



PREMISES DEPARTMENT  
ZONAL OFFICE BERHAMPUR

**TENDER DOCUMENT  
ELECTRICAL WORK IN PREMISES OF  
INDIAN BANK POTHORA BRANCH,  
DISTRICT – GANJAM, ODISHA**

Date : 20.02.2023

Issued to:

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.....

<b>Last date of submission of Tender</b>	<b>27/02/2023</b> up to 15:00 HRS at Indian Bank, Zonal Office, Premises Department, Ambapua, Berhampur - 760011
<b>Date of opening Tender</b>	<b>28/02/2023</b> at 16:00 HRS Indian Bank, Zonal Office, Premises Department, Ambapua, Berhampur - 760011
<b>Cost Of Tender</b>	Free Of Cost.

**CONSULTANT:**

M/s Techno Arch  
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Near Ran singhpur Moo Bus Stop,  
Bhubaneswar-19  
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**INDIAN BANK  
ZONAL OFFICE –BERHAMPUR**

**NOTICE INVITING TENDER**

Indian Bank, Zonal Office BERHAMPUR invites sealed tenders from **Empanelled Contractors** with Indian Bank (**Single bid system**) for proposed Electrical Works in the existing Premises of **POTHORA** Branch, Dist. GANJAM, ODISHA. The Tender Documents can be downloaded from the Bank's website ([www.indianbank.in](http://www.indianbank.in)) under Tender Column.

1	Name of work	Electrical Works in the Premises of POTHORA Branch, District – GANJAM, ODISHA
2	Estimated cost of work	<b>Rs.2.93 Lakh Only</b>
3	Period of completion	20 days to be reckoned from 5 <sup>TH</sup> day from the date of issue of the Work Order or handing over of site whichever is later.
4	Validity of Tender	90 Days from the date of opening
5	Defects Liability Period	12 Months from the date of virtual completion of work
6	Earnest Money Deposit	<b>Rs.3000/- (Rupees Three Thousand Only)</b> by way of DD in favour of Indian Bank payable at BERHAMPUR <b>*Firms registered with MSME / NSIC with valid certificates issued by GOI are exempted from submitting EMD along with Tender.</b>
7	Initial Security Deposit (ISD)	After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD.
8	Retention Money (RM)	8% of the Bill Amount excluding Taxes
9	Total Security Deposit (TSD) = ISD + RM	10% of the Bid Amount (ISD – 2% & RM – 8%) ISD Amount will be refunded to Contractor within 14 days from the issue of Work Completion Certificate by the Architect and the Retention Money will be refunded after the completion of defect liability period.
10	Interim / Adhoc Payment	No Interim / Adhoc Payment will be paid
11	Liquidated Damages	<b>1%</b> per week of the Contract Value subject to maximum total of <b>10%</b> of final Contract value
12	Tender Documents	Tender documents can be obtained from Indian Bank, Zonal Office, Premises Department, 1 <sup>st</sup> Floor, Sri Krishna Vihar Chowk, Ambapua, Berhampur –760011 from <b>20.02.2023 TO 27.02.2023</b> on all working days during office hours and / or can be downloaded from the Bank's website ( <a href="http://www.indianbank.in">www.indianbank.in</a> ) under Tenders column.
13	Last date of submission of tenders	<b>27.02.2023</b> upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, <b>1<sup>st</sup> Floor, Sri Krishna Vihar Chowk, Ambapua, Berhampur – 760011</b>
14	Date of opening Tender	<b>28.02.2023</b> at 16:00 HRS Indian Bank, Zonal Office, Premises Department, <b>1<sup>st</sup> Floor, Sri Krishna Vihar Chowk, Ambapua, Berhampur – 760011</b>

Note:

1. The bank is not bound to accept the lowest tender & reserves the right to accept or reject any or all tenders/bid without assigning any reasons whatsoever.
2. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
3. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.

**ZONAL MANAGER**



**FORM OF TENDER**

**Indian Bank  
Zonal Office BERHAMPUR  
Premises Department  
1<sup>st</sup> Floor, Sri Krishna Vihar Chowk,  
Ambapua, Berhampur - 760011**

Dear Sir,

**SUB: Invitation of Tender for Electrical works  
in Premises of POTHORA Branch, District - GANJAM**

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

I/We herewith deposit **Rs. 3,000.00/- (Rupees Three Thousand Only)** by crossed demand draft payable at BERHAMPUR and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs. 3,000.00/- (Rupees Three Thousand Only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for **90(Ninety) days** from the date of opening of Envelope No.1.

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

Thanking you,

Yours faithfully,

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

Place:  
Date:

Witness    Signature:  
                  Name:  
                  Address:  
                  Seal:



## **GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS**

### **1 Definition of terms / interpretation:**

- Employer/Owner/Bank /Indian Bank/ Accepting Authority shall mean IndianBank with their Corporate Office at No. 254-260, AvvaiShanmugamSalai, Royapettah, Chennai – 600 014 inter-alia having their Zonal Office at 1<sup>st</sup> Floor Plot No.704/7172, Sri Krishna Vihar Chowk,Ambapua,BERHAMPUR – 760011and any of its employee’s representative authorized on theirbehalf.
  - Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “tenderer”), “bidered /tendered”, “bidding”/ “tendering”, etc. are Synonymous.
  - Day means calendar day. Singular also means plural
  - “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.
  - Tenderer: The term ‘Tenderer’ shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 2 Tenders, which should always be placed in sealed cover, with the name of the work written on the envelope “Electrical Work in New Premises of **POTHORA** Branch, District – GANJAM “will be received by Chief Manager (Admin), Indian Bank, Zonal Office, BERHAMPUR.
- 3 Earnest money amounting to **Rs. 3,000.00/- (Rupees Three Thousand Only)** in the form of Demand Draft drawn in favour of “**Indian Bank**”, **payable at BERHAMPUR** must accompany each tender. EMD amount will not carry interest. Tender without earnest money will be summarily rejected.  
***Please note that firms registered with MSME / NSIC under single point registration with valid certificates issued by GOI are exempted from submitting EMD. Necessary Certificates must accompany bid. No other type of certificate is acceptable. The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of Tender.***
- 4 The Indian Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- a. The rate quoted by the Tenderer shall be net (excluding GST), up to the stage of incorporation and handing over site. All taxes including (excluding GST) or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Indian Bank will not entertain any claim whatsoever in this respect.  
***The rate quoted should be excluding GST.***
- The tenderer who wishes to quote for the tender should have GST registration and should mention the registration number.**
- 5 The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
- 6 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.

- 7 The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Tender. If any tenderer who withdraws his tender before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 8 The tender for the work shall not be witnessed by a Tenderer or Tenderers who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.
- 9 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.
- 10 Transfer of tender documents purchased by one intending Tenderer to another is not permitted.**
- 11 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.
- 12 The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and in any case not later than four months.
- 13 The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Demand Draft towards Security Deposit.
- 14 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
- 15 The retention amount at 8% on the value of the bill paid will be held by the Indian Bank apart from ISD.** ISD Amount (2%) will be refunded to Contractor within 14 days from the issue of Work Completion Certificate by the Architect and the Retention Money (8%) will be released at the end of Defect Liability Period (12 Months), subject to satisfactory rectification of defects noticed, if any. ISD and Retention Amount held in our Bank's Book will not carry any interest.
- 16 The acceptance of a tender will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- 17 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 18 All rates shall be quoted on the proper form of the tender alone. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
- 19 The tenderers shall take care to price his tender rationally. Extreme under pricing or overpricing in item rates, total amount will be considered adversely in the assessment of tenders. The tenderer shall on demand submit the analysis of rates of some items of work if so required by the employer.**
- 20 An item rate tender containing percentage below/above will be summarily rejected.**
- 21 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
- 22 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 words and in figures.



- 23 The Contractor shall within 7 days of receiving the WORK ORDER submit **INITIAL SECURITY DEPOSIT of 2% of the contract value in the form of a Demand Draft**. On acceptance of the Demand Draft, the Earnest Money Deposit shall be refunded to the Contractor.
- 24 The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the building secretary/ association. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.
- 25 The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar drippings, bricks, steel, shuttering materials or any other material / rubbish.
- 26 Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.
- 27 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.
- 28 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.
- 29 For painting & Lamination, sample area shall be prepared and the shade got approved. It is also advised to give computer presentation of various colour schemes to the employer before going for sample painting/Lamination,
- 30 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.
- 31 The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
- 32 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.
- 33 The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
- 34 No interim payment / Adhoc Payment will be entertained in any case.
- 35 ***The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act which ever higher.***  
The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and



rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

- 36 From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

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

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

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

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

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



- 39 If the work is not started within **7 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 days notice to the contractor.. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims ,damages.
- 40 The time allowed for completing the works is **20 days** to be reckoned from **5<sup>TH</sup> day** from the date of Work Order / date of handing over site whichever is later. Tenderers shall submit a program me (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
- 41 If the Contractor fails to complete any or all the works by the date/s named in **Clause 40**(Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- 41 **Extension of time:** If in the opinion of the Employer/ Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason or any combination or works men or strikes or lock-out affecting any of the building trade or (f) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.  
In case of such strikes or lockouts as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless, he shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being, granted, determine, and declare the final completion date. The provision in clause 13 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer was substituted for and the damages shall be deducted accordingly.
- 42 The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within **7 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 43 The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within 30 days from the date of proper submission of bill & measurements.
- 44 The tenderers shall separately specify at the end of the tender the % and value of SGST and CGST as applicable. As on date 9 % CGST and 9% SGST IS APPLICABLE FOR WORKS CONTRACT. Regarding tax part, the tax rate at the time of billing shall rule over and above all documentations. Valid documents shall be produced if tendered/ asked for at the time before payment. TDS for income tax is as applicable



and shall be included in the quoted rates. The comparison for the least bidder shall be made with the basic price of items of work excluding “Goods and Service Tax” part.

- 45 At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the contractor must inform the concerned Department of the Bank or Architect and after getting the approval, the same has to be incorporated by the contractor.
- 46 Single Power point & Water for work will be provided by bank at free of cost.
- 47 The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
- 48 The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
- 49 Bank shall not be responsible for any loss or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities.
- 48 No advance payment shall be made to the contractor on supply of any material supplied at site for execution; Payment shall be made only after completion of the work, submission of proper bills and measurement and checking at the site by Architect and Bank’ Engineer.
- 49 Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the bank before submitting the quote.
- 50 The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- 51 The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
- 52 Payment to the contractor shall be made as per actual work done of site.
- 53 The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
- 54 The Bank reserves the right to accept/reject any quotes without assigning any reasons.
- 55 Any work got executed in poor workmanship as pointed out by the Bank’ Official will have to be dismantled and redone by the Contractor on his own cost.
- 56 Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor

**DECLARATION:**

I / We hereby declare that I / We read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.

Signature & Seal of the Tenderer



## **ARTICLES OF AGREEMENT**

**THIS AGREEMENT** is made on this ..... day of .....month of ..... between Indian Bank and having its Zonal Office at 1<sup>st</sup> Floor,Sri Krishna Vihar Chowk, Ambapua, Berhampur – 760011(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 ‘Electrical Work in Premises of **POTHORA** Branch, District – **POTHORA**”

**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 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:**

Total contract price is Rs. .... which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties including excise duty, GST, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

#### **3) Completion Period:**



**Time is the essence of the Contract.** The work is to be completed in all respects within **20 days** reckoned from 5<sup>th</sup> day from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period, the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

2) **Earnest Money:**

The Contractor has deposited an amount of **Rs. 3,000.00/- (Rupees Three Thousand Only)** as earnest money.

3) **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.

4) **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.

5) **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.

6) **Inspection of Work:**

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

7) **Supervision:**

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

8) **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.

9) **Determination of Contract:**



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

10) **Force Majeure:**

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

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

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

11) **Arbitration:**

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

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

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

Witness Address

Employer

Witness Address

Contractor

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

**List of Approved Make:**

- |  |  |
|--|--|
| 1. LT PANELS   | : ANY CPRI APPROVED FABRICATOR           |
| 2. LT ACBs   | : L&T / SIEMENS/ ABB                     |
| 3. MCCB / ISOLATORs                                      | : L&T / SIEMENS/ GE / ABB                |
| 4. CURRENT TRANSFORMER                                   | :KAPPA / AE / KALPA / RISHAB             |
| 5. RELAYS  | :GEC ALSTOM / EASUN / RISHAB             |
| 6. INSTRUMENTS   | :AE / HPL / L&T / ELECON / RISHAB        |
| 7. INDICATING LAMPS                                      | :SIEMENS/ L&T/AE                         |
| 8. SELECTOR SWITCHES                                     | :SALZER / KAYCEE / L&T/AE                |
| 9. FR WIRES  | :FINOLEX / POLYCAB / RR-KABEL            |
| 10. LT PVC ARMoured CABLES AL/CU                         | :POLYCAB / GLOSTER / NICCO/ FINOLEX/ CCI |
| 11. MS CONDUITS  | :GUPTA / AKG/BEC/SIDDARTH                |
| 12. PVC CONDUITS   | :PRECISION/Circle-Arc/Plaza/Berlia       |
| 13. DISTRIBUTION BOARDS                                  | : L&T / SIEMENS/ HAGER / ABB/LEGRAND     |
| 14. MCB's  | : L&T / SIEMENS/ GE / ABB /LEGRAND       |
| 15. SWITCHES & SOCKETS                                   | : MK / LEGRAND/ Siemens                  |
| 16. GI ANODISED METAL BOX<br>EGRAND/Siemens/Roma/Philips | : MK/ LEGRAND                            |
| 17. CABLE GLANDS   | :COMET / JAINSONS/ DOWELL'S              |

18. CRIMPING SOCKETS (Lugs) : DOWELLS / JAINSON/DOWELL'S/ COMET
19. LIGHT FITTINGS : PHILIPS /Crompton/Wipro /Syska
20. CEILING FAN / ESHAUST FAN : CROMPTON / BAJAJ/HAVELS
21. APFC Relay : L & T/ HPL/ Enercon/Siemens/Neptune
22. Capacitor : L&T/HPL/Siemens/ Neptune/ Meher
23. Cable trays : PROFAB, PBIPL, PINNACLE
24. Bus Ducts : Schneider, Godrej, Zukkini, L&T
25. Data/Voice Cables : Systimac, D-Link, Amp
26. Data/Voice Jacks : D-Link/Amp

Note –

1. Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken to use other brands.
2. Preference of makes, supply of items should be consulted with client/consultant before effecting of supply.
3. Other materials: ISI mark & approved by the Bank.

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**

**Place:**