

**GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF  
THE TENDERER**

- 1.0 Sealed Tenders are invited from competent Air Conditioning Contractors on behalf of the Indian Bank, Zonal office, Coimbatore, herein after known as employer and also as a Bank, for the work of: **Proposed Air Conditioning works at Indian Bank Renovation of Mid Corporate branch, No: 31, Varitety Hall Road, Coimbatore - 641 001.** Scope of work involves undertaking the design based upon the parameters furnished supply, fixing, testing and commissioning of Air Conditioning with its allied works etc., which are fully described in the technical specifications.
- 2.0 Tender documents consisting of plans, specifications, schedule of quantities of the various items of work to be done and the set of terms and conditions of contract to be complied with by the tenderer whose tender may be accepted and other necessary documents can be Purchased between the dates mentioned in the Notice Inviting Tender at the office of the Senior Manager /Manager, Zonal office, furnished above.
- 3.0 The sealed tenders will be received by: The Senior Manager / Manager Zonal office, No: 31, Varitety Hall Road, Coimbatore - 641 001.. Both the envelopes will be received on or before the date & time specified in NIT. The Technical & Commercial Bid will be opened in the said office on the specified time & date as give in NIT. The Tenders will be opened in the said office on **12/04/2022 on or after 03.30 pm**
- 3.1 The tender should be submitted in a sealed envelope containing all the following details:  
i) All the schedules of the tender document, tender drawings if any, technical & commercial details & the Bill of Quantity (Price Bid).
- EARNEST MONEY DEPOSIT (EMD):** The tender, (i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money of specified amount by way of Demand Draft of a Scheduled Bank as detailed in Notice Inviting Tender.
- 4.0 No interest shall be allowed on the Earnest money. Tenders without Earnest Money shall be liable for rejection.
- 5.1 Tender shall be on prescribed form only obtained from the office of Senior Manager / Manager of, Zonal Office as detailed in Notice Inviting Tender And point 2 Above.
- 5.2 The tender document is not eligible to be transferred. The tenders shall Not be mutilated or altered or Over written or misused in any manner and shall be submitted in duly filled & signed. However for Tenderer reference a Xerox copy can be retained. The Successful tenderer will be issued with a copy of a tender document at the time of signing of the agreement.
- 5.3 The total time allowed for carrying out of the work shall not exceed the period specified In the NIT is counted from the 3<sup>rd</sup> day, from the date of issue of "Acceptance Letter " And/ or written orders to commence the work.

- 6.0 The vendors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials, labor, tools & equipment, carriage & transport, supervision, overheads & profits, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties etc. Complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
7. When a tenderer signs a tender in an Indian language the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language.
8. Issue of tender form/documents shall be stopped 2 (two) days before the date fixed for the opening of tenders.
- 9.1 The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of accepted tender including the Earnest Money as detailed in clause No. 12 of the General Conditions of the Contract.
- 9.2 The EMD of the tenderer whose tender is accepted, shall be forfeited in full in case he does not fulfill the following:  
a) Remit the Initial Security Deposit within the stipulated period  
b) Start the work by the stipulated date mentioned in the award letter.
10. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- THE EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.**
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
12. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.





- 13.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' Should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs. 2.15 "P" and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should be invariably be up to two decimal places. While quoting the rate is in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found.
- i) The rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)
  - ii) if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)
  - iii) where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.
- 13.2 In the case of any errors or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked "Original" shall be taken as correct rates.
- 13.3 All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'C', 'I', 'O' and 'ow' and initialed and total of such C, I, O and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.
- 14 An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
- 15 Sales tax, work contract tax, or any other tax , any royalties, duties, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.
- 16 The contractor shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.
- 17 No employee of the employer is allowed to work as a contractor for a period of two years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be canceled 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 employer as aforesaid before submission of the tender or engagement in the contractor's service.

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19 The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid. (Also please refer special conditions regarding validity of optional items)

The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.

20.1 It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.

20.2 Further the tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.

21.1 The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.

22.1 The Employer does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

22.2 Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information's as to risks, contingencies and other circumstances which may influence or affect their tender.

22.3 A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

23 On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.

24 All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tenders will opened in the presence of the available tenderer.



24.4 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer / consultant only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information's are furnished.

24.6 In case of other un-successful tenderer, the sealed Price bid along with EMD shall be returned treating it individually. The Employer reserves the right to accept or reject any of the offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

25 The notice inviting tender, general rules & instructions for the guidance of tenderer shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-

(a) Standard form of Agreement on stamp paper.

(b) Notice inviting tender, all the documents including tender, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,

(c) Price Bid / Schedule Bill of Quantities.

for & on behalf of the Employer.

Signature of the Authorized / Accepting Authority.  
Contractor/Tenderer  
with Name, Constitution & Seal

Signature of the  
with Seal

### **TENDER - OFFER**





I/We have read and examined the Notice Inviting Tender. Schedules, Specifications Applicable, Drawings and Designs, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of Rs..... is hereby forwarded as earnest money in form of Demand Draft of ..... (Name of the issuing Schedule Bank) bearing no. .... and date.....

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We agree that should I/We fail to deposit the full amount of initial security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Employer and the same may at the option of the Employer be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We hereby declare that I/We treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am /are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri....., Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Dated the: ..... day of 2021.

Signature of the Contractor /Tenderer

Postal Address

No. &

Telephone No

Witness, Name & address: Full  
Including Pin Code

- 1).
- 2).



## ACCEPTANCE

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Employer for a sum of Rs.\_

\_\_\_\_\_ (Rupee  
s  
\_\_\_\_\_)

The letters referred to below shall also form part of this contract

agreement: a)

b)

c)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

For & on behalf of the Employer

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_





**FORM OF  
AGREEMENT**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 2021 between, Indian Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1968, zonal office, No: 31, Variety Hall Road, Coimbatore – 641 001. amongst others a Office / Branch at \_\_\_\_\_ represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

Shri \_\_\_\_\_ S/D/o \_\_\_\_\_ resident of \_\_\_\_\_ the \_\_\_\_\_ sole proprietor of \_\_\_\_\_ M/s \_\_\_\_\_ having office at the following address \_\_\_\_\_

M/s. \_\_\_\_\_ The partnership firm having an administrative/principal office at \_\_\_\_\_ represented by its Managing/duly authorized partner.

M/s. \_\_\_\_\_ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address \_\_\_\_\_, duly represented at \_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous that certain works should be supplied, installed, tested & commissioned (viz. Electrical & allied works at their office mentioned and called for invitation to tender and the tender dated \_\_\_\_\_ furnished by the tenderer for the supply, installation and performance of such works has been accepted by the Employer on the terms and conditions as set out therein and inter alia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting Tender
  - b) General Rules and Instructions for the guidance of tenderer.
  - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
  - d) General Conditions of contract and clauses of contract along with Annexures thereto.





e) Schedules A to C consisting of Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.

f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

**Note : Strike off whichever is not applicable**

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, \_\_\_\_\_

\_\_\_\_\_ to the

Employer \_\_\_\_\_ in the presence of:

Signature of the Contractor/Tenderer(with seal)

Signature of Authorized  
representative of the Employer /  
Accepting Authority.

Witness (Signature, Name &  
Address): 1).

2).

