawings or described in the said specifications or the schedule of quantities. The contractor hereby agrees and undertakes to do and perform all such works in a thorough and workman like manner, with best materials and within the time limit herein mentioned. The Employer reserves to himself the right to alter the drawings and nature of the work and of adding or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively as such conditions contained. It will be the entire responsibility of the contractor to procure all materials required for the said works.

2. Contract Price, Taxes and Payment Terms: Total contract price is Rs..... which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive





of all taxes / GST & duties including excise duty, sales tax, works contract tax, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Sales tax on works contract & Income tax on payments shall be levied as per prevailing rules and will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under Income Tax Act 1961.

However, interim payment will be made as per the site measurements on Item Rate basis and certification of the Architect and the Employer shall for such works pay to the contractor such sums as shall become payable at time, in the manner specified in the said conditions.

3. Completion Period:

Time is the essence of the Contract. The work is to be completed in all respects within 30 days from the date of receipt of the Work Order /letter of intent by the Contractor or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

The contractor shall complete the said work as specified above from the date of commencement of work as per work order for the work and will remove from the site all plants, scaffoldings, materials in use, rubbish and leave the work site clean within the said period.

4. Earnest Money:

The Contractor has deposited Demand Draft / Bank Guarantee for an amount of **Rs.37,500/- (Rupees Thirty Seven Thousand Five Hundred Only)** as Earnest Money.

5. Inspection of Site:

The Contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way entitle the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing. The site will be handed over to the contractor as per the terms of tender and in no case the contractor can claim for non suitability of site condition for extension of time unless employer opinions the other way.



6. Supply of Material and Labour:

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work as per the terms of tender and specification / BOQ etc.,. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the Architect / Employer. All such materials not approved by Architect / Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Architect / Employer may from time to time require or if so desired by the employer.

7. Defective Work / Materials:

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the 'Architect / Employer'. The decision of the Employer /Project Management Consultant in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

The Contractor should discuss about the work they are going to carry out with Architect / Employer before they take up the work. In case of any damage done to the water proofing and detect leakage due to the same, the contractor will be made responsible to rectify the same at their cost to the full satisfaction of the bank.

8. Inspection of Work:

During progress of the work the site engineer of the Employer and Architect / Employer shall be entitled at all times to have access to and inspect the work. If the work is inspected by the any Government/ Bank's authorized persons, the contractor will fully co- operate and extend all help to meet the observations.



9. Supervision:

The Contractor shall provide one or more competent and technically qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Architect / Employer.

10. Compliance with Statutory Regulations & Work Rules:

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer in this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job. This clause should be read in conjunction with clause mentioned in tender document.

11. Determination of Contract:

In the event of Contractor failing to keep / adhere to agreed schedule of work, or in the event of the Contractor failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Contractor failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Contractor's risk and cost, another contractor or sufficient number of workmen to complete the work.

12. Force Majeure:

Notwithstanding anything contained herein, neither party shall be liable for its delay in performance or failure to perform its obligations under the contract in the result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the parties. Such events may include, but are not restricted to, acts of god, wars or revolutions, earthquakes, fires, floods or similar natural calamities, epidemic or pandemic or public health emergency, quarantine restrictions, and freight embargoes or acts/ actions of Central/ State Government or any other circumstances beyond the parties control.





In case any Force Majeure situation arises and continues for a period exceeding 15 days, the parties here to undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under the order/ contract.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability.

13. Arbitration:

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or to the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination, foreclosure of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the either of them and to the employer herein after mentioned be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

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

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

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

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

The Arbitrator shall give a separate award in respect of each disputes or difference referred to him. The Arbitrator shall decide each dispute, in accordance with the terms of the contract and give a reasonable award. The venue of arbitration shall be Chennai.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees , if any , of the Arbitrator who may direct to and by whom and in what manner such cost or any part thereof shall be paid and may fix or





settle and amount of cost to be so paid. The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal /other legal recourse.

14. Architect:

The term Architect in the said conditions shall mean the said M/s. Arun Architects, Chennai or in the event of it being ordered to be wound up or in ceasing to be the Architect for the purpose of this Contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions provided always that no person subsequently appointed to be Architect / Project Management Consultant under this Architect / Project Management Consultant shall be entitled to disregard or overrule any provision, decision or approval or direction given or expressed by the Project Management Consultants for the time being.

15. The several parts of this contract have been read and fully understood by us.

16. Following shall be deemed to form and be read and construed as part of this agreement, tender document.

viz

- a) The Bid No / date.
- b) The award letter No / date.
- c) References as mentioned in the award letter
- d) All the correspondences till award of contract

IN WITNESS where of the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Witness Address Employer

Witness Address Contractor



SCHEDULE OF QUANTITIES

Sl.No	Description	Qty	Rate	Unit	Amount (Rs)
1	PARTITION				
a	PARTLY GLAZED FULL HEIGHT PARTITION				
	<p>Supplying & installation of full height Partly Glazed partition made of 50mm x 50mm size aluminium framework of 2mm thickness vertical members at every 2'-0" c/c and horizontal members at floor, lvl 3'-0", lvl 7'-0", lvl. false ceiling and RC ceiling level screwed with 8 mm thick calcium silicate board on both sides & finished with approved colour of 2 coats of plastic emulsion paint over a primer coat. The partition to be fitted with 8mm thick clear float glass of height 4'0" & width variable as per size held suitably in paint quality TW frames of size 1½"x 1½". The partition to also have a skirting of 4" depth made of 12mm thick calcium silicate board & finished with 2 coats of plastic emulsion paint over a primer coat.</p> <p>Note: The aluminium framework shall be done up to roof level for partition & the area for partitions shall be calculated only upto the bottom of false ceiling level.</p>	350		Sqft.	
b	Full Height Solid Partition				
	<p>Supplying & installation of full height solid partition made of 50mm x50mm size aluminium framework of 2mm thickness with vertical members and horizontal members at every 2'-0" intervals and screwed with 8 mm thick calcium silicate board on both sides & finished with approved colour of 2 coats of plastic emulsion paint over a primer coat. The partition also have a skirting of 4" depth made of 12mm thick calcium silicate board & finished with 2 coats of plastic emulsion paint over a primer coat.</p> <p>Note: The aluminium framework shall be done up to roof level for partition & the area for partitions shall be calculated only upto the bottom of false ceiling level.</p>	970		Sqft	
2	COLUMN CLADDING				
	<p>Supplying & installation of column cladding / boxing by 8 mm thick calcium silicate board fixed to a backing of 50mm x 25mm Aluminium framework and finished with 2 coats of plastic emulsion paint over a primer coat.</p>	280		Sqft	
3	ENTRANCE DOOR				
	<p>Providing main entrance door of size (4'-0" x 7'-0") with 2 shutters made of paint quality Ghana Teak frames of size 6" x 2" for bottom rail and 4" x 2" T.W frame for top, side rails as per design with 12 mm thick float glass including frosting / etching as per design fitted into the frames. The S.S. door handles of 2'-0" depth & 2" dia to be fixed on both sides of the door as</p>	42		Sqft	

	per the design. The door to have polish/paint and heavy duty floor springs of (Everite or equivalent) with SS tower bolts, locks of (Dorma, Godrej), heavy duty door stopper etc. as per design. Item to include lock, all necessary hardware of Stainless Steel finish as approved by the Project Consultant / Bank complete in all respects.				
4	FLUSH DOOR Supply and installation of 30mm thick flush doors of external lipping of approved manufacture in the partitions finished with 2 or more coats of synthetic enamel paint over a coat of primer coat of approved color & even shade. The door to be complete with all accessories such as door closer of (Dorma, Godrej), handle, lock of (Dorma, Godrej), SS hinges, Heavy Duty door stopper of approved manufacture. All necessary hardware of Stainless Steel finish as approved by the Project Consultant / Bank complete in all respects.	168		Sqft	
5	PLASTIC EMULSION PAINT Scrapping the existing surfaces thoroughly and Apply 2 or more coats of plastic emulsion over a coat of primer of even shade, putty (wherever required). Paint as per manufacturer's instructions. Rate shall include labour, materials, scaffolding, tools & hardware and other necessary items for proper completion of work.	2105		Sqft	
6	ENAMEL PAINT				
a	ENAMEL PAINT Scrapping the existing surfaces of MS grilles of windows and over metal surface, apply 2 or more coats of synthetic enamel paints over a coat of metal primer of approved and even shade. Rate shall include labour, materials, scaffolding, tools & hardware and other necessary items for proper completion of work.	225		sqft	
b	ENAMEL PAINT Scrapping the existing surfaces of existing tiles false ceiling board and apply 2 or more coats of synthetic enamel paints of approved and even shade. Rate shall include labour, materials, scaffolding, tools & hardware, removing & fixing of false ceiling tiles from grid and other necessary items for proper completion of work.	3200		Sqft	
7	Servicing of existing Aluminium sliding widows (irrespective of size) at site by making good / replacement of any damaged aluminium sections, Rollers, Rubber beadings etc., for its proper functioning such as opening & closing without any air gap. Rate shall include labour, materials, tools & hardware and other necessary items for proper completion of	15		Nos	

	work. (Contractor shall visit site to ascertain the quantum of repair works before quoting for the job)				
8	Renewing old / damaged glazing in aluminium window with new float glass (plain) panes of 4.0 mm thickness finished with sun film along with replacement of EDPM rubber / neoprene gasket & aluminium snap beading of required length. Rate shall include labour, materials, tools & hardware and other necessary items for proper completion of work. (Contractor shall visit site to ascertain the quantum of repair works before quoting for the job)	125		Sqft	
9	Supply and installation of 600mm x 600mm mineral fiber board to the same specifications as per existing false ceiling at site as instructed by the Project Consultant / Bank complete.	300		Sqft	
10	Repairing of existing wooden cabinets at site by removing and replacing any damaged plywood, removing existing finish and re-laminate with approved colour and finish of 1mm thick laminate on all visible surfaces and replacing all accessories such as H handle, lock, tower bolt of minimum 4" at top and bottom of each storage unit. (Contractor shall visit site to ascertain the quantum of repair works before quoting for the job)	145		Sqft	
11	Carpet Flooring Providing & fixing of nylon/PP carpet flooring of 550gm/sq.m and 6 to 8mm mm thick carpet tiles of design,shade and finish approved by the architect,laid with proper rubber based adhesive solutions such as Dunlops-758 or equivalent, with all materials and labour complete. Basic price :Rs.80 SFT. The rate including leveling of exsiting undulated flooring by suitable materails if any	3300		Sqft	
12	Conference Table Supply and installation of conference table of size 8'-0" length and 4'-0" width made of 12mm thick toughened glass top, bevelled at the edges and etched to suitable design on the surfaces. The top to be supported by a plywood boxing of size 6'-0" length, 2'-0" width and 2'-6" height made of 18mm thick BWR grade plywood and fitted with 3mm thick veneer of suitable shade, and finished with melamine polish after necessary surface preparation.	1		Nos	
13	Linear Workstation - Sharing Size: 1050x600x750/1200ht				
	Supplying and installation of Linear Working Table OF Size 1050mm x 600mm x 750 mm 25 mm thick pre laminated table top with under structure Race way, Soft closing access flap etc. Privacy Divider (by Glass & Magnetic Fabric Board)	66		Nos	

<p>Metal Key board & CPU trolley as per below specification</p> <p>Under Structure: Under structure made of straight leg which should be fabricated with cross connector by CO2 welding MS ERW Tube of size 50mm Dia x 1.5 mm thk with the base of MS tube fitted with Glide Plate Over M8X5Ornm PU leveler. The leg shall be supported by the cross connector ,which shall be MS ERW RHS 30mm X30mm (RHS) ,1.5 rent thick members at upper level. The rate inclusive of 300mm X1.2 mm thick CRCA sheet as a perforated stiffener (Laser cutting as per design) by suitable welding wire management suitable MS race way shall be provided for vertical & horizontal wire management in the middle of the under structure including race ways shall be finished within min 50 micro thickness of epoxy polyester power coating. (Deviation: Understructure - 50x50 square MS powder coated leg with MS powder coated horizontal beam supports quoted)</p> <p>Table Top: The table top shall be 25mm thick twin side Pre Laminated Particle board confirming to IS:3087 laminated with laminate of thickness 0.8mm confirming to IS: 2046 and glued with PVAC. 2mm PVC lipping to be done which is glued with Hot melt EVA glue and to be fitted under structure by MS supporter, the rate including providing soft closing access flap having 450/500 x120 mm in the table. The rate including accessories: Metal CPU trolley (Safe load 20Kgs).</p> <p>Key board tray should have 1.2mm thick CRCA sheet with slides Tray size should be 530mm 197 mm fixed on the table top (bottom side). (Note: Access flip open box - 8 module quoted)</p> <p>Privacy Divider (Partition) in centre of the table: Front side partition for the entire length of linear table, the panel partition shall be 15/30 mm thick powder coated suitable aluminium extrusion vertical trim and horizontal trim. The panel shall be 2nos x 3mm thick painted glass and fabric magnetic tiles, fabric upholstered metal tiles in 0.6mm thick G.I grade 'O' as per IS:277. The fabrics should be upholstered with adhesives back to back, or Equivalent approved. (Deviation: privacy Divider - 900mm length x 450mm height White board with magnetic board quoted)</p> <p>The suitable fixing arrangement to be made for firmly fixation on the under structure. The rate including of installing (Size 1200 x 450mm) 10mm thk toughened intermediate beveled glass divider with necessary fittings and hardware as per approved design above table top.</p>				
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	<p>Mobile pedestal (2d/1f) - of size 300w x 500d x 600 ht (1 box and 2 file drawer) shall be made up of mdf shade with approved laminate and with central locking with dual key, the drawer inner tray to be of approved shade which should be fitted to the approved make telescopic channels for smooth movement. the front facia with 19mm prelam mdf board with 2mm thick pvc edge banding and mounter with 4" ss handles.</p> <p>The cost of include the supporting system to privacy divider and under structure such as brackets / fasteners / joining posts / race ways 2 nos / wire management cleats / runners etc. (Basis Cost of Fabric Rs. 300 / per running meter.)</p>				
14	<p>CM Table and Side Table Size: 1500*750*750 mm / 900mm*450*750 mm</p>				
	<p>Understructure made of straight leg which should be fabricated with cross connector by CO2 welding MS ERW Tube of size 50.8mm Dia x 1.5 mm thk with the base of MS tube fitted with Glide Plate Over M8 X50mm metal leveler. The leg shall be supported by the cross connector, which shall be MS ERW RHS 30mm X30mm (RHS) ,1.5 mm thick members at two levels in 3 side along with 500mm ht X1.2 mm thick CRCA sheet as a perforated stiffener (Laser cutting as per design) by suitable welding.</p> <p>The under structure shall be finished within Min 50 micron thickness of epoxy polyester powder coating. Or, Under structure may be equivalent (powder coated MS or Aluminium) proposed and approved by the Bank.</p> <p>The table top shall be 12 mm thick toughened glass with lacquered finish as per design (curved) fixed by SS studs through the legs along with PU rubber gasket with all accessories for firmly fixation. Side Table (900mm*450mm) : The same as above but top shall be finished with 25 mm thick twin prelaminated (0.8mm thick) Particle Board with 2 mm pvc edging , to be fitted on the MS straight leg by suitable accessories the rate inclusive of providing wire management by Soft closing access flap as per approval.</p> <p>The rate including accessories: Metal CPU trolley (safe load 20 Kgs). & Key board tray should have 1.2 mm thick CRCA sheet with slides Tray size should be 530mm* 197mm fixed on the table top (bottom side).</p> <p>(Note: 1. Access flip open box - 8 module quoted 2. Mobile pedestal (2d/1f) - of size 300w x 500d x 600 ht (1 box and 2 file drawer) shall be made up of</p>	2		No	

	mdf shade with approved laminate and with central locking with dual key, the drawer inner tray to be of approved shade which should be fitted to the approved make telescopic channels for smooth movement. the front facia with 19mm prelam mdf board with 2mm thick pvc edge banding and mounter with 4" ss handles.				
15	VERTICAL BLINDS Providing and fixing vertical blinds as per the approved design and shade including standard fitting as per the manufacturer's specifications. (vista levelor, Trac etc.)	230		Sqft	
16	Full Height Storage Cabinet Providing and fixing in position full height storage of different size and depth 1'-0" as shown in drg. using MR Grade MR Grade Plywood of required thickness finished with 1mm thick laminates as shown in the drawing and all other sides shall be finished with white enamel paint as detailed therein. The storage units shall be provided with handles (Stainless Steel finish), brass hinges and locking arrangement as per approval of the Project Consultant / Bank. All exposed MR Grade MR Grade Plywood surfaces to be finished with 1mm thick laminate of approved make and shade all exposed edges of MR Grade MR Grade Plywood to have 1" X ¼" T.W. lipping. All exposed T.W. sections to be polished in matching colour laminate and internal surfaces to have white enamel paint as directed. Item to include all necessary hardware and fittings in Stainless Steel finish, Godrej multi purpose locks including magnetic ball catcher etc. complete in all respects.	180		Sqft	
17	Dismantling the existing plastering thoroughly to expose the brick work and removing all the debris completely from the site.	150		Sqft	
18	Clearing the surface thoroughly and applying 2 coats of BRUSHBOND as water proofing treatment to the walls complete as per employer / Architect instructions.	150		Sqft	
19	Plastering the brick walls (finished with water proofing) in CM 1:4 with approved quality of M-Sand (as per employer / Architect instructions) complete with curing etc.	150		Sqft	

20	Buyback for dismantling and taking away the following materials from the site. Note: The rate shall be inclusive of GST @ 5%				
a.	Partition (Full Height / Partly Glazed Full / Low Height)	-938		Sqft	
b.	Entrance Door / single door along with floor spring / door closer.	-45		Sqft	
c.	Open Shelves	-450		Sqft	
	Total amount (excluding GST)				

Place:

Date:

Signature of contractor with seal

LIST OF TYPE AND MAKE OF MATERIALS TO BE USED

Sl. No.	Description	Material	1.Colour shade 2. Code No. 3. Name of Manufacturer
1	False ceilings - Cabins	12mm thick Mineral fiber tile* 600mm x 600mm	1.White 2. Armstrong, 3.Dikin 4.Gyproc, USG ceilings or equivalent
2	Partitions	Frame work: Made of 2" x 2" aluminium Section 2 mm thickness	Indal, Jindal or equivalent
3	Laminates:	1.0mm thick laminate* For table top-1.5mm thick for table top and others 1.0mm thick laminate* 25mm thick post formed 0.8mm thick decorative laminate.	1. Fusion Maple (wood finish)* 2. Formica 3., Euro lam, Green lam, Merino or equivalent*
4	Counters/tables	Particle Board	1. Century ply 2. Green
5	Column cladding	MDF / Calcium Silicate board	1.Formica, 2. Euro lam, 3.Green lam, Merino or equivalent*
6	Wall painting	Acrylic Emulsion, Enamel	1. Asian paints, 2. Berger paints, 3.ICI
7	Pinup Board for work station	Fabric	1.Maroon 2.Velvet or equivalent
8	Painting for metal / false ceiling board	Synthetic enamel paint	1.Oxford Blue 2. Asian paints, 3. ICI Paints,
9	Door Closer / Floor Springs		Dorma / Ozone, Godrej
10	Locks		Dorma / Ozone, Godrej
11	All the Hardware's (Handles, Lock, Hinges, Door Stopper etc.,)		Dorma / Ozone, Godrej
12	Clear Glass/ Tinted Glass		Indo- Ashahi, Saint Gobin, Modi- Guard
13	Solid Doors		Century ply, Green ply, Merino
14	Vitrified Flooring (1st Quality)		Asian, Johnson, Kajaria, Simpolo