

**e-TENDER DOCUMENT FOR CONSTRUCTION OF NEW BRANCH  
CUM RESIDENTIAL BUILDING IN THE PLACE OF EXISTING  
INDIAN BANK VELACHERY BRANCH AFTER DEMOLITION OF  
OLD BUILDING**

**AT**

**New Door No.261, Old Door No.32/B,  
Velachery Main Road,  
Velachery, Chennai- 42.**

**TECHNICAL BID**

**VOLUME – I**

**KINDLY NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER.  
MANUAL SUBMISSION OF BIDS WILL NOT BE ACCEPTED**

**EMPLOYER/OFFICE INVITING BIDS**

**Indian Bank, Corporate Office,  
Premises, Estate & Expenditure Dept,  
No.254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai-600014.  
Tel: 044-28134505 /4306 /4401/ 4498**

**PROJECT ARCHITECT**

**Lavanya & Shankar Architects  
Baid Mehta Complex, C-Block, 3<sup>rd</sup> floor  
Old No 183, New No 16, Anna Salai, Saidapet  
CHENNAI – 600015  
Tel: 044-22201055/1066**

**Cost of Tender : Free of Cost**

## SCHEDULE OF IMPORTANT EVENTS

1	Tender Reference Number	CO:EST:VEL:02 Dated <b>11.12.2021</b>
2	Sale of Tender document	Available online through website <a href="https://www.indianbank.in/tenders/">https://www.indianbank.in/tenders/</a> or e-tender website <a href="http://www.tenderwizard.com/indianbank">http://www.tenderwizard.com/indianbank</a>
3	Document Downloading Start Date & Time	<b>11.12.2021 : 10:00 hrs onwards</b>
4	Document Downloading End Date	<b>06.01.2022</b>
5	Pre-Bid Meeting Date & Time	<b>21.12.2021 at 11:00 hrs at Corporate Office</b>
6	Online Bid Submission End Date & Time	<b>07.01.2022 up to 15:00 hrs</b>
7	Online Opening of Technical Bid Date & Time	<b>07.01.2022 at 15:30 hrs</b>

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**FORM OF TENDER (IN THE LETTER HEAD OF THE TENDERER)**

Deputy General Manager (Estate),  
Indian Bank Corporate Office,  
Premises, Estate & Expenditure Dept,  
No.254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai-600014.  
TEL: 044-28134505/4401/4306/4498

Dear Sir/s,

**Sub: e-Tender for Construction of New Branch cum Residential building in the place of existing Indian Bank Velachery Branch after Demolition of old building at Velachery Main Road, Velachery, Chennai- 42.**

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/ We have read and examined the following documents as received by us:

- a) Notice Inviting Tender
- b) Prequalification Criteria, Forms, Tables & Proformas
- c) Information & Instructions to Tenderers
- d) General & Additional Conditions of Contract.
- e) Agreement format
- f) Safety Codes
- g) Integrity Pact
- h) Supplementary Conditions.
- i) Technical Specifications (Volume II)
- j) Schedule of Quantities.(Volume III)
- k) Drawings & Designs (Volume III)

2. I/we hereby certify that all the statement made and information supplied in the Prequalification Criteria- Forms, Tables & Proformas and accompanying statement are true and correct.

3. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

4. I/We are well aware and familiar with updated CPWD, Schedule of Rates and their specifications, BIS publication for relevant works/activities and National Building code which shall apply to this contract to supplement any missing details in this contract in order of preference.
5. I/we have visited and examined the site of the proposed works and have acquired the requisite information relating thereto as affecting the tender invited by Bank.
6. I/We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.
7. I/We obey the rules about confidentiality of tenders and will continue to do so as long as they apply.
8. I/We understand that you are not bound to accept the lowest or any tender you receive.
9. Subject to and in accordance with paragraphs 4 & 5 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we agree and offer to execute all the Works referred to in the said documents upon the terms and conditions contained or referred to therein and to carry out such amendments as may be ordered to be valued as per the conditions of contract.
10. I/We hereby offer to execute the works specified therein at the rate 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 as are specified, by and in all other respects in accordance with such conditions in the Bill of quantities and conditions of contract so far as applicable.
11. I/We undertake to complete and deliver the whole of the works within a period i.e. Eighteen Months / 18 months as specified in the contract and further confirm that the time allowed for completion is adequate. Time allowed for completion of entire job or part job assigned shall be reckoned from the 15th day of the date of acceptance of work order and handing over of site whichever is later. We shall be under the obligation to pay the sum (Liquidity Damages) as stated in the contract for every week that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.
12. I/We hereby agree that unless & until a formal agreement is prepared & executed in accordance with the Articles of agreement, this tender together with your acceptance thereof, shall constitute a binding contract between us.
13. We agree to pay initial security deposit (ISD) of 1% of the contract amount by way of DD in favour of INDIAN BANK, payable at Chennai within 14 days of date of acceptance of tender. We further agree for a deduction of 5% from the running bill

as retention money till accumulating total security deposit. This amount shall be released as per tender clauses.

14. Validity of the tender is 120 days from the date of opening of tender or it may be beyond 120 days if mutually accepted.
15. The bank is at liberty to accept or reject any tender, without assigning any reasons whatsoever.
16. The work may be split up in the first instance as per exigencies of the bank. But it may be split up in more parts or parts combined if so desired by the Bank without assigning any reasons whatsoever. We will not have any claim either for loss of profit or revision in rates.
17. Adherence to the time/ Programme of work will be ensured by us as the project is to be executed in an extremely strict time frame.
18. We are aware that the quantities of work indicated in the bill of quantities are approximate, may vary to any extent, even it may be omitted, we will not have any claim of any kind against the bank.
19. If the tender be accepted, I/We hereby agree to abide and fulfill the terms and conditions of the said contract.

ThankingYou,

Tenderers Name & Signature  
Date and Company Seal:

**LEFT BLANK**

**INTENTIONALLY**

## **E-NOTICE INVITING TENDER (Online Mode)**

Indian Bank, Corporate Office, Estate Department, Chennai-14 invites online tenders under 2 bid system (Two bid System) from reputed and resourceful tenderers for executing **proposed** Construction of Stilt + 5 floors for Indian Bank Velachery branch & Residential units after Demolition of existing Indian Bank Velachery Branch Building (G+1) at New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai- 600042.

1.	Name of Work	New Construction of Stilt + 5 floors, proposed Indian Bank Velachery branch and Residential units at the existing premises.  <b>AND</b>  Demolition of Existing Bank Branch building (G+1) and disposing of unserviceable material and giving credit to the bank for serviceable materials of the building.
2	Location of Site	New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai -42.
3.	Estimated cost of work	Rs.550 lakh
4.	Period of completion	18 months reckoned from the 15 <sup>th</sup> day of issue of the work order or handing over of site whichever is later.
5.	Validity of Tender	120 days from the date of opening of Technical Bids.
6.	Earnest Money Deposit (EMD)	Bid Security Declaration to be submitted as per Proforma XII
7.	Initial Security Deposit (ISD)	1% of the Bid Amount (Including EMD amount if any) excluding GST
8.	Retention Money (RM)	5% against each RA bill ,excluding GST
9.	Total Security Deposit ISD+RM	6 % of the cost.
10	Issue of Tender Documents	The Tender Documents can be downloaded from our Bank's website <a href="https://www.indianbank.in/tender">https://www.indianbank.in/tender</a> or e-tender website <a href="http://www.tenderwizard.com/indianbank">http://www.tenderwizard.com/indianbank</a> from <b>11.12.2021 to 06.01.2022</b>
11.	Cost of Tender documents	<b>Free of Cost .</b>

12.	Pre-bid Meeting	<p>On <b>21.12.2021</b> at 11.00 AM at Indian Bank, Corporate office, Premises, Estate &amp; Expenditure dept, 1<sup>st</sup> floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014. (OR) Through Video Conference (e link details would be uploded in the Indian Bank web site). In such case the tenderers to send a request letter on their letter pad requesting provision of password for the link.</p> <p>All interested tenderers can send their queries through email <a href="mailto:bharathi.raja2@indianbank.co.in">bharathi.raja2@indianbank.co.in</a> and <a href="mailto:hoestate@indianbank.co.in">hoestate@indianbank.co.in</a> atleast before 72hrs of the prebid date and get their queries clarified during the pre-bid meeting.</p>
13.	Last date of submission of Tenders Through online	<b>07.01.2022</b> - 15.00hrs
14.	Online Opening of Technical bid Through online	<b>07.01.2022</b> - 15.30 hrs at Indian Bank, Corporate office, Premises, Estate & Expenditure dept, 1st floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014.
15.	Online Opening of Financial for Eligible Tenderer	<p>Will be intimated later to the Technically Qualified Tenderers only.</p> <p><b>After successful opening of e- price bids, the lowest tendered amount (L1) will be considered as a BASE PRICE.</b></p> <p>Following this, the Reverse Auction will be held through online for fianlizing L1 among the Technically qualified tenderers</p>
16.	Value of work (Certifid Bill value by Architect, exclusive ofGST) for Interim Payment	Minimum Rs.40,00,000/- (Rupees Forty Lakhs Only)(exclusive of taxes)or as decided by the Bank.
17.	Period for honouring interim certificate.	<p>60% of the bill amount (inclusive of GST) shall be honoured within 10 days after getting bill certificate from project architect and/or PMC and submitting to the bank.</p> <p>Balance amount payable within 30 days on getting final bill certificate from project architect and/or PMC and due verification by the Bank after deducting necessary</p>

		taxes and retention amount.
18	Period of Final Payment	3 (Three) months afterissuing of final Bill Certificate by Project Architect.
19.	Liquidated Damages	0.5% for per week of delay on the contract value subject to maximum of 7% of contract value.
20	Release of Total Security Deposit	<p>50% of total security deposit will be returned on completion of following:</p> <ul style="list-style-type: none"> <li>i. After 15 days of the payment of the final bill.</li> </ul> <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> <li>ii. Taking over certificate by Bank</li> </ul> <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> <li>iii. Tenderer's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (excepting for a small presence required if any for the Defect Liability Period and approved by the Indian Bank.</li> </ul> <p><b>Balance 50%</b> of retention money shall be released within 30 days after satisfactory completion of defect liability period and defects free as per the contract clauses.(Pease refer the tender clause of recovery of security deposit )</p>
21.	Defect Liability Period	Twelve months from the date of virtual completion subject to fulfillment complete requirement as per the contract clauses. However, if all the works or more than one works awarded to one contractor the defects liability period will be reckoned from the date of virtual completion of last work.
22	Site Visit	The Interested parties can inspect the building from <b>16.12.2021 &amp; 17.12.2021</b> during the working hours. Other days (within the tender submission period), prior permission to be obtained from Indian Bank Estate Department.
23	Recovery towards taxes.	As per rules applicable from time to time.

24	<u>Contact Person in Bank:</u>	Deputy General Manager (Estate), Indian Bank Corporate Office, Premises, Estate & Expenditure Dept, No.254-260,Avvai Shanmugam Salai, Royapettah, Chennai-600014. Phone 044-28134505/ 4306/ 4401/ 4498
24	Contact Information	Estate Department Indian Bank Corporate Office, Premises, Estate & Expenditure Dept, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 TEL: 044-28134505/ 4306/ 4401/ 4498
25	Helpline Numers for submission of online Bids	Name: Mr. Gunaseelan M. M/s Antares Systems Limited #24, Sudha Complex, 3rd Floor, 4th Block Basavesgwaranagae, Bangalore – 560 079 Support Contact No. 9943277499/080-40482100 Support Email: gunaseelan.m@antaressystems.com

**Note:**

1. Bids to this tender will be accepted only through ONLINE mode through the website <http://www.tenderwizard.com/indianbank>. No other mode of bid will be considered and accepted. For applying Online, the tenderer should contact-tender service provider M/s Antares Systems Limited.
2. Intending tenderers may download tender documents from our Bank's website <http://www.indianbank.in/tender> or e-tender website <http://www.tenderwizard.com/indianbank> from the date & time mentioned above.
3. The technical bid and bid documents duly filled and digitally signed in all respect may be submitted on-line through e-tender website <http://www.tenderwizard.com/indianbank> within date and time (as per server clock) on as mentioned above. Indian Bank does not take any responsibility for the delay caused due to non-availability of Internet connection or Network traffic/Website traffic etc. for on-line bidding.
4. The item rates under the contract include for full, final & entire completion of all works in all respects described in tender specifications and contract conditions of the tender documents & as shown in drawings forming part of the contract. Contractor must quote item rates for all the items of work listed in the Bill of Quantity. The rates quoted by the Tenderer shall be based only on the Drawings, Technical specifications, description in the Bill of quantity, approved make, condition of contract and other tender documents.

5. The Financial bid of technically qualified tenderers will be opened through online mode, to fix the BASE/REVERSE PRICE (L1) of among all the technically qualified bids.
6. The overall lowest price quoted by the tenderer will be considered as Reserve Base Price during reverse auction, further the item wise price of all items shall be arrived from the overall lowest quoted price in the same ratio as quoted by the other tenderers earlier in the financial bid and all the technically qualified tenderers will be considered at same platform.
7. The LOWEST PRICE OF THE SUCCESSFUL TENDERER will be decided THROUGH REVERSE AUCTION ONLY (on Reserve BASE Price) **(Please Refer Annexure 1 & 2)**. It will be considered as a final contract value of the particular project work.
8. The individual Item rates will be arrived based on reverse auction percentages, in the same ratio for each item. The revised items rate shall be considered as final item rate for the respective BOQ, Drawings, specifications and conditions of the tender documents.
9. The Earnest money (if any) of unsuccessful tenderers will be released after issue of work order, without any interest subject to the contract terms & conditions. **(If Applicable)**
10. The notice inviting tenders, the conditions of tender and the duly completed form of tender, final contract value etc. will form part of the Agreement to be executed by the successful tenderer with the bank.
11. The Indian Bank shall 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.
12. Bank is not liable to make any payment to tenderers either for inspection of site or for preparation to submit the tender/bid, regardless of the conduct or outcome of the bidding process.
13. Bank reserves the right to cancel the tender of the tenderer who fails to submit their tender in the prescribed format of bank.
14. The Companies who are registered with Micro, Small & Medium Enterprises and also those having valid NSIC certificate under Government Store Purchase Programme having certificate clearly indicating the amount of “Quantitative Capacity Per Annum” (amount of Quantitative Capacity Per Annum shall be more than the estimated cost of work) are exempted from the submission of Tender

document fee/EMD/BID Security on submission of requisite proof in the form of valid certification from MSME and NSIC., (If applicable only).

15. In lieu of Bid Security/ EMD , As per Govt. Direction, all the eligible /interested tenderers are advised to sign "Bid Security Declaration" as per Proforma XII.
16. Submission of a tender by a tenderer implies that he 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.
17. Any corrigendum/addendum/errata in respect of the above empanelment / Prequalification shall be made available only at our official web site <http://www.indianbank.in/tender> and <http://www.tenderwizard.com/indianbank>. No further press advertisement will be given. Hence prospective applicants are advised to visit Indian Bank web site regularly for above purpose.

DEPUTY GENERAL MANAGER (Estate)

Indian Bank, Corporate Office  
Premises, Estate & Expenditure Dept,  
First Floor,  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai – 600014  
TEL: 044-28134505/4306/4401/4498  
Email: [hoestate@indianbank.co.in](mailto:hoestate@indianbank.co.in)  
[bharathi.raja2@indianbank.co.in](mailto:bharathi.raja2@indianbank.co.in)

**PRE QUALIFICATION  
DOCUMENT  
FOR  
CONSTRUCTION OF NEW BRANCH CUM  
RESIDENTIAL BUILDING IN THE PLACE OF  
EXISTING INDIAN BANK VELACHERY BRANCH  
AFTER DEMOLITION OF OLD BUILDING  
AT  
NEW DOOR NO.261, OLD DOOR NO.32/B,  
VELACHERY MAIN ROAD,  
VELACHERY, CHENNAI- 42.**

## **PREQUALIFICATION CRITERIA**

The intending tenderers should fulfill the following minimum **Pre-qualification Criteria** for the above job and submit the relevant documentation:-

### **A. Pre Qualification Criteria**

#### **1. EXPERIENCE:**

Contractors who fulfil the following requirements supported with documentary proof shall be eligible to apply.

- a) Should have satisfactorily completed the similar works as mentioned below during the last (7 ) Seven year ending March 2021, shall be either of the following.

S.no	Eligibility criteria	Value—Rs. in Crores
1	<b>Three</b> similar (equal to 40%) completed works each costing not Less than	2.20
2	<b>Two</b> similar (equal to 50%) completed works each costing not less than	2.75
3	<b>One</b> similar (equal to 80%) completed work each costing not less than	4.40

The Following documents shall be considered for evaluating the criteria of work experience:

Self-attested copies of work order, Abstract of BOQ along with completion certificate (**indicating the name of work, final amount, completion date etc.**) issued by the client preferably on their letter head for completed work from the officer not less than rank of Executive Engineer.

And, In that, One work of similar nature costing not less than **Rs. 2.0 Cr.** with any Central/State Government Department/Central Autonomous Body/ Central Public Sector Undertaking, Corporate company (More than Rs.100 Crore yearly turnover).

- b) Similar work shall mean “Executing Multistoried RCC Buildings of atleast Ground floor / Stilt floor + 2 floors of Institute Buildings / Large Office spaces / Hospitals / Industrial Buildings / Residential Buildings or equivalent buildings in India, of Built-up area not less than 10,000 sqft. The works includes RCC, Structural works, Block works, Joineries & wooden works, Painting & Finishing work, Façade works including Panelling, Glazing etc, Building services such as Electrical, PHE, Fire Fighting, Lift, Mechanical work etc., for Central /State Govt. Departments / Central PSUs / Central Autonomous bodies/ Private limited companies.
- c) Eligible tenderers have to submit copy of TDS certificate & Completion certificate issued by the employer in support work under eligibility criteria as mentioned in paragraph (a ) for the PQ work along with the Technical bid.
- d) All relevant information should be submitted in the required format as given in the following section ‘Information and Instruction for Tenderers’

#### **2. TURNOVER:**

Average annual turnover from the works for the last three years ending 31st March 2021 should not be less than **Rs.1.65 Crores** (30% cost of works) as per the audited balance

sheet. Year in which no turnover is shown would also be considered for working out the average.

### 3. PROFIT/LOSS:

The Tenderer should be a profit (net) making firm year ending 31/03/2021. The agency should not have incurred any loss (profit after tax should be positive) in more than 3 years during last five years ending 31st March 2021 duly certified by Chartered Accountant. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year.

### 4. SOLVENCY CERTIFICATE:

The tenderer should have a solvency of the amount of **Rs. 2.20 crores** (40%) duly certified by any Scheduled Bank obtained on or after **01.04.2021**.

The tenderer shall have to furnish an affidavit as under:

- a) Latest last three audited financial years has to be submitted by the tenderer along with audited balance sheets. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year.
- b) The Tenderer should be registered, and valid GST Number obtained from competent authority.
- c) Should be income tax assessee (copy of PAN to be enclosed)
- d) Self attested copy of GST registration certificate, PAN No.
- e) Should possess valid, ESI, EPF, Registration Certificate (Remittance challans for the past 6 months should be enclosed along with the technical bid cutoff date 01/06/2021).
- f) Attested copies of performance certificate issued by the clients of the Tenderer should be enclosed, in support of their experience.
- g) Copy of TDS Certificate issued by the employer in support of eligibility criteria.

### 5. Financial Status:

The bidders shall be ineligible to be pre-qualified if they have defaulted on any loan to any Bank / Financial Institution (FI) as per Central Repository of Information on Large Credits (CRILC) database or otherwise or its account has been classified as Non-Performing Asset (NPA) with any Bank/ FI or their companies / promoters / directors appear in Reserve Bank of India (RBI) Caution list, RBI Wilful Defaulter List (Suit filed as well as non-suit filed) or Credit Information Bureau of India Ltd (CIBIL) Defaulter List, updated from time to time. On being included in any of the above lists / or any event of default post the pre-qualification process, the Applicant shall immediately inform the Bank on the inclusion and reasons for inclusion thereof.

The Applicant shall furnish such evidence of eligibility satisfactory to the Bank, as the Bank shall reasonably request.

Bank reserves the right to verify the financial status of bidders through the reports of credit rating agencies (as a part of pre-qualification exercise) to pre-qualify the bidders.

## B . Other conditions

- 1.0 Interested parties meeting the above Tender criteria can download the tender document from bank's website [www.indianbank.co.in/tenders](http://www.indianbank.co.in/tenders) and submit their tenders along with experience profile, proof of meeting the above criteria, attested copies of completion / work in progress certificates from the clients, audited certified

balanced sheet for the last 5 (five) FY years, EPF /GST, Registration as Contractor with various PSUs, State PWDs, CPWD, MES, Railways and Autonomous Bodies, details of Technical and Administrative employees, etc.,

- 2.0 Joint Venture: Joint Ventures or consortium of firms are not permitted.
- 3.0 Submission of Documents through e-Mode(ONLINE) only. All the required documents duly signed by the person authorized to sign the bid shall be uploaded on <http://tenderwizard.com/indianbank>. Tenderers can upload document in the form of JPG format and/PDF format only, before the last date & Time of submission of Tender.
- 4.0 The Panel of pre-qualified tenderers for similar /part scope of works shall be initially valid for three years. However Indian Bank reserves the right to curtail or extend at its sole discretion.
- 5.0 Indian Bank reserves the right to verify the authenticity of the documents submitted by the tenderers. Indian Bank also reserves the right to reject any or all applications, split the works or cancel the process without assigning any reason whatsoever may be.
- 6.0 The applicant must have adequate organizational set up as well as having enough experienced personnel, technical know-how and infrastructure to complete the project well within time frame.
- 7.0 OFFICE IN CHENNAI:

The tenderer should have registered/ local office in Chennai or Chennai agglomeration. In case, If the tenderer is not having their office in Chennai please provide the time by which it is likely to open an office at Chennai with documentary evidence on address and telephone number of responsible contact person.

#### DEPUTY GENERAL MANAGER (ESTATE )

Indian Bank, Corporate Office  
Premises, Estate & Expenditure Dept,  
First Floor,  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai – 600014  
TEL: 044-28134505/4401/4306/4498  
Email: [hoestate@indianbank.co.in](mailto:hoestate@indianbank.co.in)  
[bharathi.raja2@indianbank.co.in](mailto:bharathi.raja2@indianbank.co.in)

## **Pre-Qualification Documents:**

### **1.0 Supporting Documents to be submitted for eligibility criteria:**

- List of Clients for similar nature of work along with documentary evidence about award / completion of works with value, completion period, type Buildings, name and address/ contact person, Designation & Contact No.:
- List of works of similar nature in hand completion with value, schedule date of completion.
- List of Banker along with address, contact number of Branch.
- Turn-over of the establishment for the last 3 financial years, supported by documents.
- Solvency certificate from the Bank for the prescribed value.
- Organizational chart of the establishment.
- Organizational chart for the personnel proposed to be deployed for this tendered project (Engineer, Supervisor, skilled & non-skilled workers, and administrative staff)
- List of plant and machinery available with the establishment & to be deployed on the project.

### **2.0 Documents–**

Following documents are to be duly filled and submitted with supported with credentials/certificates as directed in the respective proforma through online on e-Tendering Portal only.

S.No	Details		To be executed on
1.	General Information of the Organization	PROFORMA - I	Tenderer's letter head
2.	List of major Plant and Machinery in possession of the establishment	PROFORMA - II	Tenderer's letter head
3.	Details of Key Technical and administrative personnel Employees by the establishment	PROFORMA - III	Tenderer's letter head
4.	Financial Information	PROFORMA-IV	Tenderer's letter head
5.	List of similar works satisfying qualification criteria completed during the last 7 years ending March 2021	PROFORMA - V	Tenderer's letter head
6.	Additional information for completed works.	PROFORMA–V(a)	Tenderer's letter head

7.	List of works on hand or awarded as of <b>31.07.2021</b>	PROFORMA—VI	Tenderer's letter head
8.	Performance report for works referred to in Proforma V	PROFORMA — VII	Client's Letter Head
9.	Certificate of Credit facility	PROFORMA — VIII	Banker's letter Head
10	Self-Declaration: No Blacklisting	PROFORMA — IX	Tenderer's letter head
11	Affidavit-1	PROFORMA — X	Stamp Paper (Original to be submitted separately )
12	Affidavit-2	PROFORMA — XI	Stamp Paper (Original to be submitted separately )
13	Bid Security Declaration form	PROFORMA — XII	Tenderer's letter head
14	Proforma on ISO certification (if available)	PROFORMA— XIII	Tenderer's letter head

## Proforma – I

### GENERAL INFORMATION OF THE ORGANIZATION

All individual/ firms applying for pre-qualification are requested to complete the information in this form.

1	Name of Tenderer	
2	Office Address	
3	Local office Address	
4	Address on which Correspondence should be done.	
	Tel.No.	
	Mobile no.	
	FaxNo.	
	E-mail address	
5	Place of incorporation/registration	
6	Constitution of tenderer	
	a)An individual	
	b)A proprietary firm	
	c)A firm in partnership	
	d) A Pvt Limited Company or Corporation	
ii)	Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company as the case may be.	
7	Bank solvency	
8	Turn Over for the years (FY) given below	
	2016 - 2017	
	2017 - 2018	
	2018 - 2019	
	2019 - 2020	
	2020 - 2021	
9	Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies.	
10	Other details: a) EPFNo. b) ESI No. c) Labour license no d) PAN No. e) GSTRegistration No. (Copies to be enclosed)	

11.	Any other information considered necessary but not included above	
12.	Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization	
13.	Was the applicant ever required to suspend works for a period of more than six months continuously after commencement of works. If so, give the name of the project and give reasons thereof.	
14.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons there of.	
15.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details Otherwise, Applicant must Produce self-undertaking on as per the Proforma IX.	
16.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If So, give details.	
17.	Detailed description and value of works successfully completed during the last seven years.	
18.	Furnish names and address of previous organization for which you have executed similar work in the recent past (At least three).	

**Note: Only self attested copies to be furnished.**

**Date & Place**

**Signature & seal of the tenderer**

## PROFORMA—II

### LIST OF MAJOR PLANT AND MACHINERY IN POSSESSION OF THE FIRM

S.No.	Name of Plant & Machinery/equipment	Nos. Available Owned	* Nos. Available Leased Other Than col.No.C
A	B	C	D
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Date & Place **Signature & seal of the tenderer**

Note \*In case of any arrangement for getting the equipment on lease,etc., authenticated proof of the same is to be submitted.Use separate sheets for providing more information.

## PROFORMA - III

### DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM/COMPANY

S.no	Names	Designation	Qualification	Professional Experience	Yearsof Experience in This firm

Date and Place

Seal and Signature of the tenderer

## PROFORMA- IV

### FINANCIAL INFORMATION

Financial Analysis— Details to be furnished duly supported by figures in Balance Sheet/Profit And Loss Account for the last three years ended 31.03.2021 duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

FINANCIAL YEARS	16-17	17-18	18-19	19-20	20-21*
(i) Gross Annual turn-over in Works: mentioned in the NIT					
(ii) Profit or Loss					
(iii) Financial position:					
(a) Cash					
(b) Current Assets					
(c) Current Liabilities					
iv) Net Working capital(b-c)					
(b) Current Ratio: Current Assets/Current Liabilities(b/c)					
(c) Acid Test Ratio: Quick Assets/Current Liabilities(a/c)					
v. Income Tax clearance Certificate					
vi Solvency certificate from Bankers (Scheduled Bank) of Applicant.					
vii Financial arrangements for carrying out the proposed work					

Date and Place

**SIGNATURE OF TENDERER(S)**

**Signature of Chartered Accountant with seal of the Applicant**

\* **NOTE** : If 2020-2021 Auditing is not completed then, Chartered Accountants Certificate on the Provisional Audit certificate to be produced alongwith above proforma details.

## PROFORMA-V

### LIST OF SIMILAR WORKS SATISFYING QUALIFICATION CRITERIA COMPLETED DURING THE LAST 7 YEARS

S.No	Clients Name & Address	Name of the work & Location	Scope of work carried out by the tenderer	Agreement / Letter of Award No. & Date	Contract Value	Date of start	Date of completion	Reasons for delay in Completion, if any	Ref. Or Document (with page no.) in support of meeting Qualification Criterion	Litigation/ arbitration cases pending/ in progress with details*
1	2	3	4	5	6	7	8	9	10	11

\* Indicate gross amount claimed and amount awarded by the Arbitrator.

**Seal and Signature of the tenderer**

## PROFORMA -V(a)

### ADDITIONAL INFORMATION FOR COMPLETED WORKS

1. Name of work:
2. Location :
3. Client's name and address :
4. Architects name and address :
5. Scope of work :
  - a. Total Number of Units :
  - b. Number of floors :
  - c. Height of the building :
6. Specialized equipment deployed for the project :
7. Project Management organization structure :
8. Number of shifts and its duration adopted in execution :
9. Systems adopted for timely completion of the project :

SIGNATURE OF TENDERER

## PROFORMA-VI

### LIST OF WORKS ON HAND

S.No	Clients Name & Address	Name of the work & Location	Scope of work	Agreement/ Letter of Award No. & Date	Duration of projects	Contract Value	Date of start	Expected Date of completion	Reason for if delay

**Seal and Signature of the tenderer**

## PROFORMA-VII

### PERFORMANCE REPORT FOR WORKS REFERRED TO IN PROFORMA (V)

1.Name of the work /Project & Location.

2.Scope of work.

3.Agreement No.

4.Estimated Cost

5.Tendered Cost

6.Value of work done

7.Date of Start

8.Date of completion

a.Stipulated date of completion.

b.Actual date of completion.

9.Amount of compensation levied for delayed  
Completion if any.

10. Performance Report

(1) Quality of work	Very Good/Good/Fair/Poor
(2) Financial soundness	Very Good/Good/Fair/Poor
(3) Technical Proficiency	Very Good/Good/Fair/Poor
(4) Resourcefulness	Very Good/Good/Fair/Poor
(5) General Behaviour	Very Good/Good/Fair/Poor

**Date and Place**

**EXECUTIVE ENGINEER /**

**CHIEF PROJECT MANAGER/ ASST. GENERAL MANAGER**

**OR EQUIVALENT.**

## PROFORMA-VIII

### Certificate of Credit Facility (Solvency) (On Bank's letter Head)

This is to certify that to the best of our knowledge and information that  
Mr/Mrs/Ms..... a  
customer of our Bank is respectable and can be treated as good upto a sum of `  
..... (Rupees ..... only).

It is clarified that this information is furnished without any risk and responsibility on our part  
in any respect whatsoever more particularly either as guarantor or otherwise. This  
certificate is issued at the specific request of the customer.

**Signature**

**Name, Designation &**

**Address of Bank**

**BANK'S SEAL**

**NOTE:**The above certificate shall be from Scheduled Bank.

## PROFORMA- IX

### SELF-DECLARATION – NO BLACKLISTING

It is hereby certified that, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible on account of corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for any other reasons by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

The Organization will immediately inform to Bank in case of any change in the situation any time here in after

Thanking you,

Yours faithfully,

.  
Place: \_\_\_\_\_  
Signature of Authorized Signatory  
Date: \_\_/\_\_/\_\_\_\_  
Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal:

## PROFORMA-X

### AFFIDAVIT -1 (on Rs. 100/- Non judicial Stamp paper)

"I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Indian Bank, then I/We shall be debarred for tendering in Indian Bank contracts in future forever. Also, if such a violation comes to the notice of Indian before the date of start of work, then Indian Bank shall be free to forfeit the entire amount of EMD / Performance Guarantee." Submitted by us.

Authorized Signatory  
Signed & sealed



## PROFORMA-XI

### AFFIDAVIT-2 (on Rs. 100/- Non judicial Stamp paper)

Affidavit of .....S/o .....R/o.....  
I, the deponent above named do here by solemnly affirm and declare a under:

That I am the Partner / Authorised signatory of M/s..... having its Office at.....

1. That the information / documents/ Experience certificates submitted by M/s. .... along with this " Construction Of Proposed Commercial Cum Residential Building At Existing Indian Bank Velachery Branch Premises,Velachery,Chennai-600042." are genuine and true and nothing has been concealed.
2. I shall have no objection in case Bank verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case Bank demands so for verification.
3. I hereby confirm that in case, any document, information and/or certificate submitted by me found to be incorrect/false/fabricated, Bank at its discretion may disqualify/reject my application for prequalification out rightly and also debar me M/s..... from participating in any future tenders / PQ.

**DEPONENT**

I, .....the Partner / Authorised signatory of....., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.  
Verified at ..... this .....day of.....**2021.**

**DEPONENT**



## PROFORMA - XII

### FORM OF BID SECURITY DECLARATION FORM (on Rs. 100/- Non judicial Stamp paper)

Deputy General Manager (Estate),  
Indian Bank Corporate Office,  
Premises, Estate & Expenditure Dept,  
No.254-260,Avvai Shanmugam Salai,  
Royapettah,Chennai-600014.  
TEL: 044-28134505/4401/4306/4498

Ref: Tender Documents No.:                      Dated

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Three year from the date of opening Bid.If I am /We are in a breach of any obligation(s) under the bid conditions, because I/We

- I) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid.
- OR
- II) having been notified of the acceptance of our Bid by the Employer during the period of bid validity
  - (i) fail or refused to execute the contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

I/We understand this Bid Securing Declaration shall cease to be valid ifl am/we are not the successful Tenderer, upon the earlier of

- (i) The receipt of your notification of the name of the successful Tenderer; or
- (ii) Thirty days after the expiration of the validity of my/our Bid or any extension to it .

Dated this \_\_\_\_\_ day of \_\_\_\_\_

For and on behalf of M/s –

Address:  
Authorized Signature

Name  
In the Capacity of  
(DULY AUTHORISED TO SIGN THE BID)



## PROFORMA-XIII

### PROFORMA ON ISO CERTIFICATION (Optional)

1. Year of Certification
2. Name and Address of Certifying Agency
3. Name of Management Representative
4. Validity of Certificate

Note : Attested copy of certificate (attested by Government Officer or Notary Public) to be enclosed.

SIGNATURE OF TENDERER(S)

## **INFORMATION & INSTRUCTIONS TO TENDERERS**

### **1. SCOPE OF WORKS**

#### **I) DEMOLITION OF EXISTING BUILDING**

Demolition of our Existing Bank building (G+1) located at New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai -42, disposing of unserviceable material and giving credit to the bank for serviceable materials of the building.

- a) The tenderers shall demolish the complete building structure including strong room, compound walls, metal Gate, storage structure situated at rear side of the premises etc .
- b) The tenderer should carefully dismantle the existing available fixtures in the premises such as ATM machine, Air-conditioning units, Generator-Honda, Locker unit- 1, UPS -2 nos, Battery, Modem, CCTV unit , Monitor, Steel almirah- 1 no, Metal racks, Steel Battery Stand, Motor, EB box etc. and the same shall be handed over to the Bank prior to commencement of demolition work.
- c) The work includes dispose of the debris & other unserviceable material, transporting the same to the Corporation Municipal approved dumping ground, with due permissions of the local authorities, at their own cost. After accounting for the cost of demolition, disposal of debris & unserviceable materials as above, the tenderers shall quote the maximum amount that can be offered to the Bank for the serviceable materials.
- d) The existing building is about 42 years old and consists of Ground + First Floor and measuring about Ground Floor : 2175 Sq.ft & First Floor : 1173 Sq.ft. It is a RCC and masonry structure. The Contractor must dismantle the said building of all brickwork, Reinforcements, concrete, wood and steel Joinery works etc, clear the site and cart away the Debris, and retain with him all remains of the demolition, in accordance with the directions of the employer. The area and materials mentioned above are approximate and only indicative. The tenderer must assess their own perception.
- e) Tenderer shall appraise himself of the present condition of the building to establish the Salvage Value.

#### **II) CONSTRUCTION OF NEW BUILDING**

The work also consists of execution of CIVIL, ELECTRICAL, PHE, MECHANICAL WORKS at New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai- 42 and all other related works in accordance with drawings, schedule of quantities. The civil, sanitary, plumbing, firefighting, external sewerage / drainage, water supply works and construction of internal driveway and pathways etc., are within the scope of this tender.

It includes all materials, labour, 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 Bank / Architect /PMC and to furnish and install such detail with Bank / Architect /Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

The Tenderer should include in the overall tender price towards obtention of permanent electricity/ power connections, Water & Sewerage connections, Lift licence and fire service dept clearance as per the project requirements from the appropriate Govt. authority. The submission of necessary application to the authority, liaisoning will be part of Contractors scope. The necessary statutory fees and documents will be paid/provided by the Bank. In this regard, there will not be any separate items available in the price bid. The contractor cannot claim anything extra (Cost & Time) towards obtaining service connections.

## **2. ELIGIBLE TENDERER**

This Invitation to Tender bid is open to all experienced and reputed and resourceful tenderers for Construction of commercial /Residential /Mixed development work Contractors whether Individual or Sole Proprietor, Partnership firm, Private limited, or Public limited Company who satisfy the qualifying criteria. Joint ventures are not accepted.

- a) If the tenderer is an individual, the application shall be signed by him above his full type written name and current address.
- b) If the tenderer is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- c) If the tenderer is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application
- d) If the tenderer is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The tenderer should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- e) The tenderers are required to forward the documents as indicated in the tender documents.

## **3. QUALIFYING CRITERIA**

As given in prequalification criteria (Section 3 in Page 15) of this tender document.

3.1 Additional Requirement : Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified if they have

- a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.



- b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- c) Their business banned by any Central Govt. Department/Public Sector Undertakings or Enterprises of Central Govt.
- d) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
- e) Any one of the partners ( in case of partnership firm) or any Directors in case of pvt ltd., or public ltd firm being convicted by a Court of law.

3.2 Tenderer shall submit the all the required information duly as per ProformaNo-I to XIII.

#### 4. SITE VISIT

- 4.1 The tenderer must assess their own perception. The tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering a contract for construction of the Works. The interested parties can inspect the Site/ Premises from **16.12.2021 to 17.12.2021** during working hours only, under intimation to the Dept.
- 4.2 The tenderer shall visit and inspect the site and obtain all information on his own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the Tender. The tenderer shall make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The tenderer should quote considering all the site conditions including traffic restrictions for transport, neighborhood building locations etc., for proper execution of the work. The successful tenderer will not be entitled to any claim of/and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions.
- 4.3 Before submitting a Tender, the Tenderer shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, Traffic conditions/restrictions, Availability of parking space, Transportation of materials that all conditions liable to be countered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer/Owner.
- 4.4 The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank or Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.
- 4.5 It shall be the responsibility of the contractor to arrange for water and electricity required for completing construction. In case, there is suitable water (Tested through Laboratory) available for construction purpose at site , the same shall be utilized by the contractor at One Point. The contractor will have to make arrangement of pipeline for distributing water. In case there is no



suitable water available /not adequate supply of water at site, the Contractor has to make own arrangement for procurement /supply water (Good/Suitable for Construction as per IS ) through other sources, at their cost. No additional cost shall be payable to the Contractor (Cost & Time).

- 4.6 Contractor should make own arrangement of availing Temporary Electrical connection for Construction and pay tariff to the electricity board. The submission of necessary application, liasioning, temporary electrical cutout and other electrical installation as per authority will be part of Contractor's scope. The necessary statutory fees and documents will be paid/ provided by the Bank. The contractor can't claim anything extra (Cost & Time). In case, the contractor failed to pay the charges towards consumption of energy to authority, it will be paid by the bank directly and recovered from the bill including penalty and other charges with bank interest .
- 4.7 Other sub contractors/agencies shall utilize the power/water, the cost may be shared /decided based on respective contractor's scope of works without any liability to the bank.

## **5. QUOTING OF BIDS**

- 5.1 The tenderer shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, the drawings and specifications, the schedule of quantities etc., and after examining the site and conditions prevailing in and around site.
- 5.2 Item Rates should be quoted in figures in columns specified in the financial bid through online mode (If applicable)
- 5.3 The unit rates mentioned in schedule of rates (arrived through Reverse auction) shall remain firm and shall not be subjected to any escalation throughout the currency of the contract.
- 5.4 The quoted rates shall be inclusive of supply of all materials required for completing the item works as per tender.
- 5.5 Payment shall be made on the actual quantum of work executed, duly certified and recommended by Architect / Project Management Consultant to the Bank and upon verification by Bank.
- 5.6 The rates quoted shall be based on laws, levies, taxes and duties applicable on the date of Opening of Technical Bid. Any statutory variations thereto and / or new levies due to an act or enactment, after the date, shall be to the employer's account against documentary evidence within the contractual completion date. Any such variation/ imposition of new taxes and levies beyond the contractual completion date shall be to the contractor's account.
- 5.7 Tenderer shall satisfy himself on the applicability of various taxes, duties, levies etc. as applicable for such work and quoted prices shall be inclusive of all such liabilities. Employer / Architect/ Project Management Consultant shall not be liable to any liability of the Contractor on this account. Contractor shall periodically produce documentary proof for having fulfilled the above obligations in time, including proof of payment, proof of filing of returns, etc. failing which



Employer /Architect / Project Management Consultant reserve the right to take appropriate action at the cost and consequence of the Contractor.

- 5.8 Income Tax, at applicable rates, shall be deducted from the Contractor's Bills, as per Income Tax Act and TDS Certificate issued thereof after every quarter or thereof.
- 5.9 The entire set of tender paper issued to the tenderer should be submitted fully signed by authorized signatory on every page and upload the documents as prescribed in the portal. Signature will indicate the acceptance of the tender papers by the tenderer. Also, all pages, drawings and corrections / alterations shall be initialed. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender may be rejected.

## **6. SUBMISSION OF BIDS**

- 6.1 All the Tender Documents shall be submitted through Digital Mode only. No Physical submission is allowed, until otherwise such documents warranted separately.
- 6.2 The Indian Bank will not be responsible for the delay due to network issues if any. Further, Indian Bank will not entertain any claims/correspondences in this matter.

## **7. BID OPENING**

- 7.1 Technical Bids will be opened online on e-tendering portal at the address mentioned in "Notice Inviting tender (NIT)" in the presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of Bids (subject to any Pandemic restrictions).
- 7.2 The Price bid shall be opened by E-tendering mode on the date and time, which will be intimated later to the technically qualified tenderers. Indian Bank will not be responsible for any delay or loss of communication due to technical glitches of IT service providers. Indian Bank will give intimation through available phone no. and E-mail ID.

Bank will decide the Final Financial price through Online Reverse Auction. Advance intimation will be given to all qualifying tenderers of Technical Bid about the date, time with the opening of the lowest value among the quotes being treated as Base Price for Reverse Auction online bidding.

The qualified tenderers have to obtain Digital Signature for participating in the online reverse auction.

## **e-Reverse Auction:**

e-Reverse Auction shall be conducted to arrive at the L-1 tenderer. Detailed guidelines regarding e-Reverse Auction are provided at Annexure-1 & Annexure-2 of the bid documents.

## **8. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for Tender shall not be disclosed to tenderers or any of their persons not officially



concerned with such process until the Tender process is finalized.

## **9. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 9.1 The Employer /Architect shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order, and all documents as per tender document have been submitted.
- 9.2 Prior to the detailed evaluation, Employer/ Architect shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive bid is one that confirms to all the documents as specified in the Tender document without material deviations, objections, Conditionality or reservation.
- A material deviation, objection, conditionality or reservation is one;
- a) That affects in any substantial way the scope, quality or performance of the contract.
  - b) That limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Tenderer's obligations under the tender document or
  - c) Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive bids.
- 9.3 If a bid is determined to be not substantially responsive, it shall be rejected by the Employer.

## **10. EVALUATION OF TENDER BIDS**

- 10.1 The bids, which are determined as substantially responsive, shall be evaluated based upon the criteria as given in qualifying criteria.
- 10.2 No Tenderer is permitted to canvass to Employer on any matter relating to this Bid. Any Tenderer found doing so is liable to be disqualified and his bid is liable to be rejected.
- 10.3 The Employer may visit few of the works completed by the tenderers, whom they claim satisfying the eligibility criteria (As a part of tender process).

## **11. OVER WRITING & CORRECTION**

Over writing should be avoided. Correction, if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Tender documents are numbered. Additional sheets, if any, added by the contractor, should also be numbered by him.

## 12. SCRUTINY OF TENDERS

Errors in the bill of quantities and discrepancy between in figures and in words shall be dealt with in the following manner.

- a. In the event of any discrepancy between the rates quoted in words and the rates in figures, the rates which correspond to the amount worked out by the tenderer, shall be taken as correct.
- b. In the event, the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
- c. In the event of an error occurring in the amount column of the bills of quantities because of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended based on the rates.
- d. When the rate quoted by the tenderer 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.
- e. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.

## 13. EMD & SECURITY DEPOSIT

In place of EMD, as per the Govt Norms, **Bid Security Declaration (BSD)** is to be submitted by the tenderers as per the prescribed Proforma XII. The contractor whose tender is accepted will have to deposit as initial security deposit a further sum to make up 1% of the value of the accepted tender including the earnest money. The initial security deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and take appropriate action as per BSD.

## 14. Other Instruction

- (i) The Bank does not bind himself to accept the lowest or any tender and reserve to them selves the right of accepting the whole or any part of the tender and tenderer is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tender without assigning any reasons whatsoever. The work may also be divided among the contracting agencies depending on the exigencies of the bank.
- (ii) No modifications, writings or corrections can be made in the tender papers by the tenderer but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.
- (iii) 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 every item should be correct, workable and self-supporting. If called upon by the Indian Bank/ Architects, detailed analysis of any or all the



rates shall be submitted. The Indian Bank/ Architects shall not be bound to recognize the Tenderer's analysis.

- (iv) Tenders shall remain valid for a period of 120 days from the date of opening of the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the initial validity period of 120 days.
- (v) The successful tenderer shall be bound to implement the Contract and mobilize & sign specified agreements within 15 days from the date of acceptance of work order.
- (vi) Tenderers must include in their rates, all taxes & duty or other levy by the central and state government applicable on the date of submitting tender except GST. Due to change in taxes structure by orders from Central Govt. / State Govt. after opening of tenders shall be reimbursed to the contractor as per actual and upon verifying the proof of having made the payment.
- (vii) This contract shall be an item rate contract. The Contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of any non-schedule items of work shall be decided as mentioned in the conditions of contract.
- (viii) The tender drawings exhibited/enclosed are preliminary drawings intended for the guidance of the Contractor only. They may be subject to revision and alteration without violating any of the terms of the contract and the Contractor shall be bound to execute the works as shown on the final drawings without claiming any extra payment. However, the payment shall be made as per actual quantity executed at site.
- (ix) The successful contractor has to submit Construction QA/QC Manual which covers Quality Control Plans for all the activities to be performed, Method statement of works, Checklist and Inspection Testing Plan (ITP), Material Approval list within 30 days from the date of LOI for the approval of Architect /Bank.
- (x) Before starting the work the contractor has to submit the Scaffolding drawings along with safety manual and it is to be approved by the Architect/Client.
- (xi) No correspondence will be entertained in respect of this tender other than any clarifications strictly pertaining to this tender.
- (xii) The rate quoted by the Tenderer shall be net, up to the stage of incorporation and handing over site. All taxes including 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.

- (xiii) The rate quoted should be excluding GST.
- (xiv) The tenderer who wishes to quote for the tender should have GST registration and should mention the registration number.
- (xv) The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
- (xvi) 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.
- (xvii) For electrical, sanitary, water supply and drainage work, tenderers must possess respective valid licenses from the competent authority of the area where the site is located.
- (xviii) Tenderer should sign at the end of every page prior to submitting the tender.
- (xix) The tenderer shall not change/altered/added to/modified in the text or conditions of the tender.
- (xx) The tenderer shall fill in all blanks, furnished all relevant information called for and all instructions observed and initialed all pages and signed the relevant pages along with Company 'seal
- (xxi) Conditional tenders will be summarily rejected.
- (xxii) Progress chart linked up with completion period to be counted from 15th day of acceptance of work order or handing over of site whichever is later.
- (xxiii) Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from Tender / tendering /taking up of work in Indian bank. If such applicant happens to be pre-qualified/enlisted contractor, his name shall be removed from the pre-qualified list of contractors.
- (xxiv) All information called for in the enclosed forms should be furnished against the relevant columns. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'NIL' or 'NO SUCH CASE' entry should be made in that column. If any particular Query is not applicable in case of the applicant, it should be stated as "not applicable". The applicants

are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being rejected. Applications/Tender document submitted through Email and Fax without processing fees will not be entertained. The Application/Tender document received after the due date and time of submission shall not be considered.

- (xxv) The tenderer shall have to furnish an affidavit as per proforma X.
- (xxvi) The tenderer should have own construction equipment as required for the proper and timely execution of the work and a declaration to this effect to be produced. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposed to hire.
- (xxvii) The tenderer should disclose details of arbitration / litigation cases, if any, is pending or in progress. Hiding of such information would result in summarily rejection of his bid without assigning any reason.

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1.0 GENERAL

- 1.1 The Contract means the documents forming the tender and acceptance thereof and the agreement executed between the competent person on behalf of INDIAN BANK and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Project Architect and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 1.2 INDIAN BANK, proposes to get the works executed as mentioned in the Contract.
- 1.3 The work will be executed as per drawings "GOOD FOR CONSTRUCTION" to be released/approved by Architect /Bank unless otherwise specified elsewhere in the tender documents.
- 1.4 In the contract, the following expressions shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them.

### 2.0 Definition of terms / interpretation:

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

In construction, these conditions, the specification schedule of quantities and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.



- 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 employee's representative authorized on their behalf.
- ii. **The Architect / Architect/Project Architects** means M/s Lavanya & Shankar Architects ,having their office at Baid Mehta Complex, C-Block, 3<sup>rd</sup> floor ,Old No 183, New No 16, Anna Salai, Saidapet, Chennai – 600015 or in the event of his or their ceasing to be Architect / Architect for the purpose of this contract such other person as the Bank shall nominate for the purpose of Comprehensive Architectural &Architect Services and Construction Management Services and their authorized representatives
- iii. "Project Management Architect"(PMC) means INDIAN BANK may appoint the professional Architect to monitor the project and verification of works & Bills.(In case needed). Otherwise, the project Architect termed as PMC.
- iv. **"Site Engineer"** Means a qualified person appointed by Architect /Bank, who supervise the site works in full time.
- v. **"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.
- vi. **"Subcontractor"** means any person named in the Contract as Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- vii. **Site:** The site shall mean the workplace located at **New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai- 42** where the works are to be executed as shown within boundary on the site plan including any building and erections thereon allotted by the Indian Bank for the Tenderer's use.
- viii. **Project:** the projectshall mean an activity to meet the creation of a unique product or service and thus activities that are undertaken to accomplish.
- ix. **The Contract** means the documents forming the tender and acceptance thereof and the formal contract agreement executed between the competent authority on behalf of Indian Bank and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instruction issued from time to time by the Indian Bank /Architects/Architect, statutory Approvals and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another



- x. **"Specification"** means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Architect /Architect /Indian Bank .
- xi. **"Drawings"** means all 'Good For Construction' drawings, calculations and technical information of a like nature provided by the Architect/Architect to the Contractor under the Contract and all drawings, shop drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Architect/Bank.
- xii. **"Tender"** means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Employer.
- xiii. **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.
- xiv. **Reverse auction:** The roles are reversed; the auction is initiated by the Employer /Employer's representative and the contractor bids in real time driving the price down from the agreed Base Price.
- xv. **Base Price/ Reserve Price :** L1(Lowest) price from among the technical qualified tenderers.
- xvi. **Final L1 Price :** The price arrived upon e –reverse auction will be final L1 price
- xvii. **"Letter of Award/Letter Of Intent"**(LOA/LOI) means the formal acceptance by the Employer of the Tender.
- xviii. **"Contract Agreement"** means the contract agreement referred to in 'ARTICLES OF AGREEMENT'
- xix. **"Appendix to Tender"** means the Appendix to Form of Tender annexed to these Conditions.



- xx. **“Schedule to Tender”** means the schedule comprised in the form of Tender annexed to the Conditions.
- xxi. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
- xxii. **Tendered value/Contract price** means the sum stated in the Contract Agreement as amended in accordance with the provisions of the Contract, payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- xxiii. **Market rate** shall be the rate as decided by the Bank in consultation with architects /Architect/Bank’s engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in variation order to cover, all overheads and profits
- xxiv. **The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming part of this contract.

- xxv. **“Net Prices”** If in arriving at the contract amount, the contractor shall have added to or deducted from the total of the items in the Tender any sum either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted of the sum so added or deducted by the contractor the amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- xxvi. **“Retention Money”** means the aggregate of all monies retained by the Employer pursuant to respective tender clause.
- xxvii. **Interim Payment Certificate”** means any certificate of payment issued by the architects and approved by Bank, other than the Final Payment Certificate.
- xxviii. **“Final Payment Certificate”** means the certificate of payment issued by the Architect and approved by Bank pursuant to respective tender clause.
- xxix. **Works:** The expression **works** shall, unless there be something either in the subject or context to such construction, be construed or taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- xxx. **“Temporary Works”** means all Temporary Works of every kind required in or about the execution or maintenance of the works.
- xxxi. **“Permanent Works”** means the Permanent Works to be executed and maintained in accordance with the Contract.
- xxxii. **“Plant”** means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- xxxiii. **“Contractor’s Equipment”** means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- xxxiv. **“Approved”** means approved in writing, including subsequent written confirmation of previous verbal by written approval and “approval” means approval in writing including as aforesaid.
- xxxv. **“Cost”** means all expenditure properly incurred or to be incurred whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.



- xxxvi. **“Day”** means calendar day. Time periods refer to the Gregorian Calendar.
- xxxvii. **“Notice in writing”** or written notice shall mean a notice in written, typed or printed characters sent with authorized signatory (unless delivered personally or otherwise proved to have been received), by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered
- xxxviii. **Exempted Risk (Force Majeure)** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, Epidemics, Pandemics, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government’s faulty design of works.
- xxxix. **“Act of Insolvency”** shall mean any act as such as defined by the Presidency Towns Insolvency act or in Provincial Insolvency Act or any amending Statutes.

### 3.0 HANDING OVER & CLEARING OF SITE

- a) The Contractor should note that area for construction shall be made available in pace with actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- b) The efforts will be made by Indian Bank to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, Indian Bank shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Bank shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor’s labour, equipment etc.
- c) The Contractor shall be responsible for removal of all over-ground and under- ground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rate of Financial Bid/BOQ /Priced Schedule of quantities and contractor shall not be entitled for any extra payment



whatsoever, in this regard. The contractor, is required, to demolish old structures on the proposed site, properly as per the Scope of works.

- d) If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of Architect/Bank and the contractor shall not be entitled for any extra payment whatsoever in this regard.
- e) The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility owners.
- f) The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. Indian Bank may only assist the contractor for liasoning in obtaining the approval from the concerned authorities. Take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same. Shifting/ re-alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one

#### **4.0 Interpretation**

Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.

#### **5.0 Singular and Plural**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

#### **6.0 Headings and Marginal Notes**

The headings and marginal notes in these conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.



## **7.0 Notices, Consents, Approvals, Certificates and Determinations**

Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

## **8.0 Temporaneous' or verb tense**

These Conditions cover rights, obligations and procedures of the parties and others from the period of the tender process through to beyond completion of the Contract. Verbs in the present, imperative or future tense, or variations of present, imperative or future tense, are deemed to be in the past on the condition that the event referred to has been actioned or executed to the extent required by the Contract.

## **9.0 Works to be carried out.**

The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hosting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

## **10.0 Drawings & Documents:**

All drawings relating to work given to the together with a copy of schedule of quantities are to be kept at site and the Architects shall be given to such drawings or schedule of access whenever necessary.

In case any detailed Drawings are necessary Tenderer shall prepare such detailed drawings and or dimensional sketches there for and have it confirmed by the IndianBank/Architects/PMC as case may be priorto taking up such work. The Tenderer shall ask in writing for any clarifications.

## 11.0 Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Bank who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a) Letter of Intent, Letter of Award, Work Order, Agreement along with statement of agreed variations and its enclosures.
- b) Information & Instruction to tender & General/Additional Condition of Contract.
- c) Drawings.
- d) Price Bid/Bill of Quantity / Schedule of Quantities
- e) Technical specifications (General, Additional and Technical Specification) as give in Tender documents.
- f) CPWD specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
- g) Relevant Codes.( Indian Standard Specifications of B.I.S. )
- h) Manufacturer's specification.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not permit the contractor deviate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

## 12.0 Sufficiency of Tender

The Tenderer shall be deemed to have attended the Pre Bid Meeting as per the Notice Inviting Tender and satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

## 13.0 Signing of Tender

The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of:-



- a) The notice inviting tender, all the documents viz.
- b) Volume – 1 (Technical Bid including condition of contract ,PQ,Forms etc)
- c) Volume – 2 (Technical Specifications)
- d) Volume – 3 (Schedule of Quantities - Bills of Quantities) & Tender Drawings
- e) Addendum / Corrigendum
- f) Any clarification other than Addendum / corrigendum

Forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto in reference to General Conditions of Contract and General Rules and directions.

#### **14.0 MOBILISATION ADVANCE (NOT APPLICABLE THIS CLAUSE TO THIS PARTICULAR TENDER)**

- I. Mobilization advance up to maximum of amount as mentioned in the “Memorandum to the Form of Tender” shall be paid to the contractor on submission of non-revocable Bank Guarantee for an amount of 110% (One hundred ten percent) of an amount of mobilization advance demanded, from a nationalized / Scheduled Bank as per list annexed in enclosed Performa.

This advance shall be paid in two installments as follows-

- II. First Installment of 50(Fifty) percent of total mobilization advance against Bank Guarantee shall be paid after the agreement is signed and upon submission of performance guarantee and its confirmation from issuing bank.
- III. 2nd installment of balance 50(Fifty) percent of total mobilization advances against Bank Guarantee will be paid after the setting up of site office and facilities to IndianBank as per contract, completion of mobilization of Plant and machinery, scaffolding & shuttering materials etc. to the satisfaction of Architect/Indian Bank and on completion of 10 (Ten) percent of work in terms of cost.

The Mobilization Advance bank guarantee shall essentially be made at least for the 110% (One hundred ten percent)of total mobilization advance payable and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest. However, the contractor can submit part bank guarantees against the mobilization advance in as many numbers as the proposed recovery installments equivalent to the amount of each installment.

Notwithstanding what is contained in clause No.15.0 I, II, III no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the memorandum to the form of tender.



#### **15.0 Performance guarantee (NOT APPLICABLE THIS CLAUSE TO THE TENDER)**

- i. Within 15 days from the date of issue of LOA / LOI, the tenderer shall submit Performance Guarantee amounting to 5% (Five percent) of the awarded value of work in the form of Demand Draft/fixed deposit in favour of Indian Bank. or Bank Guarantee from the Nationalized /Scheduled Bank of equivalent value. No interest will be paid under any circumstances. The Performance Bank Guarantee shall remain valid till completion of project/taking over by client whichever is later In case of non submission of Performance guarantee with in stipulated / extended period, it will be presumed that agency is not interested in the work and ISD submitted will be forfeited without any notice.
- ii. The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.
- iii. In case of extension of completion due to any reason, it is the responsibility of the contractor to get it extended one month prior to its expiry without any claim on it, in case of failure, Indian Bank may get it en-cashed without giving any notice.

#### **16.0 Initial Security Deposit**

The tenderer will have to deposit an amount of 1% of Contract amount in the form of Bankers Demand Draft from scheduled commercial bank in India drawn in favour of “ Indian Bank,” payable at Chennai within 15 days from the date of LOI as an Initial Security Deposit (ISD). The Indian Bank is not liable to pay any interest on the ISD. If the tenderer fails to provide ISD within stipulated times, it will be presumed that agency is not interested in the work and suitable action will be taken as per the tender terms.

#### **17.0 Security Deposit (Retention Money)**

The security deposit will be deducted from the successful tenderer at the rate of 5% (Five percent) from the Gross value of each R/A bills excluding GST. No interest will be paid on the Security Deposit under any circumstances.

#### **18.0 Recovery of Security Deposit**

50% of the Total Security Deposit will be refunded to the Tenderer on completion of following:

- a) After 15 days of the payment of the final bill



AND

- b) Taking over certificate by bank

AND

- c) Tenderer's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (excepting for a small presence required if any for the Defect Liability Period and approved by the Indian Bank).

The balance retention amount 50% will be refunded 30 (Thirty) Days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the Contract. No interest is allowed on retention money.

## **19.0 Contractor's General Responsibility**

The Contractor shall, with due care and diligence, design to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The Contractor shall give prompt notice to the Architect /Architect, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible that part of such Works, notwithstanding any approval by the Bank/Architect.

The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of Bank/Architect/Architect. The Architect/Architect may in his absolute discretion and in consultation with the Bank (with prior approval from the Bank) and from time to time issue drawings and/or written instruction, details



directions and explanations which are hereafter collectively referred to as “Architect /Bank’s Instruction”.

In regard to:-

- a) The variations or modifications of the design, quality or quantity of works or the additions or omission or substitution of any work.
- a) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and or drawings and or specification.
- b) The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other materials thereof.
- c) The removal and/or re-execution of any works executed by the contractor.
- d) The dismissal from the works of any person employed thereupon.
- e) The opening up for inspections of any work covered up.
- f) The amending and making good of any defects under clauses 19 hereof and those arising during the maintenance / defect liability period.

The contractor shall forthwith comply with and duly execute any work comprised in such Architect /Bank instructions, provided always that the verbal instructions, directions, and explanations given to the contractor or his representative upon the works by the Architect /Bank shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by the Architect, such shall be deemed to be Architect /Bank instructions within the scope of the Contract.

## **20.0 Sub contracting:**

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Bank/Architect .Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents,servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- a) The provision of labour,
- b) The purchase of materials which are in accordance with the standards specified in the Contract, or
- c) The subcontracting of any part of the Works for which the subcontractor is named in the Contract.

## 21.0 Assignment of Subcontractors Obligations

In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request, the benefit of such obligation for the unexpired duration thereof.

## 22.0 Custody and Supply of Drawings and Documents:

- a) The Drawings shall remain in the sole custody of the Employer, but two copies in A1/A2/A3 thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Architect shall not, without the consent of the Bank, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.
- b) One copy of the Drawings, provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Bank/Architect/Architect/Bank representative and by any other person authorised by the Bank in writing

## 23.0 Supplementary Drawings and Instructions

The Bank/Architect shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.

## 24.0 Permanent Works Designed by Contractor

Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Bank/Architect, for approval:

- a) Such drawings, specifications, calculations and other information as shall be necessary to satisfy the Bank/ Architects as to the suitability and adequacy of that design, and
- b) Operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Employer to operate, maintain, dismantle,



reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 64 until such operation and maintenance manuals, together with drawings on completion, have been submitted to and approved by the Bank.

## **25.0 Responsibility Unaffected by Approval**

Approval by the Bank/Architect, in accordance with Sub-Clause 2.0- xxxiv shall not relieve the Contractor of any of his responsibilities under the Contract.

## **26.0 Contract Agreement**

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

## **27.0 Income Tax deduction**

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax Act prevailing from time to time.

## **28.0 Taxes and Duties**

- 28.1 The contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law including but not restricted to Goods and Service tax(GST) levied by Union and State Governments(CGST,SGST,UTGST,IGST), labour cess, Custom duty, Royalty, Toll tax and any other such taxes and duties leviable by local/State/Union Government from time to time on all such articles, materials which may be used for this work or any other tax(duty etc.,) paid by the contractor.
- 28.2 In case of any change in rate of tax or any provision relating levy of tax resulting in increase in burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax on the contractor. Similarly, no recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.
- 28.3 Contractor must be registered under Goods and Service tax(GST) laws, and copy of the registration certificate of the same shall be submitted to INDIAN BANK.
- 28.4 Apart from meeting the pre qualification criteria the contractors shall also obtain all other necessary registrations required under any other Local/State/Union Government Statute, for the execution of this contract, if any.



- 28.5 Contractor must submit as a compliance of GST Laws, Tax invoice, as per applicable rules and regulations under the GST Act(s), failing which GST amount will be recovered by INDIAN BANK without any recourse or prior notice from the next invoices/security Deposit/Bank Guarantees and/or available dues with INDIAN BANK.
- 28.6 The contractor/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any interest/Penalty/taxes (non availment of Input tax credit due to mismatch to GSTRN) which is required to be paid by Indian Bank due to default by the Contractor/service provider to comply with the above mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/Service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to Indian Bank.
- 28.7 Apart from compliance mentioned at 28.6 above, in the event of non payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, Indian Bank reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or to Labourers, as may be applicable.
- 28.8 It is clearly understood that the contractor is fully aware of all GST Laws and his Liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, applicable rate of taxes of GST or otherwise on which his liability has to be paid and discharged. Indian Bank shall have no liability or responsibility for any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non compliance of the contractor.
- 28.9 Tenderers will examine the various provisions of the central Goods and Service Tax Act.,2017 (CGST)/ Goods and Service tax Act(IGST)/Union Territory Goods and Service Tax Act,2017(UTGST)/respective state's State Goods and Service tax Act(SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of input tax Credit(ITC) likely to be availed by them is duly considered while quoting rates.
- 28.10 In case of any law requires Indian Bank to pay tax on the contract price on reverse charge basis, the amount of tax deposited by Indian Bank would be considered as per Income tax act, GST Laws or any other law as applicable.
- 28.11 Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor.

## 29.0 RATES TO BE FIRM

- 29.1 The Item rates quoted by the tenderer shall be firm and fixed for the entire work.
- 29.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.
- 29.3 The rates and prices given in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/ overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.
- 29.4 Unless otherwise specified in the Bill of Quantities (BOQ), the contractor has to make his own arrangement for dewatering/ bailing out of water, effluent including strutting, shoring etc at every stage of work wherever required including working under foul condition as per direction of Bank/Architect at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- 29.5 If required to make work site suitable for execution, contractor shall have to clear of rank vegetation, grass, dead trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the site up-to any lead and lift as per direction of Bank/Architect. The contractor should inspect the site of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.
- 29.6 If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per the directions of the Bank. If any damage caused to any temporary or permanent structure(s) in the vicinity is caused due to execution of the project, the contractor has to make good the same by any means as per directions of the Bank. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be



deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

### **30.0 Inspection of Site**

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such available data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- a) The form and nature thereof, including the sub-surface conditions,
- b) The hydrological and climatic conditions,
- c) The extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and
- d) The means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.
- e) The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport, etc. for proper execution of work as indicated in the drawings
- f) The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

In the event of the Employer supplying data regarding sub-soil (in form of investigation reports or otherwise) either incorporated in the Tender documents or for inspection by the Tenderer at the office of the Employer or the Architect or the Bank's Representative no responsibility of any kind shall attach to the Employer or the Architect or the Bank's Representative in respect of such data and the Contractor shall use his own interpretation of the data insofar as it may influence or affect his Tender.



The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank or Architect might be deemed to have reasonably been inferred to be so existing before commencement of work.

### **31.0 MOBILISATION OF MEN, MATERIALS AND MACHINERY:**

- 31.1 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 31.2 It shall be the responsibility of the Contractor to provide, operate and maintain all necessary construction equipments, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure uninterrupted supply.
- 31.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modification of work desired by him from INDIAN BANK before implementation. Also such revisions and/or modifications if accepted / approved by the INDIAN BANK shall be carried at no extra cost to INDIAN BANK.
- 31.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 31.5 It is mandatory for the contractor to provide safety equipments and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Financial Bid/Bill of Quantities and contractor shall not be entitled for any extra cost in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipments/ Gadgets in the opinion of Bank/Architect, the Bank/Architect at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the Bank/Architect shall be final and binding on contractor in this regard.
- 31.6 All designs, drawings, bill of quantities, etc., will be prepared by the contractor for works in



phased manner. It is also the responsibility of contractor to get the structural drawings vetted from any IIT/NIT/GEC after taking approval from INDIAN BANK ,if called for.

- 31.7 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 31.8 All materials, construction plants and equipments etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the Indian Bank. Similarly all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the Indian Bank.

### **32.0 Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Bank/Architect may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorised representative approved of by the Bank, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Architect/Bank.

If approval of the representative is withdrawn by the Bank, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

### **33.0 Contractor's Employees**

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

- a) Only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract

### **34.0 Employer/Architect at Liberty to Object**



The Employer/ Architect shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

### **35.0 Setting Out**

The Contractor shall be responsible for:

- a) the accurate setting out of the Works in relation to original points, lines and levels of reference given by the Architect in writing,
- b) The correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- c) The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Architect, shall, at his own cost, rectify such error to the satisfaction of the Bank/Architect, unless such error is based on incorrect data supplied in writing by the Architect.

The checking of any setting-out or of any line or level by the Architect shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

### **36.0 Safety, Security and Protection of the Environment**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- a) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,

- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the architect or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- d) Where any question arises as to the amount of any Fines to be levied, or which subcontractor is, or the proportions in which any relevant subcontractors are liable to the Employer in respect of any Fines, the Employer shall make an initial assessment of the matter in good faith which shall be binding on the Contractor.
- e) The Employer shall give prior written notice to the Contractor of the amount of any Fines it proposes to set-off against any application for payment to be submitted by the Contractor in accordance with the Contract.
- f) The Employer may, if and to the extent that it determines in good faith that the Contractor is liable, recover the amount of the Fines from the Contractor, including by way of set-off.

### **37.0 Care of Works**

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

- a) If the Bank/Architect issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed.

### **38.0 Responsibility to Rectify Loss or Damage**



If any loss or damage happens to the Works other than Exempted Risk, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Bank . The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

### **39.0 Independent Inspection**

The Architect/Bank may delegate inspection and testing of materials or Plant to an independent inspector. Such independent inspector shall be considered as an assistant of the Architect/Bank. Notice of such appointment (not being less than 14 days) shall be given by the Architect/Bank to the Contractor.

### **40.0 Examination of Work before Covering up**

No part of the Works shall be covered up or put out of view without the approval of the Architect. The Contractor shall afford full opportunity for the Architect to examine and check any such part of the Works which is about to be covered up or put out of view and to examine the activities as per approved "Inspection Testing Plan" , before any part of the Works is placed thereon. The Contractor shall give notice to the Architect whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Architect shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and checking such part of the Works or of examining such foundations.

### **41.0 Facilities for Other Contractors**

If, however, pursuant to clause 20 the Contractor shall, on the written request of the Architect/Bank:

- a) Make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,
- b) Permit the use, by any such other contractor, or to the Employer or any such authority, of Temporary Works or Contractor's Equipment on the Site, or

### **42.0 Contractor to Keep Site Clear**



During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required. In spite of engaging subcontractor for items as approved, the onus of keeping the site clear rests with the Main Contractor.

#### **43.0 Clearance of Site on Completion**

Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Bank. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

#### **44.0 Insurance under Workmen compensation act**

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by Indian Bank the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

#### **45.0 Labour laws to be complied by the contractor.**

45.1 The contractor shall obtain a valid license under the contract labour (R & A) Act 1970 and the contract labour Act (R&A) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also abide by the provision of the child labour (Prohibition and Regulation) Act. 1986 and amended from time to time. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work.

45.2 No labour below the age of 18 years shall be employed on the work.

#### **46.0 Labour safety provision**

The contractor shall be fully responsible to observe the labour safety provisions.

#### **47.0 Observance of Labour law**

47.1 The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified



Indian Bank against effect or non observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour laws. If Indian Bank/ owner is held liable as “Principal Employer” to pay contributions etc. under legislation of Govt. or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to Indian Bank and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

47.2 The Contractor shall submit proof of having valid EPF registration certificate.

47.3 The contractor shall be liable to pay cess levied under the Building and other Construction Workers Welfare Cess Act, 1996, at such rates as may be notified by the Government from time to time.

#### **48.0 Law governing the contract**

The Indian Laws shall govern this contract for the time being in force.

#### **49.0 Laws, by laws relating to the work**

The contractor shall strictly abide by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

#### **50.0 Employment of personnel**

50.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way are associated with the works.

50.2 The Indian Bank shall have full power and without giving any reason to the contractor, immediately to get removed any representative, agent, servant and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. The contractor shall not be allowed any compensation on this account.

#### **51.0 Land for Labour huts/ site office and storage accommodation**

- 51.1 The contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. Contractor shall give the vacant possession of the land utilised for this purpose back after completion of the work. The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.
- 51.2 In the event the contractor has to shift his labour campus at any time during execution of the work on the Instructions of local authorities or as per the requirement of the work progress or as may be required by Indian Bank, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.
- 51.3 Furnished office(minimum Requirement) accommodation to be provided by contractor to Architect/Indian bank. if required.
- 51.4 The contractor shall make all arrangements for ground breaking ceremony/ inaugural function etc for the project as required and the cost towards it deemed to be included in his rates/offer.

## **52.0 Security and Lighting**

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Architect.

## **53.0 Safety code and model rules for protection of health and Sanitary arrangements for Workers**

- 53.1 All people working shall be provided with safety helmets, safety shoes, goggles, gloves, Safety belts etc., which shall be worn by the workmen while performing work and people working at elevation more than 10 feet shall be always provided with safety belts at contractor's cost. The safety belts shall be properly fixed to a lifeline always while at work. The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

- 53.2 The Contractor shall ensure that all their staff and workers including their sub-contractor (s) shall wear Safety Helmet and Safety Shoes. Contractor shall also ensure use of safety belt, Protective goggles, gloves etc. by the personnel as per job requirements.
- 53.3 Contractor shall ensure that a proper Safety Net System and shall be used at appropriate locations. The safety net shall be located not more than feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- 53.4 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.

#### 53.5 Personal Safety Equipments:

All necessary personal safety equipment as considered adequate by the Bank 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 Tenderer should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any material that is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
- d) The Tenderer shall not employ women on the work of painting with products containing lead or any toxic material in any form.

Wherever men are employed on the work of precautions should be taken:

- e) Overalls shall be supplied by the Tenderer to the workers and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- f) When the work is done near any public where there is risk of necessary equipments should be provided and kept ready for use and all necessary steps take for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

#### 53.6 First Aid



At every workplace, there shall be maintained in readily accessible place, firstaid appliance including an adequate supply of sterilized dressings and sterilized cottonwool. 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.

The Contractor is directly responsible for any accident, injury disableness and other such things that may happen to his workmen during working hours or outside working hours if they happen to be in the work site and that he will pay adequate compensation to such people. And the contractor has to take the full responsibility for these disabilities

The Contractor will be responsible for any accident or unto ward incident that may happen to any person in the work site or near about due to inadequate safely measures, carelessness, negligence, incorrect procedures, inadequate supervision, improper methods, and that he will attend to all related police enquiry, court attendance and will bear the cost for all such expenses including compensation, if any, to be paid.

#### **54.0 Insurance**

- 54.1 The Tenderer shall arrange to take "Tenderers all risk insurance policy including third party liability", covering the entire period of contract till virtual completion of the contract (including extended period if any) for the entire scope of works for a risk cover not less than the contract value. The third party insurance shall be for a sum of Rs. 5 Lakh per accident.
- 54.2 The Tenderer shall effect the insurance necessary and indemnify the Indian Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Indian Bank and must be effected jointly in the name of the Tenderer and the Indian Bank and the policy lodged with the latter. The scope of insurance is to include damage or loss to the work and workman due to carelessness accident, including fire, earthquake and floods etc., 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.
- 54.3 The Tenderer shall also be responsible for any thing which maybe excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.
- 54.4 Unless otherwise instructed the Tenderer shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Indian Bank, in the joint names of the Indian Bank and the Tenderer for such amount and for any further sum if called to do so by the Indian Bank, the premium of such further sum being allowed to the Tenderer as an authorized extra.



- 54.5 The Tenderer shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Tenderer in case of rebinding or rein statement after fire shall be entitled to extension of time for completion as the Indian Bank may deem fit.
- 54.6 The contractor shall at all times indemnify Architect/Indian Bank against all claims for compensation under the provision of workmen's compensation Act or any other law in force, for any workmen employed by the contractor or his sub-contractor in carrying out the contract and against all costs and expenses incurred by the Indian Bank therewith.

#### **55.0 Minimum wages act**

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (R&A) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

#### **56.0 Labour records**

The contractor shall submit by the 4th & 19th of every month to the Architect/Indian Bank a true statement, showing in respect of the second half of the proceeding month and the first half of the current month, respectively, of the following data: -

- a) The number of the labour employed by him (category-wise).
- b) Their working hours.
- c) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- d) Any other information required by Indian Bank.

#### **57.0 Secured advance against non-perishable materials. (NOT APPLICABLE FOR THE PARTICULAR TENDER)**

- 57.1 Interest free secured advance up-to a maximum of 90 % (Ninty percent) of the Market Value of the Materials or the cost of materials as derived from the tendered item rate of the contractor, whichever is less, required for incorporation in the permanent works and brought to site and duly certified by Indian Bank site Engineer shall be paid to the Contractor for all non-perishable items as per CPWD norms. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma. The advance shall be recovered in full from next Running Account bill and fresh advance paid for the balance quantities of materials. The contractor shall construct suitable godown at the site of work for safe storing the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his costs and risks.



- 57.2 Payment of such advance shall be processed by Indian Bank having certified by the Architect .
- a) The quantities of material for which advance is to be made are required being claimed have actually been brought to site.
  - b) Full quantity of the material for which advance is to be made are required by the contractor for use on items of work for which rates for finished work have been agreed up on.
  - c) The quality of materials is as per desired specifications and having the desired test certificates from the approved laboratories.

#### **58.0 Work on Sundays, holidays and during night.**

For carrying out work on Sunday and Holidays or during night, the contractor will approach the Architect or his representative at least two days in advance and obtain his permission.

The Architect or his representative at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demands, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Architect at no extra cost to the client.

#### **59.0 No idle charges towards labour or P&M etc.**

No idle charges or compensation shall be paid for idling of the contractor's labour, staff or Plant & Machinery etc. on any ground or due to any reason whatsoever. Indian Bank will not entertain any claim in this respect.

#### **60.0 Work to be executed in accordance with specifications, drawings and orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Bank/Architect and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### **61.0 Direction for works**

- 61.1 All works to be executed under the contract shall be executed under the directions and subject to approval in all respects of the Architect/PMC/INDIAN BANK who shall be entitled to direct at what point or points and in what manner the works are to be commenced and executed.
- 61.2 The Bank/Architect and his representative shall communicate or confirm their instructions to



the contractor in respect of the execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

## **62.0 Time of Completion, Liquidated Damages for Delay, Extension of Time & Progress Chart**

**62.1 Time of Completion:** The entire work is to be completed in all respects within the stipulated period of 18 months. The work shall be deemed to be commenced within fifteen days from the date of issue of Work order or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the Tenderer.

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

If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear Liquidated Damages at the rate of 0.5% per week of delay on the contract value subject to maximum of 7% of contract value.

### **62.2 Extension of Time:**

**If in the opinion of the Indian Bank/Architects the works be delayed**

- a) By reason of any exceptionally inclement weather, or
- b) By reason of instructions from the Indian Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or
- c) By the works, or delay, of other Tenderers or tradesmen engaged or nominated by the Indian Bank and not referred to in the specification or
- d) By reason of authorized extra and additions or
- e) By reason of any combination of strikes or lock-out or lockdown announced by the appropriate/local authority affecting any of the building trades or one from other causes which the Indian Bank may consider being beyond the control of the Tenderer,

The Indian Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof.

In case of such strikes or lockouts or lockdown, as are referred to above, the Tenderer shall, immediately give the Indian Bank, written notice thereof. Nevertheless the Tenderer shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required to the satisfaction of the Indian Bank to proceed with the works and on his doing so, it will be ground of consideration by the Indian Bank for an extension of time as above provided. The decision of the Indian Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Tenderer) shall be promulgated at the conclusion of such strike or lock-out and the Indian Bank shall then, in the event of an extension being granted, determine and declare the final completion date.

### **62.3 Progress of Work:**

During the period of construction, the Tenderer shall maintain proportionate progress on the



basis of a Programme Chart submitted by the Tenderer immediately before commencement of work and agreed to by the Indian Bank/Architects. Tenderer should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

#### 62.4 Programme of Work:

- a) The contractor shall also furnish within 10 days of date of receipt of letter of Award, a CPM network/ Bar Chart and PERT chart can be submitted subsequently once Bar Chart is submitted, within one month (prior to commencement of excavation works) along with quarterly milestones and resources plan for man, material & machinery to achieve the milestones for completion of work within stipulated time. This will be duly got approved from Architect/ Indian Bank. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- b) Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Architect
- c) During the execution of the work the contractor is expected to adhere to the time schedule on milestones and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work the contractor is expected to participate in the review and updating of the Network/ BAR CHART undertaken by the Architect/Indian Bank. These reviews may be undertaken at the discretion of Architect/Indian Bank either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of Indian Bank / Architect.
- d) Contractor shall submit fortnightly/ Monthly (as directed by Architect) progress reports on a computer based program (program and software to be approved by Architect) highlighting status of various activities and physical completion of work.
- e) The contractor shall send completion report with as built drawings and maintenance schedule to the office of Architect in writing within a period of 21 days of completion of work.

#### 62.5 Revised Programme

If at any time it should appear to the Architect that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 62.4 a, the Contractor shall produce, at the request of the Architect, a revised/updated programme showing the modifications to such program necessary to ensure completion of the Works within the Time for Completion.

#### 63.0 Contractor not relieved of Duties or Responsibilities.

The submission to and consent by the Bank/Architect of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

#### 64.0 Certificate of Virtual completion

The work shall not be considered as completed until the architect/Bank's Representative has certified in writing that they have been virtually completed as per Appendix –III (Proforma "C") and as below.

- a) The Architect/Bank shall normally issue to the contractor the Virtual completion certificate within one month after receiving, an application thereof from the contractor and after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawing and contract documents.
- b) Within one month of the completion of the work in all respects, the Contractor shall be furnished with a certificate by the Architect of such completion but no certificate shall be given nor shall the work be deemed to have been completed until all scaffolding, surplus materials and rubbish is cleared of the site completely. The work will not be considered as complete and taken over by the Bank, until all the temporary works, labour and staff colonies, works which are considered essential for normal functioning of Branch/residences etc., constructed, are removed and the works site cleared to the satisfaction of the Consultant / Bank.
- c) If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Consultant / Architect may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean up the site and the contractor shall forthwith pay the employer for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except of any sum actually realized by the sale thereof.
- d) The Architect shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Virtual Completion Certificate within 30 days of completion, to the satisfaction of the Architects /Banks, of the Works so specified and remedying any defects so notified.

The contractor, after obtaining the Virtual completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

The defects Liability Period shall commence from the date indicated in the virtual completion certificate issued by the Architect.



- e) **CERTIFICATE** (to be issued by the Architect) It is certified that various items of works claimed in the ..... RA Bill by Contractor ..... has been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard and/or prescribed specifications and drawings. Quality and rates verified. The material supplied and work done conform tender specifications. We further certify that we have checked the measurement to the extent of 100 per cent of each item claimed in this bill. As net amount of Rs..... (Rupees ..... ) is recommended to be paid to the contractor making the total upto date payment of Rs..... (Rs. .... )Quality and rates verified. The material supplied and work done confirm with the tender specifications.

**DATE :** **PROJECT ARCHITECT / CONSULTANT**

The above certification shall be endorsed in the relevant Measurement Books also by the Consultant.

#### **65.0 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 and wear due to faulty material and workmanship.
- b) The DLP commences from the certified date of Virtual Completion Certificate issued by the Architects/Indian Bank. DLP – 1 year from the Date of issue of Virtual Completion Certificate for the work by Architects.
- c) Whenever the Indian Bank is of the view that the defects in the workmanship and/or materials used are likely to be apparent only over a long period, the Defect Liability Period may be extended as deemed fit.

#### **66.0 Price Basis**

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 Indian Bank/ Architects detailed analysis of any or all the rates shall be submitted. The Indian Bank/ Architects shall not be bound to recognize the Tenderer's analysis.



The unit rates mentioned in schedule of rates shall remain firm and shall not be subjected to any escalation throughout the currency of the contract.

The quoted rates shall be inclusive of supply of all materials required for completing the item works.

Payment shall be made on the actual quantum of work executed, duly certified by Architect / Project Management Architect.

The rates quoted shall be based on laws, levies, taxes and duties applicable on the date of LOI. Any statutory variations thereto and / or new levies due to an act or enactment, after the date, shall be to the employer's account against documentary evidence within the contractual completion date. Any such variation/imposition of new taxes and levies beyond the contractual completion date shall be to the contractor's account.

Contractor shall satisfy himself on the applicability of various taxes, duties, levies etc. as applicable for such work and quoted prices shall be inclusive of all such liabilities. Employer / Project Management Architect shall not be liable to any liability of the Contractor on this account. Contractor shall periodically produce documentary proof for having fulfilled the above obligations in time, including proof of payment, proof of filing of returns, etc. failing which Employer / Project Management Architect reserve the right to take appropriate action at the cost and consequence of the Contractor.

Income Tax, at applicable rates, shall be deducted from the Contractor's Bills, as per Income Tax Act and TDS Certificate issued thereof.

#### **67.0 Agreement**

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

#### **68.0 Permits and Licenses**

Permits and licenses for release of materials which are under Government control will be arranged by the Tenderer. The Indian Bank will render necessary assistance, sign any forms or applications that may be necessary.

The Indian Bank/ 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 Tenderer. It may be clearly understood that no compensation or additional charges can be claimed by the tenderer for non-availability of such materials in due time on this account or according to his own requirements.

#### **69.0 Government and Local Rules**

The Tenderer shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The Tenderer shall give all notices



required by said Act, Rules, and (CMDA/NBC) Regulations and Bye-laws etc., and pay all fees / fines payable to such authority / authorities 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 Indian Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

#### **70.0 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 Indian Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

#### **71.0 Variations to be approved by the Bank / Architect**

Notwithstanding anything herein contained, the Architect/Architect or his representative shall not, without prior concurrence in writing of the Bank, issue any instructions, verbal or in writing, the Architect can get the work done upto an amount of Rs.25,000.00 (Rupees Twenty five thousand only) and all instruction issued to the contractor should forthwith be brought to the notice of the Bank. The contractor shall submit through the Architect, a statement of variations giving rise quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Bank shall form a supplementary tender. The Bank shall not be liable for payment of such variations until these statements are sanctioned by the bank.

#### **72.0 Failure by contractor to comply with architect / consultant's instructions.**

If the Contractor after receipt of written notice from the Architect / Architect requiring compliance within ten days fails to comply with such further drawings and/or Architect's instructions, the Bank may employ and pay other persons to execute any such work whatsoever the may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on the Certificate of the Architect / Architect as a debt or may be deducted by him from any moneys due to the Contractor.

#### **73.0 Other Persons Engaged by the Indian Bank**

The Indian Bank 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 Tenderer shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main Tenderer shall extend all cooperation in this regard.

#### **74.0 Tenderer to provide everything necessary.**

The Tenderer 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 Tenderer finds any discrepancies therein he shall immediately and in writing, refer the same to Indian Bank/ Architects / PMC whose decision shall be final and binding.

- 74.1 The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.
- 74.2 The Tenderer shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection for the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Tenderer shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring, etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Indian Bank/Architects.
- 74.3 The Tenderer shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Indian Bank shall otherwise direct. The Tenderer shall at all times give access to workers employed by the Indian Bank or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Indian Bank as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

#### **75.0 Tools, Storage of Materials, Protective Works and Site Office Requirements.**

The Tenderer shall maintain a site office with site engineer to receive instruction notices or communications etc

- 75.1 All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects. The Tenderer shall provide at his own cost all artificial light required for the work and to enable other Tenderers and sub-Tenderers to complete the work within the specified time. The tenderer shall provide suitable temporary toilets/ablutions for its labourers & staff and keep the same in a clean and sanitary condition to the satisfaction of the Indian bank /Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.
- 75.2 Every precaution shall be taken by the Tenderer to prevent the breeding of mosquitoes on the works during the construction, and all receptacles; cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes.



- 75.3 The Tenderer shall indemnify the Indian Bank against any breach of rules in respect of anti-malarial, Covid 19 measures.
- 75.4 The Tenderer 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 Indian Bank.
- 75.5 Protective Measures: The Tenderer from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.
- 75.6 Tenderer shall indemnify the Indian Bank against any possible damage to the building, roads, or members of the public in course of execution of the work.
- 75.7 The Tenderer 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 on completion of the works and making good all works disturbed.

#### **76.0 Storage of materials.**

The Tenderer 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 and materials of sub-Tenderers and remove same on completion. Cement should be stored one foot above the ground level and have raised floor.

#### **77.0 Measurement & Leveling Tools.**

The theodolite levels, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Tenderer for the due performance of this contract as instructed by the Architect. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurements shall be supplied by the Tenderer.

The Mistries and the supervisors on the works shall carry with them always a steel 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 drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Tenderers as he chooses for checking the works executed or being executed on the contract. The Tenderer should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by sub-Tenderers for their work.

#### **78.0 Notice and Patents of Appropriate Authority and Owners.**

The Tenderer shall confirm 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 structures were proposed to have connection and shall before making any variations from the drawings or specification that may



be associated to so conform, give the Indian Bank/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Indian Bank/ Architects on receipt of such intimation shall give a decision within a reasonable time.

The tenderer 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 tenderer shall indemnify the employer against all claims in respect of patent rights, royalties, 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.

#### **79.0 Tenderer Immediately to Remove All Offensive Matters.**

The Tenderer shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the employer for the purpose, until the building is handed over to the employer. The Tenderer shall arrange for the disposal of the water so accumulated to the satisfaction of the employer and local authority and no claim will be entertained afterwards if he does not include in his rates for the purpose.

#### **80.0 Access**

Any authorized representative of the employer shall at all reasonable times have free access to the works and/or to the, workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Tenderer shall give every facility to the employer or their representatives necessary for inspection and 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.

#### **81.0 Materials, Workmanship, Samples, Testing of Materials**

- 81.1 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 workmanlike 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 his entire satisfaction.
- 81.2 If required by the employer/ Architects the Tenderer 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 conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Tenderer. No extra payment on this account should in any case be entertained.

- 81.3 All works to be carried out generally as per BIS Specifications. Branded items, i.e., BIS compliant items specified in the tender shall not be tested separately. However the other items if approved by employer are subjected to testing as per tender specifications. All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Tenderers must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted displayed to the employer/ Architects when so directed by the Architects and written approval from Employer/ Architects must be obtained prior to placement of order.
- 81.4 During the inclement weather the Tenderer shall suspend concreting and plastering for such time as the Employer/Architects may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of Tenderer shall be rectified. by the Tenderer in an approved manner at no extra cost.
- 81.5 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Tenderer 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 Tenderer 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 protection for the execution of the work whether by himself for special tradesmen or sub-Tenderer and any damage caused must be made good by the Tenderer at his own expenses.
- 81.6 The contractor shall prepare for approval of Architect the "Co-ordinated services drawings" for pre-planned openings so that the alterations are reduced to the minimum.
- 81.7 All materials, Plant and workmanship shall be:
- (a) Of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and
  - (b) Subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other Place or places as may be specified in the Contract, or at all or any of such places The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.



### **82.0 Removal of Improper Work**

The Architect/Indian Bank 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 Architects/Employer are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the Tenderer 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 Tenderer or may be deducted from any money due to or that may become due to the Tenderer.

### **83.0 Site Engineer/Project Management Architect:**

The term "Site Engineer/PMC" shall mean the person/agencies appointed and paid by the Employer to superintend the work. The Tenderer shall afford the Site Engineer/PMC every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer/PMC shall have no power to revoke, alter, enlarge or relax any requirements of the Tenderer or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Indian Bank.

The Site Engineer/PMC shall have power to give notice to the Tenderer or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer if any. But such examination shall not in any way exonerate the Tenderer from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the Tenderer shall take instructions only from the Architects/Employer or his representative.

### **84.0 Tenderer's Employees**

The Tenderer 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 Tenderer shall engage at least one experienced Graduate Civil Engineer (min 8 yrs experience) full time as site-in-charge and One M&E engineer for execution of the work.

The Tenderer shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Tenderer shall employ local labourers on the work as far as possible. No labourer below the age of Eighteen years and who is not an Indian National shall be employed on the work.



Any labourer supplied by the Tenderer 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 to be a person employed by the Tenderer.

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

- a) The Payment of Wages Act 1936
- b) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- c) Apprentices Act 1961
- d) Minimum Wages Act 1948.

Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The Tenderer shall keep the Indian Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Indian Bank in connection with any claim that may be made by any workmen.

The Tenderer 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 Indian Bank regarding the maintenance of proper environmental sanitation of the area where the Tenderer's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Tenderer 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 Tenderer to prevent nuisance of any kind on the works or the lands adjoining the same.

The Tenderer shall arrange to provide first-aid treatment to the laborers 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 Indian Bank and also to the Competent Authority where such report is required by law. Compliance of labour regulations:

## **85.0 Technical staff for work**

- 85.1 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the numbers to be deployed, their qualification, experience as decided by INDIAN BANK shall be final and binding on contractor. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by INDIAN BANK to take instructions.
- 85.2 Within 15 days of letter of intent, the contractor shall submit a site organizational chart and



Resume including details of experience of the Project-in-Charge and other staff proposed by him and shall depute them on the Project after getting approval from Bank/Architect. If desired by the contractor at a later date, the Project-in-Charge and other staff whose resume is approved by INDIAN BANK can be replaced with prior written approval of INDIAN BANK and replacement shall be with equivalent or superior candidate only. Decision of Bank/Architect shall be final and binding on the contractor. Even after approving the site organizational chart, the Bank/Architect, due to nature and exigency of work, can direct the contractor to depute additional staff as per the requirement.

The removal of such additional staff from the site shall only be with the prior written approval of Bank/Architect. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Bank/Architect shall be final and binding on the contractor.

The desired numbers(minimum) of personnel for the project are as follows:

S.No.	Contract Value	Graduate Engineers		Diploma Engineers	
		Civil	Mechanical/ Electrical	Civil	Mechanical/ Electrical
1	Morethan5.00 &Upto10.00 Crores	01 (min 8yrs exp)	1+1 (min 8yrs exp)	01 (min 15-yrs ex	02 (min 15yrs exp)

#### 86.0 Damage to Persons and Property Insurance Etc.

The Tenderer 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 or neglect of himself or of any sub-Tenderer or of any of his or a sub-Tenderer'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 tenderer shall be responsible for the damages/injury/accidents caused to any public in general / vehicles in general and pay necessary compensation or settlement or whatsoever in this regard.

The Tenderer shall indemnify the Indian Bank and hold harmless in respect of all and 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 compensation or damage consequent upon such claim.

The Tenderer shall reinstate all damage 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 claims for damages to the property or third parties.



The Indian Bank 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 or damages from any sums due or to become due to the Tenderer.

#### **87.0 Accounts, Receipts & Vouchers**

The Tenderer shall, upon the request of the Indian Bank 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 Tenderer 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 Indian Bank shall be final and binding on the Tenderer as to the amount of materials the Tenderer is required to use for any work under this contract.

#### **88.0 Measurements of works**

- a) The Architect may from time to time intimate to the contractor and the Bank that he requires works to be measured, and the contractor shall forth with attend or send a qualified agent to assist the Architect in taking such measurements and calculations and to furnish all the particulars or to give all assistance required by any of them.
- b) The Project Architect will take measurement of the work jointly with the contractor and enter the same in measurement books. Based on these measurements the contractor will raise the bill as per the prescribed format. Architect to verify the bill/measurement and issue certificate stating that the work completed is as per the specifications and the measurement claimed for the works, are actually executed at site. This certificate shall be issued within 2-3 Weeks after bill submission by the Contractor subject to the submitted bill complied the tender conditions.
- c) Should the contractor not attend or neglect or omit to send such agent then the measurement taken by the Architect or a person approved by him shall be final and binding on the contractors.
- d) The contractor or his sub contractor also supply without charge the requisite number of persons with means and materials necessary for the purpose of measurements or examinations at any time and from time to time of the work or counting/weighting of the materials, etc.
- e) All authorized extra works, omissions and all variations made without the Architect's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Bank) shall be included in such measurement.
- f) If need be the employer may employ a third party (consultant) to check the measurements at site over and above the certification by Architect / PMC and for which the contractor has to extend his support.



## 89.0 Payments

All bills shall be prepared by the Tenderer in the form prescribed by the Employer / Architects. Normally one 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.

- 89.1 The Contractor shall submit one numbers of hard copies and one soft copy for all bills after the certificate by the Architect/PMC.
- 89.2 The Employer/ Architect shall issue a certificate after due scrutiny of the Tenderers' bill stating the amount due to the Tenderer from the Employer and the Tenderer shall be entitled to payment thereof, within the period of honoring certificates named in these documents.
- 89.3 In case of delay due to some reasons in the processing of such bills for payment, an advance of 60% of the billed Amount (inclusive of GST) may be paid on the request of the Tenderer for the smooth progress of the work within 10 days after getting bill certificate from project Architect/PMC and submitting to the bank. The amount stated in an interim certificate shall be the total value of work properly executed and 60% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Employer as retention money of the general conditions of contract, less TDS, and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.
- 89.4 The Indian Bank will deduct retention money as per tender conditions. If the Indian Bank has supplied any materials or goods to the Tenderer, the cost of any such materials or goods will be, progressively deducted from the amount due to the Tenderer in accordance with the quantities consumed in the work.
- 89.5 All the interim payments shall be regarded as payments by way of 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 re constructed, or re-erected or be considered as an admission of the due performance of the contract, or any part there of in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Indian Bank 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 Tenderer within one month of the date fixed for completion of the work or of the date of Virtual completion certificate furnished by the Architect and payment shall be made after checking the work completely.
- 89.6 Indian Bank reserves the right to withhold in part or full payment of bills in case of non-compliance / violation of any terms and conditions stipulated in the agreement. The tenderer shall neither suspend the work nor claim for extension of time for non-payment /withholding



of payment on this account and no interest is also payable on the payment withheld/due.

- 89.7 The Architect / Consultant shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.
- 89.8 The Architect / Consultant may by any certificate make any correction in any previous certificate, which shall have been issued by him.
- 89.9 No certificate of payment shall be issued by architect if the contractor fails to insure the works and keep them insured till the issue of Virtual completion certificate.
- 89.10 No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract, neither will the contractors' have a claim for any amounts which the Architect / Consultant might have certified in any interim bill and paid by the Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding.
- 89.11 Each Running Bills should be accompanied photographs as per direction Architect taken from various points depicting status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Architect. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Architect.
- 89.12 No secured advance will be paid against perishable materials.

#### **90.0 Final Bills Measurement**

The period of final measurement after completion shall be made taken 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 Tenderers, Indian Bank, Architect and respective specialized Architects 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 for One month (maximum) from the date of completion of the contract as the period of final measurement. Even though the maximum period of One month is mentioned, it shall be endeavored to complete the measurements as expeditiously as possible.

#### **91.0 Final Bill Payment**

The final bill shall be accompanied by a certificate of Virtual completion from the Architects & Architects. Payments of final bill shall be made after deduction of Retention Money, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Indian Bank's/ Architects' certificate that the Tenderer has rectified all defects to the satisfaction of the Indian Bank/ Architects. The acceptance of payment of the final bill by the Tenderer would indicate that he will have no further claim in respect of the work executed. Contractor has to submit "No due certificate" from self as well as from the sub agencies involved by the main



contractor should be produced to the bank at the time of submitting final bill by the main contractor along with final bill approved by the architect

The period shall be 3 Months from the date of receipt of the final bill certificate from the Architect along with M book duly signed by Tenderer, and Architects and statutory Certificates wherever necessary along with as built drawings of the works executed.

The contractor has to submit 2 copies of "As built drawings" of A2 or A1 size and soft copy in CD duly certified by the Architect to the Bank along with final bill documents.

## **92.0 Enhancement in rates and quantity variation**

The tender rates shall be fixed, firm and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Indian Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. The price of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

## **93.0 Unquoted items**

The tenderers to offer their competitive rates for each and every item listed in the Bill of Qty, the tenderers who have not quoted for all the items as required in the BOQs shall be liable for rejection. In case a tenderer who has left certain items unquoted and if they happen to be overall lowest on evaluation, then their offers shall be considered subject to the unquoted items being taken as NIL (Zero) cost. The tenderer shall also give a clear undertaking to the effect that they shall execute the said items (unquoted) free of cost. In the event the tenderer refuses the above conditions and insists on additional cost for the unquoted items, then such an offer shall be rejected as invalid. In such case, Bank reserves the rights to execute the unquoted items at the cost and risk of the contractor.

For Extra works at the time of work in progress the contractor should submit the reasonable rate with the rate analysis and after approval given by the Architect/ Bank that amount will be given.

## **94.0 Abnormal rates**

The Contractor is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item consisting of all specifications and conditions of the contract. If it is noticed that the rates quoted by the tenderer for any items are unusually high (or) unusually low, it will be sufficient cause for rejection of the tender unless the Indian Bank is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the tenderer on demand. Notwithstanding anything there in stand, the rate once



accepted by the Indian Bank shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.

#### **95.0 Substitution**

Should the Tenderer desire to substitute any materials and workmanship, he/they must obtain the approval of the Indian Bank/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Indian Bank/Architects has to be obtained in writing prior to the execution.

#### **96.0 Tools, Storage of materials, Protective works and Site office requirements**

- a) The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.
- b) All drawings maintained on the site are to be carefully mounted on Boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants and other insects.
- c) The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.
- d) The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc. required.
- e) The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.
- f) Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water cans, etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.
- g) 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 Bank.

#### **97.0 Cement and cement godown**

Cement shall be procured by Contractor conforming to BIS: 8112 Specification latest edition or



higher Grade as directed by the Architect/Indian Bank. The cement shall be procured directly from the reputed manufacturers/ stockiest, which will have to be got approved from Indian Bank in advance. Relevant vouchers and test certificates will be produced as and when required. The cement shall be stored by the contractor in such suitable covered and lockable stores, well protected from climate and atmospheric affect. The cement godown shall be constructed by the contractor as per CPWD specifications at his own cost. The cement in bags shall be stored in godowns in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at contractors' cost, before use in works.

#### **98.0 Steel & Steel Stockyard**

Steel confirming to BIS specifications (latest edition) shall be procured by the contractor directly from reputed manufacturers/producers as per approved list of INDIAN BANK. The manufacturer must give a certificate that the material supplied is not a re-rolled product. The contractor will produce relevant vouchers & test certificates. Re-rolled sections will not be allowed.

Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Bank/Architect. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made.

Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of Bank/Architect, before incorporating the materials in the work.

#### **99.0 Concealed work.**

The contractor shall give due notice to the Employer / Architects whenever any work is to be buried in the earth, concrete 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 / Architect 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.

#### **100.0 Prices for extras etc. ascertainment of non-tender items**

The contractor may, when authorized, and shall, when directed in written by the Architect / Architect with the approval of the Bank, add to, omit from, or vary the works shown upon the drawings, or described in the specification or included in the schedule of quantities, but contractor shall make no addition, omission or variation without such authorization or direction. A verbal



authority or direction by the Architect / Architect shall, if confirmed by them in written seven days, be deemed to have been given in writing.

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 Tenderer without authorization from the Indian Bank.

Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) The net rates or prices in the original tender shall determine the valuations of the extra tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

Rates for all items, wherever possible, should be derived out of the rates given in the priced schedule of quantities.

- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause C hereof.

- c) Where the extra works are not of similar character and /or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Architect the net rate or price contained in the priced schedule of quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the contractor or is by reason unreasonable or inapplicable, the Architect shall fix such other rate or price as in the circumstances he shall feel reasonable and proper, with the prior approval in writing of the employer.

- d) Where extra work cannot be properly measured or valued the contractor shall be allowed days work prices as the priced schedule of quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Architect, the workman's name) and materials employed to be delivered for verification to the Architect, or his representative at to the Architect or his representative at or before the end of the week following that in which the work has been executed.

Actual cost of materials .....Rs.

Add for Labour charges .....Rs.

Add for Taxes, Transportation, If any. ....Rs.

Add for Wastage of Materials (Upper Limit 5% wherever applicable) .....Rs.



Add for 15% towards contractor's overheads and profit including

water/electricity charges (if any), ESI & PF etc. ....Rs.

Final rate arrived. ....Rs

Applicable GST will be extra.

#### **101.0 No Compensation for Cancellation/ Reduction of works**

If at any time after the commencement of the work the Employer shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender to be carried out, the Bank/Architect shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or fore-closure, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Employer/Architect shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued by Employer and returned by the Contractor to Employer, credit will be given to him by the Employer/Architect at rates not exceeding those at which they were originally issued to him after taking into consideration any deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Employer/Architect shall be final.

#### **102.0 Preparation of Building Works for Occupation and Use on Completion**

The whole of the work will be thoroughly inspected by the Tenderer and deficiencies and defects put right. On completion of such inspection the Tenderer shall inform the Indian Bank that he has completed the work and it is ready for inspection. On completion the Tenderer shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Indian bank.

#### **103.0 Clearing Site on Completion**

On completion of the works the Tenderer shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Indian Bank/ Architects.

The main /Principal contractor is only responsible for the cleanliness of the site/building



irrespective of numbers of sub agencies deployed by them to carryout various other works in the tender.

#### **104.0 Escalation**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. unless specifically provided in these documents.

#### **105.0 Suspension**

If the Tenderer except on account of any legal restraint upon the Indian Bank preventing the continuance of the work or in the opinion of the Indian Bank 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 Indian Bank shall have the power to give notice in writing to the Tenderer requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the Tenderer shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Tenderer fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Indian Bank may proceed as provided with the process of Termination of Contract.

#### **106.0 Termination of Contract by Indian Bank**

If the Contractor being an individual or a Firm, commits any "act of insolvency" or shall be adjudged an Insolvent or being an Incorporate company, shall have an order for supervision of the court and the official Assignee or the Liquidator in such acts of insolvency and winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Indian Bank / Architect.

OR if the Contractor (whether an individual, Firm or Incorporated Company) shall suffer execution or other process of court attaching property to be issued to the Contractor.

OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractors.

OR shall assign or sublet this Contract without the consent in writing of the Bank first obtained.  
OR shall charge or encumber this Contract or any payment due or which may become due to the Contractor hereunder.

OR if the architect / Architect shall certify in writing to the Bank that the contractor:

- a) Has abandoned the Contract, or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions

suspended the progress of the works for fourteen days after receiving from the Architect notice to proceed, or

- c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d) Has failed to remove materials from the Site or to pull down and replace work within seven days after receiving from the architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions or,
- e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the contractor to observe or perform the same.

Then and in any of the said cases the Bank may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect/Bank or obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract has not been so determined, and as if the work subsequently executed had been executed by or on behalf of the Contractor, And further, the Bank by his agent or servants may enter upon and take possession of the work and all plant, tools, scaffoldings, shed, machinery, steam and other power utensils and materials lying upon the premises or on the adjoining land or roads and use 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 the employing any other contractor or person or persons to complete the works and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing or finishing or using the materials and plant for the work. When the work shall be completed or as soon as thereafter as convenient the Architect shall give a notice to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within the period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction or through suitable mode as per bank's discretion, and give credit to the Contractor for the net amount realized after deducting there from the cost of removals and sales by the Employer for the value of said plant and materials so taken possession of by the Bank and the expense or loss which the bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount, which shall be so payable thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, on termination of the contracts, the contractor shall forthwith remove himself and his works men from the works.

## 107.0 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 the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of 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 other of them and to the Indian Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.



The Parties concerned shall designate an arbitrator on mutual consent/consensus. The matter shall be referred to IBA for appointment of Sole Arbitrator, in the event of not being able to arrive at mutual consent. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator or the Sole 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”.

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 Tenderer shall be withheld 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, extend the time formaking and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute, in accordance with the terms of the contract and give a reasoned award.

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 whomand in what manner, such costs or any part thereof shall be paid and may fix or settle andamount of costs to be so paid. The award of the Arbitrator shall be final and binding onboth the parties.

Subject to aforesaid the provisions of the “Arbitration and Reconciliation Act 1996” orany statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Indian Bank and the Tenderer hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

Submitting to Arbitration may be considered as an additional remedy and it does not preclude the parties to seek redress/other legal course.

## **108.0 Addenda/ Corrigenda**

Addenda/Corrigenda to the tender documents may be issued prior to the date of opening of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and



stamped as confirmation of its receipt and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.

#### **109.0 QUALITY assurance programme**

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The contractor shall prepare and finalise such Quality Assurance Programme within 15 days from letter of intent. INDIAN BANK shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

- a. Organization structure for the management and implementation of the proposed Quality Assurance Program.
- b. Documentation control system.
- c. The procedure for purpose of materials and source inspection.
- d. System for site controls including process controls.
- e. Control of non-conforming items and systems for corrective actions.
- f. Inspection and test procedure for site activities.
- g. System for indication and appraisal of inspection status.
- h. System for maintenance of records.
- i. System for handling, storage and delivery.
- j. A quality plan detailing out quality practices and procedures, relevant standards and Acceptance levels for all types of work under the scope of this contract.

The Contractors in the formats appended hereto shall submit all the quality reports. Checklist enclosed here in this document shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/ Formats appended hereto, the Format for the same may be developed and submitted to Bank/Architect for approval and the same shall be adopted. These filled in formats shall be prepared in two copies and duly signed by representatives of contractor and Indian Bank. required as per technical specifications or by Bank/Architect shall be included in the Contractor's quoted rates in the Bid/Schedule of quantities.



## **110.0 Contract coordination Procedures, Coordination meetings and Progress reporting**

The Contractor shall prepare and finalize in consultation with Indian Bank, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Intent for the purpose of execution of the Contract.

The Contractor shall have to attend all the meetings at any place in India at his own cost with Indian Bank, Owners/ Clients or Architects of Indian Bank/ Owner/ Client during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these inclusions. The Contractor shall not deal in any way directly with the Clients/ Owners or Architects of Indian Bank/ Owner/ Clients and any dealing/ correspondence if required at any time with Clients/ Owners/ Architects shall be through Indian Bank only.

## **111.0 Integrity Pact**

This Contract will fall under the ambit of “Integrity Pact”, as per Bank’s/ CVC norms. Integrity pact envisages an agreement between the prospective vendors/tenderers and the buyer, committing the persons/officials of both the sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/tenderers who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

The essential ingredients of the Pact include:

- a. Promise on the part of the Principal (Indian Bank) not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all tenderers with equity and reason.
- c. Promise on the part of the tenderers not to offer any benefit to the employees of the Principal not available legally.
- d. Tenderers not to enter into any undisclosed agreement or understanding with other tenderers with respect to prices, specifications, certification, subsidiary contracts etc.
- e. Tenderers not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under Prevention of Corruption/ Indian Penal Code Act.
- f. Foreign tenderers to disclose the name and address of agents and representatives in India and Indian Tenderers to disclose their foreign principals.
- g. Tenderers to disclose the payments to be made by them to agents / brokers or any other intermediary.
- h. Tenderers to disclose any transgressions with any other company that may impinge on the anti corruption principle.



- i. Integrity Pact, in respect of a particular contract, shall be operative from the date of Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the tenderers and exclusion from the future business dealings.

The Details of the Independent External Monitor (IEM) appointed by the Bank, is as follows:

<b>Shri BALRAJ JOSHI</b> <b>Ex CMD, NHPC (Retd)</b> <b>Flat No. 406, Urja Vihar, Sector-45,</b> <b>Faridabad-121010</b> <b>Email: balrajjoshi@hotmail.com</b>	<b>Shri BrahmDutt, IAS (Retd)</b> <b>CII / 2282, Vasant Kunj,</b> <b>New Delhi-110070</b> <b>Dutt.brahm@gmail.com</b>
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## **ADDITIONAL CONDITIONS OF CONTRACT (ACC)**

### **1. COMPLETION SCHEDULE**

The contractor will be required to work according to a programme given to them by the consulting Architects/ PMC, based on the priorities of the employers. The contractor will be required to prepare bar charts on the basis of the programme given to them and get these approved by employer/ Architects. The overall completion programme of the work will be 18 months.

### **2. OTHER RULES AND REGULATIONS**

- a. All E.S.I formalities or prescriptions under Workmen Compensation Act will be adhered to by the contractor. He will have to observe the regulations prescribed under the contracts Labour-Regulations & Abolition Act, 1970 and rules formed there under.
- b. The contractor shall not employ any labour below the age of 18 years and shall pay his labourers not less than the wages paid for similar work or the fair wage. Fair wage means wage whether for time or piece work as defined in the minimum wages act.
- c. The Contractor shall at his own cost, obtain permission from the local bodies if any required.
3. The debris/dust or any wastage generated out of the said work shall be cleaned as frequently as required and as instructed by the Employer. Debris net / safety net to be provided cover the project site as per the directions of Bank/Architect.
4. For bringing the materials from outside to the site, RTO regulations would have to be taken care.
5. The successful tenderer should prepare the layout of the work and any other working/ detail drawing related to the said Work on a 1:100 scale showing the same should be got approved from the Employer within 7 days.
6. Care shall be taken while executing the said job, If anything is damaged the same shall be rectified at no extra cost.
7. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Employer verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity fixed at site. No overhead and profit shall be considered on the cost difference. The basic prices are at site inclusive of transportation, excise duty, sales tax, octroi and all other duties levied by Local authority / Government, lead & lift upto the area / floor of work.

8. 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.
9. 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.
10. 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.
11. The tenderer should note the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. Being tender for Civil, Carpentry, Plumbing HVAC, Electrical & Solar works which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the tender drawings and specifications and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which it is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor. The contractor's claim for not providing in his tender for such materials, workmanship and finish cannot be entertained.
12. The successful contractor shall make sure that they protect their materials and the materials procured by Employer and hand them over in good shape to the Employer satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Employer.
13. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, core cutting, drilling holes etc to support the frames, partitions, make the surface good after grouting etc.
14. Neat housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc from the site at their own cost and the same shall be organized at regular basis (maximum of one week).
15. 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.
16. The Employer shall, during the progress of works, have power to order in writing from time to time the removal from, the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in



accordance with the Specifications or instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.

17. The contractor shall submit to the maximum number of labours to be engaged on a single day in the job. Any subsequent increase should be informed to the Employer without delay. If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner, Govt of India, Chennai.
18. The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him.
19. The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative/Labour Dept. Officials as and when required.

## PREAMBLE TO SCHEDULE OF QUANTITIES

1. Tender shall be on the basis of items rates which shall include the cost of materials, labour, all taxes, duties, and all other appurtenant services required for the complete installation, testing and commissioning in accordance with relevant drawings and meeting the requirements of the specifications and relevant I.S. specification including the fees for inspection together with the liabilities and obligations as detailed in the general conditions of contract.
2. Prices shall remain firm and free from variation due to rise and fall in the cost of materials and labour or any other price variation whatsoever whether during the stipulated period of execution or during extended period of completion if any, except direct statutory, increases by the Act of Govt. or Local bodies.
3. Item rates shall remain valid for any variations in the estimated quantities given in the schedule of quantities.
4. In order to facilitate the technical scrutiny of various quotations, the tenderer must supply with their quotations detailed technical particulars, make catalogues and erection drawings for various items under different parts specified in the schedule of quantities.
5. The drawings and specifications lay down minimum standards for equipment and workmanship. Deviations, if any, shall be clearly set down. In the absence of any deviations, it will be deemed that the tenderer is fully satisfied with the intents or the specifications and drawings and their compliance with the statutory and fire insurance provision including local codes. Where the drawings and specifications conflict the more stringent shall apply.
6. All installations shall be tested as specified and a test certificate in the prescribed form required by the authorities shall be furnished.
7. The entire installation shall be guaranteed against any defective materials of workmanship for a period of 12 months from the date of installation as certified by the architects and taken over by the employer. During the guarantee period, all defects shall be rectified by the contractor, free of cost.
8. The tenderers must acquaint themselves of the site conditions and take note of all factors while quoting the rates, as no extra will be allowed on any ground.
9. The employer shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
10. The plan, agreement and documents mentioned shall form the basis of this contract and the decision of the said Bank/Architects for the time being as mentioned in the conditions of contract in reference to all matters of dispute as to the materials, workmanship or account and as to the intended interpretation of the clauses of the agreement of any other document attached hereto shall be final and binding on both parties and may be made a Rule of Court.

11. The said contract comprises the works mentioned in the BOQ (Bill of Quantities) and all subsidiary works (if any) connected therewith within the same site as may be ordered to be done from time to time by the said Employer / architects, even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
12. The employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out without prejudice to this contract.
13. The said conditions shall be read 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 in such conditions contained.
14. Further, letters exchanged between the employer and the contractor after the receipt of this contract as cited shall form an integral part of this contract.
15. The successful tenderer shall supply completion drawings of the entire installations as executed at site drawn to scale approved by the employer / architects after the completion of the work. But before completion certificate is given by the employer / architects upon receipt of the completion drawings, as built drawings of the work only, the final bill will be released.
16. The making of building as per approved drawing is Contractor's scope. Completion Certificate related drawings / documentation will be initiated by Indian Bank along with the Architect. Coordination and liaison / follow up with Govt. agencies shall be in Contractor's scope.  
  
Obtaining all Building Services related Statutory approvals (including preparation of drawings/ Documentation) for Electrical, Plumbing, Lift, Fire likewise are in the scope of the Contractor.  
  
Good for Construction Drawings in line with CMDA approval drawings will be issued by Architect/ Bank. Any deviations from the Drawings during construction will be under Contractor's responsibility.
17. The materials of the first preference shall be used by the contractor may exclude himself of not doing so only if the required range as per tender specifications is not manufactured, by the manufacture. The evidence of such case shall be supported by a letter from the respective manufacturer. Samples of all fittings and accessories shall be approved by the employer/architects prior to their installation.



## INTEGRITY PACT

**INTEGRITY PACT Between Indian Bank hereinafter referred to as "The Bank"**

**And..... Hereinafter referred to as "The Tenderer/ Contractor"**

### **Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for .....

The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airness/transparency in its relations with its Tenderers(s) and/or Contractor(s).

In order to achieve these goals, the Bank will have an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1— Commitments of the Bank**

The Bank commits itself to take all measures necessary to prevent corruption and to Observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Tenderer(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential/additional information through which the Tenderer(s) could obtain an advantage in relation to the tender processor the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.



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

## **Section 2— Commitment of the Tenderer(s)/ Contractor(s)/ sub-contractors (agencies)**

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

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

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

The Tenderer(s) / Contractor(s)/ sub-contractors will not commit any offence under the relevant IPC/PC Act: further, the Tenderer (s)/ Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Tenderer(s) / Contractor(s)/ sub-contractors of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Tenderer(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Tenderer(s) / Contractor(s)/ sub-contractors. Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.

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



The Tenderer(s) / Contractor(s)/ sub-contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section3- Disqualification from tender process and exclusion from future contracts**

If the Tenderer(s) / Contractor(s)/ sub-contractors, before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Tenderer(s) / Contractor(s) from the tender process.

### **Section4— Compensation for Damages**

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

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

### **Section5– Previous Transgression**

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

The Tenderer agrees that if he makes incorrect statement on this subject, tenderer is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

The imposition and duration of the execution of the tenderer will be determined by the tenderer based on the severity of transgression.



The Tenderer/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.

Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Tenderer/ Contractor as deemed fit by the Bank.

If the Tenderer(s) / Contractor(s)/ sub-contractors can prove that he has resorted/ recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

### **Section6–Equaltreatment of all Tenderers/Contractors/Sub Contractors**

The Tenderer(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Tenderer(s) / Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Sub-contractors/Sub-vendors.

The Bank will enter into agreement with identical conditions as this one with all Tenderers/ Contractors.

The Bank will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Tenderer(s) /Contractor(s) /Sub contractor(s)**

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

### **Section8-Independent External Monitor/ Monitors**

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

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the



information and documents of the Tenderers / Contractors as confidential. He reports to the Authority designated by the Bank.

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

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

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

The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.

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

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



### **Section9—PactDuration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other tenderers 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

### **Section10—Examination of Books of Accounts**

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Tenderer and the Tenderer shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

### **Section11– Other provisions**

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.

Changes and supplements as well as termination notices need to be made in writing Side agreements have not been made.

If the Contractor is a partnership or a Consortium, this agreement, must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

In the event of any contradiction between the Integrity Pact and its Annexure,

the Clause in the Integrity Pact will prevail.

Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at .....on.....

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## ARTICLES OF AGREEMENT

**THIS AGREEMENT** is made on this ..... day of .....month of ..... between Indian Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, 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 Construction of New Branch cum Residential building for existing Indian Bank Velachery Branch Building after Demolition of old building along with necessary Infrastructure(UG Sumps etc), Elevation Features etc, complete Works at Indian Bank Velachery Branch Located at New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai- 600042.

**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 the construction and finishing Works 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 :**
3. 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 inclusive all taxes, royalty ,duties, cess, octroi and other levies mentioned the tender documents except GST.
4. **Completion Period and Liquidated Damages for delay:**  
Time is the essence of the Contract. The work is to be completed in all respects within 18 Months' time reckoned from 15th 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 at the rate of 0.5% for per week of delay on the contract value subject to maximum of 7% of contract value.
5. **Earnest Money & Initial Security Deposit :**  
The contractor has provided Bid Security Declaration as required by the contract as part of Earnest money . The Contractor has deposited an amount of Rs.XXX as Initial Security Deposit by way of DD in favour of "Indian Bank" payable at Chennai.
6. **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.

**7. 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.

**8. 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.

**9. Inspection of Work:**

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

**10. Supervision:**

The Contractor shall provide competent and technical qualified engineers 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.

**11. 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.



#### 12. **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.

#### 13. **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.
- d) Epidemic/Pandemics

In case any Force Majeure condition herein mentioned occurs 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 this order.

#### 14. **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 matter shall be referred to IBA for appointment of Sole Arbitrator, in the event of not being able to arrive at mutual consent. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator or the Sole 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".

Indian Bank reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

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

# TECHNICAL BID FORMATS



**Bank Guarantee No.**

**Date:**

**PERFORMANCE BANK GUARANTEE (NOT APPLICABLE)**

Indian Bank, a body Corporate constituted under the Banking Companies Acquisition and transfer of undertaking Act, having its Corporate Office at No.254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014 (hereinafter referred to as Indian Bank) have entered into Agreement/Contract/Order No.----- dt ----- (hereinafter called "the said Contract/ the said Order") with M/s ----- [hereinafter called "the said Contractor/Supplier"] for the work of **Construction of New Branch cum Residential building for existing Indian Bank Velachery Branch Building after Demolition of old building at New door No.261, Old No 32/B, Velachery Main road, Velachery, Chennai-600042.**

----- at -----  
-----

1. Whereas under the terms of the said Agreement/Contract/Order, the Contractor/Supplier is required to furnish a Performance Bank Guarantee for 5% of tendered value i.e Rs. -----/- (Rs. Amount in words) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the said equipment supplied to Indian Bank during warranty period as per the warranty terms stipulated in the Agreement/Order.

2. Accordingly, we -----(name & Address of the issuing Bank) (hereinafter referred to as "The Surety:", which expression shall , unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted Assignees.) at the request of ----- (name & Address of the contractor) do hereby undertake to pay to Indian Bank an amount not exceeding Rs. -----/- (Rs. Amount in words) on the failure of Contractor/Supplier in performance of their obligations as per the terms and conditions of the Contract/Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract/Order.

3. The Surety do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from Indian Bank within 10 days of such demand stating that the amount claimed is due by way of breach of terms and conditions of the Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rs. Amount in words) and We undertake to pay to Indian Bank a amount not exceeding Rs. -----/- (Rs. Amount in words) so demanded notwithstanding any dispute or disputes raised by the contractor/supplier of the equipment in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

4. The Surety further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Order and that it shall continue to be enforceable till all the dues of Indian Bank under or by virtue of the said Contract/Order have been fully paid and its claims satisfied or discharged or till Indian Bank certifies



that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said Contractor/supplier(s) and accordingly discharges this guarantee.

5. The Surety further agree with Indian Bank that Indian Bank shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor/Supplier of the equipment from time to time or to postpone for any time or from time to time any of the powers exercisable by Indian Bank against the said contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/ Supplier or for any forbearance, act or omission on the part of Indian Bank or any indulgence by Indian Bank to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Surety lastly undertake not to revoke this guarantee during its currency except with the previous consent of Indian Bank in writing and agree that any change in the constitution of the said contractor/Supplier or the said Bank shall not discharge the Bank of its liability under this deed.

7. The validity of Bank Guarantee shall be up to DD/MM/YY

And such date shall cover the period of warranty of all the supplies and excludes the period of defect liability. The Bank Guarantee shall remain valid for the period up to which the contractor is obliged for due performance of the said Agreement/ Contract/Order including the warranty period.

This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

8. All the claims under this guarantee must be presented to the bank in writing. Notwithstanding anything contained hereinbefore. Our liability under this guarantee is restricted to Rs. -----  
--/- (Rs. Amount in words) . The guarantee is valid up to DD/MM/YY or extension thereof.

Unless a claim or demand made in writing is presented to us on or before DD/MM/YY, the date of expiry of this guarantee all your rights under this guarantee shall be lapsed and we shall be released and discharged from all liabilities there under.

In witness where of the Bank through its officials has set its hand and stamp on ---day of -----  
and the year----- at -----.

SIGNED AND DELIVERED For and on behalf of

For and on behalf of above named Bank. (Banker's Name and Seal)

Branch Manager  
(Banker's seal)  
SEAL OF THE BANK



## **Annexure-1**

### **e-REVERSE AUCTION GUIDELINES**

These Guidelines are intended to guide about e-Reverse Auction processes, awarding criteria, and confidentiality requirements, and to the binding nature of bids made at e-Reverse Auction.

The aim of e-Reverse Auction is to enable negotiations to be engaged in using technology that allows a faster pricing process, a more objective way of selecting tenderers and greater transparency of market prices. Indian Bank and tenderers are expected to follow the standards set forth in these Guidelines.

- 1) Reverse Auction are carried out under the framework of rules as defined by Indian Bank and all tenderers participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to Indian Bank in the prescribed format (Annexure – 2).
- 2) Any tenderer not willing to submit such an undertaking shall be disqualified for further participation with respect to the said repair& renovation works.
- 3) Reverse Auction shall be carried out amongst all the tenderers who have qualified for opening their price bid.
- 4) The overall lowest price quoted by the tenderer will be considered as Reserve Base Price during reverse auction, further the item wise price of all items shall be arrived from the overall lowest quoted price in the same ratio as quoted by the tenderers earlier in the financial bid and all the technically qualified tenderers will be considered at same platform.

Decrement value to be kept for conducting Reverse Auction shall range from 0.50% extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 60 minutes from the start of the auction. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a tenderer places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. There will be unlimited extensions available during the Online Reverse Auction.

- 5) The eligible tenderers can participate in the online Reverse Auction from any place of their choice and need not to visit Banks' Corporate Office for this purpose.



- 6) The User ID and password for online reverse auction is same as used in online bidding process/ provided at the time of tenderer registration.
- 7) The Reserve Base Price for Reverse Auction will be informed after the Opening of Price Bid. This shall be the lowest rate received against the initial price bids submitted by participating tenderers.
- 8) Bank shall make all out efforts to rectify the problem(s) leading to system failure during the online reverse auction. However in case the system could not be restored within the reasonable time period as deemed fit by Bank, the reverse auction event shall be suitably extended/ shall be restarted again after rectification by giving a new schedule for the same, which shall cover the left over time period as per the original schedule. On restart of reverse auction the last R1 price received during reverse auction at which the reverse auction event got terminated, shall be the starting price.
- 9) Where necessary, Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction to familiarize the vendors/ tenderers with Reverse Auction process.
- 10) Any vendor/ tenderer not participating in training shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- 11) No request for postponement/ fixing of Training Date/ Time shall be entertained.

The Date and Time of commencement of Reverse Auction shall be communicated to the shortlisted tenderers at least One day in advance.

- 12) Any force majeure or other condition leading to postponement of auction shall entitle Bank to postpone the auction.
- 13) The Reverse Auction may be conducted by Bank through a service provider specifically identified/ appointed/ empaneled by Bank.
- 14) In case Reverse Auctions conducted by Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction. The Service Level Agreement (SLA) by Bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction.
- 15) All the bids made from the log-in ID given to tenderer shall ipso facto be considered. Bids are to be made by the vendor / tenderer using log-in ID and password assigned by the service provider /auctioneer.



- 16) Any bid once made through registered log-in ID / password by the vendor / tenderer cannot be cancelled. The tenderer, in other words, is bound to execute the “Demolition of existing Indian Bank Velachery Branch Building and Construction of Commercial cum Residential building” as per the tender at the bid price in the reverse auction.
- 17) Every successive bid by the tenderer / vendor being decremented bid shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- 18) No two bids can have identical price from two different vendors. In other words, there shall never be a “Tie” in bids.
- 19) All tenderers will be able to view during the auction time the current lowest price in portal. Tenderer shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- 20) Names of tenderers/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to Bank with all details of bid and the original names of the tenderers and the L-1 tenderer.
- 21) Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of Bank.
- 22) The successful vendor/ tenderer shall be obliged to provide a item wise Bill of Material at the last bid price at the close of auction.
- 23) No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other tenderers. If any such practice comes to the notice, Bank shall disqualify the vendor / tenderers concerned from the reverse auction process.
- 24) Tenderer shall not disclose details of its bids or any other details concerning Reverse Auction process of Bank to any other third party without specific permission in writing from Bank.
- 25) Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in



the process before deciding to stop or extend the auction.)

- 26) Any aggrieved vendor / tenderer through Reverse Auction process can represent in writing within 24 hours of the Reverse Auction to Bank, failing which no representation/ complaint etc. shall be entertained.
- 27) Bank decision on award of Contract shall be final and binding on all the Tenderers.



## **Annexure-2**

### **ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT (To be signed and stamped by the tenderer)**

In a bid to make our entire procurement process more fair and transparent, Bank intends to use the reverse auctions as an integral part of the entire tendering process.

The following terms and conditions are accepted by the tenderer on participation in the bid event:

- 1) Bank shall provide the user id and password to the authorized representative of the tenderer. (Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
- 2) Banks' decision to award the work would be final and binding on the suppliers/ tenderers.
- 3) The tenderer agrees to non-disclosure of trade information regarding the purchase, identity of Bank, bid process, bid technology, bid documentation and bid details to any other party.
- 4) The tenderer is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction, failing which Bank will not be liable in any way.
- 5) In case of bidding through Internet medium, tenderers are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of Bank.
- 6) In case of intranet medium, Bank shall provide the infrastructure to tenderers. Further, Bank has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the tenderers to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
- 7) In case the tenderer fails to participate in the auction event due any reason whatsoever, it shall be presumed that the tenderer has no further discounts to offer and the initial bid as submitted by the tenderer as a part of the tender shall be considered as the tenderer's final no regret offer. Any offline price bids received from a tenderer in lieu of non-



participation in the auction event shall be out rightly rejected by Bank.

- 8) The tenderer shall be prepared with competitive price quotes on the day of the bidding event.
- 9) The prices as quoted by the tenderer during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site but exclusive of GST.
- 10) The prices submitted by a tenderer during the auction event shall be binding on the tenderer.
- 11) No requests for time extension of the auction event shall be considered by Bank.
- 12) The original price bids of the tenderers shall be reduced on pro-rata basis against each line item based on the final all inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Tenderer

## APPENDIX – I

### PROFORMA 'A'

#### CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Name & Number of Insurance Policy with description	Value of Insurance	Validity Period	Loss or damage to work (covered under Policy) or any part thereof and all materials at site from any cause whatsoever
1.	2.	3.	4.
a) b) c)			
Damage, loss or injury to any property of the Employer's or Project Management Architect's or his agent's and servant's		Claims under the Workman compensation Act 1923, the Minimum Wages Act 1948 & Contract labour (Regulation and Abolition) Act 1970	Remarks
5.	6.	7.	
a) b) c)			

NB: Details of further policies taken if any and the loss or damage if any under that policy may please be indicated separately at appropriate places.

Signature of Contractor

Address:

Witness:

## **APPENDIX - II**

### **PROFORMA 'B1'**

### **MEASUREMENT SHEET**

Running Bill No. \_\_\_\_\_

Name of the Work \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

Sr. No.	Item	Qty. as per contract	Unit	No. / Length	Qty. of Present Bill

NOTE: Quantity of Present Bill shall be carried forward to Interim Bill.

-----



**PROFORMA 'B2'**

**INTERIM BILL**

FORMAT FOR RUNNING BILL (To be submitted by the contractor)

I	Name of the Contractor / Agency	:	
II	Name of the Work	:	
III	Sr.No. of the Bill	:	
IV	Sr.No. of the Previous Bill	:	
V	Reference to Agreement No.	:	
VI	Date of written order to commence	:	
VII	Date of Completion as per Agreement	:	
VIII	Date of Measurements	:	
XI	Present status of work	:	

Sno.	Items Description	Unit	Rate	Qty. as per measurement	Tender Amount Rs.
1	2	3	4	5	6

Up to previous RA Bill		Up to date gross		Present bill		remark
qty	Amt.	Qty.	Amt.	Qty.	Amt.	
7	8	9	10	11	12	13



## **INTERIM BILL : Abstract**

Running Bill No. ....

Tender Amount Rs. ....

Value of work done Rs. ....

Less rebate ( - ) Rs. ....

Net Value of work done Rs. ....

Extra variation items after settlement @100% Rs. ....

Extra variation items without settlement @60% Rs. ....

Total

Total payable Rs. ....

### **Deductions**

1. Retention money Rs. ....

2. Recovery of advance if any Rs. ....

3. Income-tax Rs. ....

4. Any other Rs. ....

5. Total bill paid till last bill Rs. ....

Total deductions Rs. ....

Net payable Rs. ....

Amount certified for payment Rs. ....

**Note :** This page shall be signed and stamped by the Site Engineer, Contractor and Project Architect.



## **APPENDIX - III**

### **PROFORMA 'C' REPORT OF VIRTUAL COMPLETION**

Draft of letter to be written by the Contractor to the Project Architect in connection with the Virtual Completion Certificate as per Clause No. 64 of General Conditions of Contract.

Having executed the work in terms of the Contract, we hereby certify and affirm that we have virtually completed the contracted works. Virtual Completion includes but not limited to

- a) Completion of all Structural elements.
- b) Completion of all finishes items (flooring, painting etc)
- c) Finishing all Plumbing works, connection of main lines to the individual units, testing and commissioning of water points.
- d) Installation, testing and commissioning of all electrical works.
- e) Installation and Testing of all Fire Fighting mechanical system and obtained electrical service line from state electricity board.
- f) The building has already obtained the Completion Certificate from 'CMDA'.
- g) Obtaining of all necessary warranties for installed system.
- h) Obtained Licence from State Fire Service Dept. for its use.
- i) Building has already energized as per the tender conditions.
- j) Building has water and sanitary connection as per the tender conditions.

We hereby certify that the work has been executed wholly to our satisfaction and with the materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

**Authorized Signatory of Contractor**



### **SUPPLEMENTARY CONDITION**

On the acceptance of his tender, the contractor will be required to execute an Indemnity Bond with-in 15 days of issue of work order in favor of the bank against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his subcontractors or his employees and agents etc. as per the appropriate Indemnity Bond attached.

It will also be covered by labour laws of the Govt. of Tamilnadu.



### **INDEMNITY BOND**

(On Non-Judicial Stamp Paper of Rs. 10/-)

KNOW all men by these presents that I/We \_\_\_\_\_ do hereby execute Indemnity Bond in favour of the Indian Bank on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

WHEREAS Indian Bank, Corporate Office, Premises, Estate Expenditure Dept, **No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014.**

Have \_\_\_\_\_ appointed \_\_\_\_\_ as the Contractors for their Proposed **Construction of New Branch cum Residential building for existing Indian Bank Velachery Branch Building after Demolition of old building at New door No.261, Old No 32/B, Velachery Main road, Velachery, Chennai-600042.**

THIS DEED WITNESS AS FOLLOWS :

I/We \_\_\_\_\_ hereby do Indemnify and save harmless Indian Bank, Corporate Office, Premises, Estate Expenditure Dept, **No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600014.** against

- 1) Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
- 2) Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor's if any, servants or agents.
- 3) Any claim by an employee of mine/ours or of sub contractors if any, under the Workmen's Compensation Act and Owners Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours of sub-contractor's if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE \_\_\_\_\_ has set his/their hand on this day of \_\_\_\_\_ 2021.

SIGNED AND DELIVERED BY THE \_\_\_\_\_ NAME AND ADDRESS

AFORESAID \_\_\_\_\_ (Contractor

## FORMS

### **Labour Record (Board to be kept in the site)**

S. No.	Description	Details
1.	Name of work	
2.	Name of Contractor	
3.	Address of Contractor	
4.	Name and Address of UNIT	
5.	Name of Labour Enforcement Officer	
6.	Address of Labour Enforcement Officer	
7.	Date:	

Weekly Holiday	
Wage Period	
Date of Payment of wages	
Working hours	
Rest interval	

## REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Sl.No.	Description	
1.	Name and Address of Contractor	
2.	Name and Address of Establishment in/under Which contract is carried on	
3.	Nature and location of work	
4.	Name & Address of Principal Employer	
5.	Name and surname of workman	
6.	Age & sex	
7.	Father's/Husband's Name	
8.	Nature of employment/designation	
9.	Permanent home address of the workman (village and Taluka and District)	
10.	Local address	
11.	Date of commencement of employment	
12.	Signature or thumb impressions Of the workman	
13.	Date of termination of employment	
14.	Reasons for termination	
15.	Remarks	

## MUSTER ROLL

SL. No.	Description	
1	Name and address of contractor	
2	Name and address of establishment in/under	
3	Which contract is carried on	
4	Nature and location of work	
5	Name and Address of Principal Employer	
6	For the month /fortnight	
7	Name of the workman	
8	Sex	
9	Father's/Husband's Name	
10	Dates(1,2,3,4,5, 12,13,14,15)	
11	Remarks	

## REGISTER OF WAGES

1	Name and address of contractor	
2	Name and address of establishment in/under Which contract is carried on	
3	Nature and location of work	
4	Name and Address of Principal Employer	
5	Wage period: per month/fortnightly	
6	Name of Workman	
7	Serial No. in the register of workman	
8	Designation/nature of work done	
9	Nos. of days worked	
10	UNITs of work done	
11	Daily rate of wages/piece rate	
12	Basic rate of Wages	
13	Dearness allowance	
14	Overtime	
15	Other cash payments (Nature of payments To be indicated)	
16	Total	
17	Deduction if any(indicate nature)	
18	Net amount paid	
19	Signature thumb impression of the workman	
20	Initials of contractor or his representatives	



## APPLICATION FOR EXTENSION OF TIME

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time has been given previously Extension granted
  - a) First extension vide Engineer-in-charge letter No. .... date Months Days
  - b) 2<sup>nd</sup> extension vide Engineer-in-charge letter No. ....Date Months Days
  - c) 3<sup>rd</sup> extension vide Engineer-in-charge letter No. .... Date Months Days
  - d) 4<sup>th</sup> extension vide engineer-in-charge letter No.....date Months Days
- Total extension previously given
9. Reasons for which extension have been previously given (copies of the previous application should be attached)
10. Period for which extension is applied for:
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.
  - a) Serial No.
  - b) Nature of hindrance



- c) Date of Occurrence
- d) Period for which it is likely to last
- e) Period for which extension required for this particular hindrance.
- f) Overlapping period, if any, with reference to item
- g) Net extension applied for
- h) Remarks, if any

Total period for which extension is now applied for on account of  
Hindrances mentioned above..... Month/days

12. Extension of time required for extra work.

13. Details of extra work and on the amount involved:

- a) Total value of extra work
- b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11&12

Submitted to the Architect

SIGNATURE OF CONTRACTOR

DATE



**GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR ANTI-TERMITE TREATMENT (in Rs.100/- non judicial stamp paper)**

THIS AGREEMENT made this day of Two thousand\_\_\_\_\_between

M/s\_\_\_\_\_ (hereinafter called the guarantor of the one part) and M/s Indian Bank,(hereinafter called INDIAN BANK) the OWNER of the other part.

Whereas this agreement is supplementary to the contract hereinafter called the contract

Dated\_\_\_\_\_

Made between the guarantor of the one part and INDIAN BANK, of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for **TEN YEARS** to be so reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Bank and shall commence the works of such rectification within seven days from date of issuing notice from the Bank calling upon him to rectify the defects falling which the work shall be got done by

INDIAN BANK/ OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Bank as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify INDIAN BANK against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by INDIAN BANK/ OWNER decision of the Bank will be final and binding on the parties.

In witness where of these presents have been executed by the guarantor and \_\_\_\_\_by\_\_\_\_\_for and on behalf of INDIAN BANK on the day of month

and year first above written.

Signed sealed and delivered by (Guarantor) IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of INDIAN BANK by/in presence of:

- 1.
- 2.



**GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATERPROOFING WORKS[UG SUMP, MACHINE ROOM, WET AREA (SUNKEN SLAB), TERRACE WATER PROOFING, OVER HEAD WATER TANK]  
(in Rs.100/- non judicial stamp paper)**

The agreement made this.....Day of. .... Two thousand.....between

.....(Hereinafter called Guarantor of the one part) and the INDIAN BANK (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (herein after called the Contract),dated.....and made between the GUARANTOR OF THE ONE part and the INDIAN BANK of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of waterproofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such waterproofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof where by proofing treatment is removed in parts.
- c) The decision of the Bank with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building waterproof to the satisfaction of the Bank at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Bank calling upon him to rectify the defects failing which the work shall be got done by the INDIAN BANK by some other Contractor at the guarantor's cost and risk. The decision of Bank as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach there under, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which he may incur by reason of any default on the part of the



GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the INDIAN BANK, the decision of the Bank will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator and by .....for

And on behalf of the INDIAN BANK on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of–

- 1.
- 2.

Signed for and on behalf of the INDIAN

BANK by \_\_\_\_\_ In presence of -

- 1.
- 2.

## NO DUE/CLAIM CERTIFICATE

We, ----- hereby accept a payment of Rs. xxxxxxxxxxxxxxxxx as full and final settlement of all our dues including tender schedule and non schedules items including measurements ,rate, price variation allowance, all type of taxes/Levies etc towards for Demolition of Existing Building (G+1 ) and New "Construction of Stilt + 5 floors, Indian Bank Velachery branch and Residential units at the existing Indian Bank Velachery Branch Premises located at New Door No.261, Old Door No.32/B, Velachery Main Road, Velachery, Chennai- 600042, assigned to us vide work order no.: \*\*\*\*\* dated \*\*\*\*\*

We also undertake to indemnify INDIAN BANK for any past/future liability pertaining to the sub contractor payment, payment of labour, suppliers, other vendors and all the statutory dues arising out of said contract.

Notwithstanding any protest recorded by us in any correspondence, documents and /or final bills etc. We waive our right to raise any protest or claim in future under this contract before any judicial/Sub-Judicial Authority including arbitrator

We are issuing this No Dues certificate with free consent and without any undue influence, misrepresentation, coercion etc.

Signature

(Authorized Signatory)

Name:

Designation

Place

Date:

Company Seal & Stamp