



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

## TENDER DOCUMENT

**S/ITC OF AIR CONDITIONING SYSTEM ALONGWITH ASSOCIATED ACCESSORIES FOR  
SETTING OF HRMS IN INDIAN BANK PREMISES AT 3RD FLOOR, NO. 7, PRAKASAM ROAD, T  
NAGAR BRANCH PREMISES, CHENNAI - 600017**

## PART-I TECHNICAL BID

Ref.No: CO:EST:HRMS -04

Date : 02.12.2021

Name of the contractor:

.....  
.....  
.....

Last date of submission of tenders	13.12.2021 upto 15.00Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
Date of opening Tender	13.12.2021 upto 15.30Hrs . at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
Cost Of Tender	Free Of Cost.

This Tender document contains 23 pages

Page 1 of 23



## INDEX

<u>DESCRIPTION</u>	<u>PAGE NOS.</u>
FORM OF TENDER	3
NOTICE INVITING TENDER	4 – 6
GENERAL RULES AND INSTRUCTIONS TO TENDERERS	7 - 14
ARTICLES OF AGREEMENT	16 - 19
APPROVED LIST OF MATERIALS	20-21
DRAWINGS	22-23



## FORM OF TENDER

TO

**Indian Bank**

Corporate Office,  
Premises, Estate & Expenditure Dept,  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai – 600 014.

Dear Sirs,

SUB: Invitation of Tender for air conditioning system along with associated accessories for setting up HRMS in Indian Bank premises at 3rd floor, No. 7, Prakasam road, T Nagar Branch Premises, chennai - 600017.

Having examined the Prequalification criteria, forms, Tables & Performa, drawings, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.6,000/- (Rupees Six Thousand only)** by crossed demand draft payable at Chennai and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs.6,000/- (Rupees Six Thousand only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for 60 **(Sixty) days** from the date of opening of Envelope No.1.

I/We enclose the completed tender documents duly signed under sealed envelopes and the Earnest Money Deposit Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Bank Draft / Bank Guarantee No. .... dated ..... Issued by .....

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of  
Tenderer who has the Power to do so]

Place:  
Date :

Witness

Signature:  
Name:  
Address:  
Seal:





**INDIAN BANK**  
**NOTICE INVITING TENDER/BID**

Indian Bank, Corporate Office ,Premises ,Expenditure & Estate Department ,Chennai-14 invites sealed Tender under Two Bid System containing Part-I (Technical Bid) & Part -II (Financial Bid) from Established Air conditioning contractor , experienced in AC system and authorized agency of leading AC manufactured for S/I/T/C of AC System along with associated accessories as per Bill Of Quantities and specification for setting up HRMS at 3rd floor, No. 7, Prakasam road, T Nagar Branch Premises, chennai - 600017

1.	Name of work	Supply, Installation, Testing and Commissioning of 17TR AC System along with associated accessories at Indian Bank, 3rd floor, No. 7, Prakasam road, T Nagar Branch Premises, Chennai - 600017.
2.	Estimated cost of work	Rs.6.00 Lakhs
3.	Period of completion	30 Days, to be reckoned from <b>04<sup>th</sup> Days</b> from the date of Work Order and including submission & approval of drawings. Detailed works program to be submitted and approved
4.	Validity of Tender	60 Days from the date of opening
5.	Defects Liability Period	12 Months from the date of virtual completion of work
6.	Earnest Money Deposit (EMD)	Rs.6,000/- (Rupees Six Thousand only) by way of DD in favour of "Indian Bank" payable at chennai.
7.	Initial Security Deposit (ISD)	2% of the Bid Amount (Including EMD amount)
8.	Retention Money (RM)	8% excluding taxes
9.	Total Security Deposit (TSD) ISD+RM	10% of the project cost.(Initial Security Depository 2% and Retention Money 8%) 50% will be released after 15days of payment of the final bill and the balance 50% will be released after the Defect liability Period of One year).
10.	Value of work for Interim/adhoc Payment	As per payment clause.
11.	Liquidated Damages	<b>1%</b> per week of the Contract Value subject to maximum total of <b>10%</b> of final Contract value
12.	Tender Documents	The Tender Documents can be downloaded from the Bank's website <a href="http://www.indianbank.in">www.indianbank.in</a>
13.	Cost of Tender Documents	Free of Cost.
14.	Last date &Time of submission of tenders	<b>13.12.2021</b> upto 15.00Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
15.	Date & Time of opening of Technical Bid	<b>13.12.2021</b> at 15.30Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
16.	Date & Time of opening of Financial Bid	To be intimated only to the tendered qualifying in Technical Bids
17.	Minimum Eligibility Criteria	1. Should be authorized dealer / OEM air-conditioning unit.



		<p>2. Should be in business for the past 5 years in carrying out similar nature of works ending <b>31.03.2021</b>.</p> <p>3. Should have carried out similar work of value (ending <b>31.03.2021</b>)</p> <ul style="list-style-type: none"> <li>One similar works of value not less than Rs. <b>4.80 Lakhs</b> each (OR)</li> <li>Two similar works of value not less than Rs. <b>3.00 Lakhs</b> each (OR)</li> <li>Three similar works of value not less than Rs. <b>2.40 Lakhs</b> each.</li> </ul> <p>4. Full time local office set –up in Chennai.</p> <p>5. Should not have incurred any loss during the last three years ending <b>31<sup>st</sup> March, 2021</b></p> <p>6. Should have valid GST NO.</p> <p>7. Similar works means: S/I/T/C of Air conditioning unit system with any of Central/State Govt Dept, Central Autonomous body, PSU, Corporate, reputed institution.</p> <p><b>Sufficient proof has to be attached duly sealed and signed by the applicant for all the above.</b></p>
16.	Recovery towards Taxes	As per rules applicable time to time

**Note:**

- Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3<sup>rd</sup> Cover) and sealed and super-scribed **Tender for of S/I/T/C of AC System along with** associated accessories for setting up HRMS at 3rd floor, No. 7, Prakasam road, T Nagar Branch Premises, Chennai - 600017 and addressed to the Assistant General Manager, Indian Bank, Corporate Office : Premises, Expenditure and Estate Dept., No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014.
- Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions / Bids not filled up in Pen are liable to be rejected.
- Earnest money will not carry any interest.
- Applications for issuance of tender without complete information and certified photocopies of documents in support of fulfilling the Pre-qualification criteria will not be entertained.
- If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up the work in Indian Bank.
- The Bank reserves the right to verify the particulars furnished by the applicant independently.
- Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports **(if required)** from previous employers for only those firms who fulfill the aforesaid Pre-qualification criteria and that specified in Technical bid.



8. The bank reserves the right to reject any tender/bid without assigning any reason and to restrict the list of qualified contractors for opening of the financial bid to any number deemed suitable by it, from out of the bids received.
9. Bank is not bound to accept the Lowest (L1) tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
10. Submission of a tender by a tenderer implies that he/she has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
11. Return of EMD of remaining tenderers who were unsuccessful in the tender process will be done within a reasonable time say not exceeding 21 days from the date of acceptance of tender/tenders by the L1 bidder.
12. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorised Signatory before submission.
13. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
14. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.
15. Clarifications, if any, pertaining to this bids may be referred to Indian Bank, CO: Premises, Expenditure and Estate Dept., on telephone no. **044-2813 / 4401/4619**

**ASSISTANT GENERAL MANAGER (P&E)**

Signature & Seal of the Tenderer





## GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS/BIDDER

### 1 Definition of terms / interpretation:

- i. *Employer/Owner/Bank /Indian Bank/ Accepting Authority shall mean Indian Bank with their Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 and any of its employees representative authorized on their behalf.*
- ii. *Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bidered /tendered”, “bidding”/“tendering”, etc. are Synonymous.*
- iii. *Day means calendar day. Singular also means plural*
- iv. *“Contractor” means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person*
- v. *Tenderer: The term ‘Tenderer’ shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.*

- 2 **Earnest money amounting to Rs.6,000/- (Rupees Six Thousand only)** in the form of Demand Draft drawn in favour of “Indian Bank”, payable at Chennai must accompany each tender. EMD amount will not carry interest. Tender without earnest money will be summarily rejected.

### 3 SUBMISSION OF TENDER:

- I. The Tender must be submitted in original and as per details given hereunder. The rates shall be filled in the Schedule given in **Part II**, of the tender document.
- II. Tender shall be submitted in two parts in separately sealed envelopes as described below:
  - a. **Part I** : Technical bid ,PQ Documents ,EMD
  - b. **Part II**: Priced Schedule of Quantities in Original
- III. The envelopes containing Volume I and Volume II of offers shall be duly superscribed with the above titles.
- IV. Part II of offer shall contain only the “Schedule of Quantities” and no conditions whatsoever. Any conditions/stipulated by the tenderer in Part II will not be taken into consideration for evaluation of the tenders.
- V. Tenderers are requested to quote strictly as per the terms and conditions, specifications, drawings and tender documents and not to stipulate any deviations.





- VI. Addendum/ Corrigendum to this tender document, if issued, must be signed and submitted along with the tender document.
- VII. All pages to be initialed:
- All pages of tender documents including any corrections, additions or deletions shall be initialed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorising him to sign on behalf of the Tenderer before submission of tender.
- VIII. Rates to be in figures and words:
- The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed & seal by the Tenderer.
- In case of discrepancy between the rates given by the contractor in words and figures or in the amount worked out the following procedure shall be followed.
- When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor, shall be taken as correct.
- When the amount of an item is not worked out by the contractor or it does not correspond with the rates quoted by the contractor in figures as well as in words, the rate quoted in words shall be taken as correct.
- IX. When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- X. In case there is a difference in rate indicated in the original and duplicate copies of the tender submitted by the tenderer, the rate indicated in the original copy will be applicable.
- XI. Corrections and Erasures
- Corrections and alterations in the entries of tender papers shall be signed in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.
- XII. The tender shall contain the names, residence and place of business of person or persons making the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by Corporation shall be signed by an authorized representative, and a Power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.
- XIII. When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.
- 4 The Indian Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.







- 5 The rate quoted by the Tenderer shall be net (excluding GST), up to the stage of incorporation and handing over site. All taxes including (excluding GST) or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Indian Bank will not entertain any claim whatsoever in this respect.

**The rate quoted should be excluding GST.**

**The vendor who wishes to quote for the tender should have GST registration and should mention the registration number.**

- 6 The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
- 7 No employee of the Indian Bank is allowed to work as a contractor for a period of two years of his retirement from Indian Bank service, without the previous permission of the Indian 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 Indian Bank as aforesaid before submission of the tender or engagement in the Tenderers service.
- 8 The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Tender. If any tenderer who withdraws his tender before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 9 The tender for the work shall not be witnessed by a Tenderer or Tenderers who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.
- 10 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.
- 11 Transfer of tender documents purchased by one intending Tenderer to another is not permitted.
- 12 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Guarantee / Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the Bank Guarantee / Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.
- 13 The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier.
- 14 The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Bank Guarantee/ Demand Draft towards Security Deposit.
- 15 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.



## 16. PAYMENT TERMS

The payments terms for the purchase of listed items & Accessories.

- a. 70% of the total cost of the AC units is eligible after supply of machines at site and providing suitable invoice.
  - b. 95% of the total cost of work is eligible after 15 days upon complete installation, testing & commissioning of the AC system and certification of works, after deduction of previous payment subject to deduction of TDS and along with ISD.
  - c. The balance 5% will be retained towards retention money during the guarantee period (as performance guarantee) and will be paid after the successful completion of the guarantee period. Tenderers quoting commercial terms other than those indicated will be liable for rejection.
- 17 The acceptance of a tender will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
  - 18 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
  - 19 All rates shall be quoted on the proper form of the tender alone. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
  - 20 An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment along with sealed tender, the same may be considered.
  - 21 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
  - 22 The Contractor shall within 4 days of receiving the WORK ORDER submit **initial security deposit of 2%** of the contract value in the form of a Demand Draft. On acceptance of the Demand Draft, the Earnest Money Deposit shall be refunded to the Contractor.
  - 23 The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the building secretary/ association. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.
  - 24 The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar dippings, bricks, steel, shuttering materials or any other material / rubbish.
  - 25 Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor

and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.

- 26 Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 27 Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
- 28 The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
- 29 The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc in connection to the air-conditioning works .
- 30 The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
- 31 The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
- 32 No advance payment is permitted and only one interim payment /ad hoc payment is permitted after supply of AC Machines as per clause no. 16.
- 33 **The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act whichever higher.**

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

- 34 From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at



his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing paragraphs. In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor.

Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor/nominated Sub-Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub-Contractor. Such an insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor / Sub-Contractor may be in their Employer's names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of **Rs. 1.0 lakh**. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within **Four days** of its issue by the Insurer.

- 35 The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.
- 36 The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.



- 37 If the work is not started within **4 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistent to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 days notice to the contractor. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages.
- 38 The time allowed for completing the works is **30 days** to be reckoned from **4<sup>th</sup> Days** from the date of Work Order / date of handing over site whichever is later. Tenderers shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
- 39 If the Contractor fails to complete any or all the works by the date/s named in **Clause 38** (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- 40 The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within **4 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 41 The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within 15 days from the date of proper submission of bill & measurements, as per payment terms mentioned in the Clause no.:16.
- 42 .At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the same has to be incorporated by the contractor and It shall be treated as a variation.
43. Single Power point & Water for work will be provide by bank at free of cost
- 44.The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
- 45.The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
46. Bank shall not be responsible for any lose or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities

- 47 No advance payment shall be made to the contractor on supply of any material supplied at site for execution ; payment shall only be made on execution and completion of any concerned/particulars item.(NOT APPLICABLE)
- 48 Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the bank before submitting the quote..
- 49 The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- 50 The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
- 51 Payment to the contractor shall be made as per actual work done of site.
- 52 The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
- 53 The Bank reserves the right to accept/reject any quotes without assigning any reasons.
- 54 Any work got executed in poor workmanship as pointed out by the Bank' Official will have to be dismantled and redone by the Contractor on his own cost
- 55 Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor
- 56 The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
57. Shop drawings shall be prepared by the contractor for approval of Bank before the commencement of the permanent works/procurement of AC units.

#### **58 Comprehensive Warranty (DLP):**

The Bidder should give 1 year's comprehensive warrantee from the date of completion of the work. During the warrantee period, the tenderer should attend the fault at this own cost and risk. Warrantee period would cover comprehensive maintenance of supplied AC units along with periodical maintenance visits.

#### **59 Annual Maintenance Contract (NOT APPLICABLE)**

The post guarantee annual maintenance charges (AMC) are applicable after completion of DLP of 1 year

The AMC is payable on half yearly basis, after completion of each service period of six months. The Successful Tenderer should agree to provide comprehensive maintenance of the listed items, which shall include preventive and corrective maintenance at the location.





The successful tenderer should execute an AMC Contract. The maintenance also includes replacement of all defective parts. The equipment which is down should be restored to good working condition within 48 hours. Otherwise the successful tenderer shall be liable for a penalty of 1% per week of the breakdown period on the total price of the item under AMC contract. The purchaser reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfilment of the contract.

Only those agreeing with the above conditions may offer their tenders

**ASSISTANT GENERAL MANAGER (P&E),**

Indian Bank Corporate Office,  
Premises, Estate & Expenditure Dept,  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai – 600 014.

Signature & Seal of the Tenderer





## ARTICLES OF AGREEMENT

**THIS AGREEMENT** is made on this ..... day of ..... month of ..... between Indian Bank and having its Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 (hereinafter referred to as the “Employer”) which expression shall include its successor, legal heirs and assignees of the one part.

**AND** M/s. .... having its office at .....

(hereinafter referred to as the “Contractor”) which expression shall include its successor, legal heirs and assignees of the second part.

**WHEREAS** the Employer has caused drawings and tender documents for AC System along with associated accessories for setting up HRMS at 3rd floor, No. 7, Prakasam road, T Nagar Branch Premises, Chennai - 600017.

**AND** whereas the Employer has called for tender vide ref. no. .... dated.....

**AND** whereas the contractor has submitted the tender ref. no. .... dated ..... to the Employer on .....

**AND** whereas the Employer has issued the work order ref ..... dated..... to the contractor to do the work.

**AND** whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract and Work Order.

**AND** whereas the Employer has accepted the Contractor's tender as aforesaid and whereas the tender 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 Agreement”.

### 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 Supply, Installation, Testing and Commissioning of 17TR AC System along with associated accessories in terms and conditions herein contained and according to the general 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 and the supervision of and to the entire satisfaction of the Employer.
- 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 & 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 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.

3) **Completion Period:**

**Time is the essence of the Contract.** The work is to be completed in all respects within **30 days** reckoned from **4<sup>th</sup> day** from the date of issue of the Work Order 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.

4) **Earnest Money:**

The Contractor has deposited an amount of **Rs.6,000/- (Rupees Six Thousand only)** as earnest money by way of DD in favour of "Indian Bank" payable at chennai.

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 relieve 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.

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. 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 Employer. All such materials not approved by the 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 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 Employer. The decision of the Employer 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.

8) **Inspection of Work:**

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.



9) **Supervision:**

The Contractor shall provide one or more competent and technical 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 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 with 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 and materials & works supplied/carried out at site/work place. Also to be adhered as per Tender Clause No.33,34,35&36 of **General Rules And Instruction For The Guidance of Tenderers**

11) **Termination 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:**

This clause will be operative only if the work is delayed by

- a) Acts of God
- b) Earthquake or floods or similar natural calamities.
- c) Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 15 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

13) **Arbitration:**

" In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/ claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/ application of any provision/ clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/ consensus. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".



Submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the bank to seek other redressal/ Other Recourse.

- 14) The Bank and the Contractor agree that this agreement is entered in to on Principal to Principal basis. Nothing contained in this agreement shall be construed to create any association, Joint venture or Partnership or Relationship of Principal and Agent or Master and Servant or Employer and Employee between the Bank and the contractor. The parties to the agreement shall be deemed to be independent entity and employees of wither of the parties shall not deemed to the employees of the other. Neither party shall have authority to bind other other except to the extant authorized herein.

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

Witness Address

Employer

Witness Address

Contractor



**List of Materials of Approved Brand And/ Or Manufacture**

**PREFERRED MAKES**

<b>LIST OF PREFERRED MAKES FOR AIR-CONDITIONING WORKS</b>		
<b>Sl.No</b>	<b>Description</b>	<b>MAKES</b>
1	Air Conditioning Systems	Blue Star / Voltas / Daikin / Mitsubishi / Hitachi / O'General / Carrier
2	Indoors High wall & cassette type units	Blue Star / Voltas / Daikin / Mitsubishi / Hitachi / O'General / Carrier
3	Stabilizers	V-Guard / Premier / Everest
4	Aluminium Sheets	Hindalco / Nalco or equivalent
5	Grills / Diffusers / Dampers	Air master / Air freeze or equivalent
6	Fiber Glass Wool	Uptwiga / Rockwool or equivalent
7	Refrigerant Pipes	Mandev / Parasmani /Jugal/ Mueller brass/Otokompu/Shree Shyam/ Mehta Tubes/ Totaline
8	Axial fans	NADI / Southern Magnetics or equivalent
9	Dash / Anchoring Fasteners	HILTI / Fischer or Equivalent
10	General Hardwares	GKW / Atul or Equivalent
11	MS Structure/Beam/Gurdar/Channel	SAIL/TATA/JINDAL/ESSAR
12	FIRE Sealant	Promat, Hilti, Brila-3M
13	Insulation acoustic	ARMAFLEX/BIRSAL/SUPREME
14	GI Sheets	TATA / JIDAL/ SAIL
15	C-PVC/U-PVC Pipes	Astral /supreme / Avonplast / Wavin/Surya/Polypack/Prakash
16	Switches & Sockets	MK, Anchor (Roma) - Model approved by Engineer Incharge
17	Nitrile Rubber insulation	Hylam / Superlon / rmaflex/ Trocellen
18	Vibration pads	Resistroflex /Dunlop / Dynemech
19	Vibration isolation	Dunlop / Cushy Foot /Resistroflex
20	Power / Control Cables	Polycab / Finolex / RR Kabel
21	Selector Switch, Toggle Switch	Salzer(L&T), Kaycee / Siemens
22	Controllers, controls & Sensors	Honeywell / Schneider/ Siemens
23	Surge Protection	OBO Betterman/ Legrand / ABB
24	Energy Meter	L&T / Secure / Schneider
25	Prefabricated Panels / Distribution boards	L&T, Hager, Legrand
26	Exhaust Fan	Almonard/ Crompton
27	Moulded Case Circuit Breakers / MCB	L&T(D-Sign) / Siemens (sentron) / Legrend / Schneider
28	LED Indication Lamps	L&T / Schneider / Kay cee
29	Ammeter, Voltmeter, KWH,PF, Frequency meter / Digital Meters, Multifunction Meter	L&T / Schneider / EL Measure

30	LUGS & THIMBLES	Dowells / 3M / Comet / Lotus (double comp. type Glands)
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Note –

- Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken to use other brands.
- Preference of makes, supply of items should be consulted with client before effecting of supply.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:





