

INDIAN BANK

Corporate Office, No. 254 – 260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.

e-TENDER

FOR

**PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING
(Stilt + 5 Floors) @ NO. 2, RAMACHANDRA ROAD,
LUZ AVENUE, MYLAPORE, CHENNAI – 600 004.**

VOLUME - I

NOTICE INVITING E-TENDER (NIT)

Tender ID: IB/MYL/CONTR/001/2023-24

ARCHITECT



CLIENT



PMC



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SECTION 1 NOTICE INVITING E-TENDER

Tender ID. IB/MYL/CONTR/001/2023-24

Dated: 22.07.2023

Indian Bank invites on-line Item Rate bids under Two bid method from eligible and reputed contractors/ firms for the following work:

Name and Description of work	Estimated cost Excluding GST (Rs.)	Completion period of Work	Tender document fee / e-tender processing fee	Last date & time to submit the e-tender	Bid Security (EMD) amount (Rs.)
PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING (Stilt + 5 Floors) HAVING 65 FLATS @ NO. 2, RAMACHANDRA ROAD, LUZ AVENUE, MYLAPORE, CHENNAI – 600 004	Rs.52.25 Crore	15 Months including Demolition of Existing Buildings	Rs.5,000/- (inclusive of GST)	18-08-2023 at 3.00 PM	Rs.104.50 Lakh

For submission & other tender details, please refer detailed NIT on Indian Bank Website www.indianbank.in and e-procurement portal : <https://www.tenderwizard.com/indianbank>

Client reserves the right to accept or reject any bid without any reason and to restrict the list of qualified bidders to any numbers deemed suitable by it, if too many bids are received satisfying the laid down criteria. Prospective bidders are advised to regularly scan through Indian Bank Website www.indianbank.in and e-procurement portal : <https://www.tenderwizard.com/indianbank> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.

GENERAL MANAGER (ESTATE)

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



Sl. No.	Description	Details
	Tender ID.	IB/MYL/CONTR/001/2023-24
1	Name of work	Proposed Construction Of Residential Building (Stilt + 5 Floors) @ No. 2, Ramachandra Road, Luz Avenue, Mylapore, Chennai – 600 004
2	Estimated cost	Rs.52.25 Crore (Excl. GST)
3	Earnest Money deposit	Rs.104.50 Lakh The bidder shall remit 100% of EMD as online / DD / BG from Scheduled Bank in the format enclosed in this tender
4	Tender Processing Fee (Non-refundable) – online	Rs.5,000 /- Including GST
5	Issue of Tender documents	Documents shall be available online at Indian Bank Website: www.indianbank.in and e-procurement portal : https://www.tenderwizard.com/indianbank
6	Site Visit Date	From : 31-07-2023 To : 02-08-2023 Time : 10:00 am to 5:00 pm Contact details: Refer Page no.8 of NIT
7	Pre bid meeting	Pre-bid meeting to be held 03-08-2023 at 11.30 AM (Sharp) through Webex Video Conferencing meet. The link for the Webex meeting will be uploaded in bank website one day before the pre bid meeting.
		The bidders having queries/clarification regarding the tender can submit their queries at e-tender portal/as email : ibluzproject@indianbank.co.in on or before 02-08-2023
8	Last Date & time of Submission of Bids online (Bid due date)	18-08-2023 at 3.00 pm
9	Date & time of opening of Technical Bids through e-tender portal	18-08-2023 at 3.30 pm
10	Date & time of opening of Financial Bids through e-tender portal	Will be Intimated only to the pre-qualified bidders
11	Bid Validity	120 Days from the date of opening of Technical bid
12	Date of start of work	From the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later
13	Completion period	15 Months (including Demolition of Existing Buildings) from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later
14	Performance Guarantee	5% of tendered value Performance Guarantee to be submitted in form of DD or Bank Guarantee (On a bank other than the clientele) from Scheduled Bank based in India and shall be valid up to six months beyond the stipulated date of completion or the extended period, thereof.

15	Security Deposit / Retention money	5% of tendered value to be deducted from Running Account Bills (will be released only after completion of DLP Period)
16	Defects Liability period	12 months from the date of handing over of project as certified by Engineer in charge.
17	Site Logistics Plan	Within one week of award of work
18	Construction Schedule	Within 25 days from award of work
19	Bank account details for the purpose of preparation of Bank Guarantee only:	Account Name : HO Expenditure Bank A/c Number : 432438421, Current Account Bank Name : Indian Bank IFSC Code : IDIB000H003 Branch Name : Harbour Branch, Chennai

All bidders shall pay e-tender processing fee and EMD online.

- The intending bidder must read the terms and conditions of Notice Inviting e-Tender and the Bid documents carefully. They should only submit the bid if they consider themselves eligible and they are in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- The document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from e-tender portal <https://www.tenderwizard.com/indianbank>
- Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0"(ZERO).
 - If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- The Technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- The Client reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- TENDER FEE Rs.5,000/- including GST (NON-REFUNDABLE):** The tender document(s); may be downloaded free of cost from <https://www.tenderwizard.com/indianbank>. However the bid submission fee, as mentioned in the NIT, is required to be remitted to the Bank account in sl.no.19 of above. The transaction reference no. has to be specified in the covering letter.
- EMD:** Bidders shall remit the Bid Security / EMD amount to the Bank account in sl.no.19 of above. The transaction reference no. has to be specified in the covering letter.
- The complete set of Tender Documents comprising Volumes I, II, III, IV, V & VI shall be made available, as per above schedule, on the above mentioned websites. The interested applicants/ contractors/ firms may attend the **pre bid meeting over video conference**, as per the details mentioned in Table 1 at Section 1 NIT



10. Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
11. Prospective bidders are advised to regularly scan through the given websites as corrigenda/amendments etc., if any, will be notified on these portals only and separate advertisement will not be made for this. Bidders are advised to check all these websites regularly as at times, it is not possible to upload data on a particular website due to some technical glitch.
12. No exemption on Tender document fee and EMD allowed for companies who are registered with Micro, Small & Medium Enterprises .
13. **The contractor shall be paid a bonus of 0.10% per month of the contract value, payable to them for completing the work within the scheduled completion time i.e., 15 months and handover the building to the client, subject to the approval of Client / PMC / Architect. This will not be applicable if any Extension is granted to the contractor.**



SECTION 2 GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT

(i) INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the eligible firms through e-tender portal. The Tenderers are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Tenderers in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <http://www.tenderwizard.com/indianbank>

- i. Tenderers are required to enroll on the e-tender module of the Bank.
- ii. The Tenderers will be required to register their valid Digital Signature Certificate.
- iii. Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that he/ she do not lend their DSC's to others which may lead to misuse.
- iv. Tenderer should check and take into account any corrigendum published on the tender document before submitting their bids.
- v. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- vi. Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- vii. Bids shall be submitted online only at Indian Bank Website www.indianbank.in and e-procurement portal : <https://www.tenderwizard.com/indianbank>
- viii. Tenderer should log in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- ix. The Tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Hence, it will take some time.
- x. The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed by Authorized signatory. The revised documents (if any) shall be uploaded in e-tender portal only.
- xi. Tenderers are requested to note that they should necessarily submit their financial bids in the format provided in the e-tender portal and no other format will be acceptable.



- xii. Tenderers are advised to upload their documents well in advance, to avoid last minutes 'rush on the server or complications in uploading. Bank, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
- xiii. The uploaded tender documents become readable only after the tender is opened by the authorized bid opener.
- xiv. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- xv. Intending Tenderers are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/modification in the tender will be intimated through this website only by corrigendum/addendum/amendment.

(ii) ASSISTANCE TO TENDERERS

- (i) Contact details of e-tender service provider for any assistance:
Name: Mr. Gunaseelan M.
M/s.Antares Systems Limited
#24, Sudha Complex, 3rd Floor, 4th Block
Basavesgwaranagare, Bangalore – 560 079
Support Contact No. 9943277499/ 080-40482100
Support Email: gunaseelan.m@antaressystems.com
- (ii) From Bank:
1) Mr.Bubesh Gupta M Senior Manager (Architect)
Indian Bank
Corporate Office,
Estate Department,
254-260, Avvai Shanmugam salai, Royapettah, Chennai – 600014
Tel.: 044 – 2813 4305/ 4618/ 4401/ 4306/ 4498
e-mail: ibluzproject@indianbank.co.in
2) Mr. Ravindra Pratap Singh
Assistant Manager (Civil Eng.)
Indian Bank
Corporate Office,
Estate Department,
254-260, Avvai Shanmugam salai, Royapettah, Chennai – 600014
Tel.: 044 – 2813 4305/ 4618/ 4401/ 4306/ 4498
e-mail: ibluzproject@indianbank.co.in
- (iii) From PMC:
Mr. C. Vijay Anand, Engineer-in-Charge
HLL Infra Tech Services Limited (HITES)
26/4, Tambaram-Velachery Road
Pallikaranai, Chennai – 600100
Tel: 044-29530775
- (iv) From Architect :
Mr. Mohamed Sheik
SHILPA Architects Planners Designers Pvt. Ltd
L20, Dr. VSI Estate, Phase 2, Thiruvannamiyur, Chennai – 600 041
Tel : 044 – 42696536 / 4335 8531

General Manager (Estate)
Indian Bank
Corporate Office, Chennai - 600 014



DISCLAIMER

This document has been prepared by Indian Bank to provide information to prospective Bidders, who are interested to Bid for the work of **“Proposed Construction of Residential Building (Stilt + 5 Floors) 65 Flats, at No. 2, Ramachandra Road, Luz Avenue, Mylapore, Chennai – 600 004”**

This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and is believed to be complete and accurate, neither any of the authorities/agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, Indian Bank does not claim that the information is exhaustive. Respondents to this document are required to make their own inquiry/ survey and will be required to confirm, in writing, that they have done so and they did not rely solely on the information given herein.

Indian Bank reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type or on any account will be made to persons or entities submitting their Bid.



DEFINITIONS

1. **“Application”** shall mean the response submitted by interested parties.
2. **“BID/Tender”** shall mean documents downloaded from the website by the prospective Bidder. The word “Tender” is synonymous with **“Bid”**.
3. **“Bid Security/ Earnest Money”** shall mean the amount to be deposited by the Bidder with the Tender.
4. **“Bid Validity”** shall mean the period for which the Bids shall remain valid.
5. **“Bidder”** shall mean the party located in India who is participating in the Tendering process pursuant to and in accordance with the terms of this document. The word **“Tenderer”** is synonymous with **“Bidder”**.
6. **“Client”** shall mean INDIAN BANK having Corporate Office, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, Tamil Nadu, India.
7. **“Architect”** shall mean M/s. SHILPA Architects Planners Designers Pvt. Ltd, Chennai appointed as Architect by Client for this project
8. **“PMC”** shall mean M/s HLL Infra Tech services Ltd [HITES], Trivandrum (*a subsidiary of HLL Lifecare Ltd., a GOI Enterprise*) appointed as Project Management Consultant (PMC) by Client for this project
9. **“Contract Agreement”** shall mean the agreement to be signed between the Successful Tenderer and the Client.
10. **“Contract Price”** shall mean the financial bid of the Successful Tenderer as accepted by the Client.
11. **“Date of commencement of work”** shall mean the date of Start as specified in the Schedule “F” i.e. from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later.
12. **“Defects Liability Period”/“Maintenance Period”** means the period after completion of the Project during which the Client or his authorized representative/ Engineer-in-charge of PMC that will notify to the Contractor any defect noticed in the work and the Contractor is liable for rectification of such defects. Proof of dispatch of letter notifying the defect/ intimating the representative of Contractor at site on the last date of Defect liability period will make the Contractor liable for rectify all such defects.
13. **“Engineer in Charge” (EIC)** means the Engineer Officer as mentioned in the schedule “F” hereunder, as authorized by Client / PMC.
14. **“Evaluation Committee”** shall mean the committee constituted by Client for the evaluation of the bids.
15. **“Letter of Acceptance”** shall mean the letter issued by the Client to the Successful Tenderer inviting him to sign the Contract Agreement.



16. **“Performance Guarantee”** shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
17. **“E-tender Processing Fee”** shall mean the amount to be paid by the Tenderers in consideration of cost of bid document.
18. **“Project / Work”** shall mean **“Proposed Construction of Residential Building (Stilt + 5 Floors) @ No. 2, Ramachandra Road, Luz Avenue, Mylapore, Chennai – 600 004.**
19. **“Site”** shall mean the place where the works under the Project are to be carried out and the details of which are provided in this document.
20. **“Successful Tenderer”** shall mean the Tenderer declared technically and financially successful for the Project and with whom, the Contract Agreement shall be signed.
21. **“Similar Works”** as defined in eligibility criteria.
22. **“Scheduled banks”** mean **“Scheduled commercial Banks”**
23. **“NIT”** means **Notice Inviting Tender**. The word **“Notice Inviting Tenders”** is synonymous with **“Notice Inviting Bids”**.
24. **“ITB”** means **Instructions to Bidders**

SECTION I : NOTICE INVITING BIDS

1.1 Indian Bank Invites Item Rate online tenders from eligible contractors as per eligibility criteria laid down, for the work of "Proposed Construction of Residential Building (Stilt + 5 Floors) @ No. 2, Ramachandra Road, Luz Avenue, Mylapore, Chennai - 600 004"

1.2. The work is estimated to cost as given in Table - I. Any clarification shall be sought from the tender inviting authority on courier / e-mail. The NIT and other details are also available on Indian Bank Website www.indianbank.in and e-procurement portal : <https://www.tenderwizard.com/indianbank>.

1.3. The Bidder shall take care to price his bid rationally. Extreme under pricing or over pricing will be considered adversely in the assessment of bids. The Bidder shall on demand submit analysis of rates of any items of works if so required by the Client.

1.4. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.5. Eligibility Criteria

1.5.1 The Tenderer should meet the following minimum eligibility criteria:

- Bidder should have established his firm and should have experience in execution of similar works in the line of industry for the last seven years working in the construction industry
- The bidder should have successfully completed atleast one work any of Central Government / State Government / PSUs / PSBs / Corporates whose annual turnover **Rs.150 crores**.
- The Bidder should not have been under black listing or debarred or penalized from bidding by any government agency or PSUs or PSBs or Judicial authority or Arbitration bodies as on last date of submission of bid for the last five years.
- Experience of having successfully/ substantially completed works during the last seven years ending last day of the month previous to the one in which tenders are invited as follows:

Three similar works each costing not less than amount equal to **Rs.21 Crore**.

Or

Two similar works each costing not less than amount equal to **Rs.26 Crore**.

Or

One similar work costing not less than amount equal to **Rs.42 Crore**.

"Similar Works" shall mean one work of construction of a stilt/ Ground + minimum of three storied building comprising of RCC framed structure including finishing works, internal / external electrification and plumbing works all composite under one work order / agreement.

The following shall also be considered while assessing the eligibility of the bidder:

The bidder should be an Indian firm



- ii) Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
 - iii) Bid submitted as Direct / indirect Joint Ventures (JV)/ Consortium/Special Purpose Vehicles of whatsoever kind are not accepted.
 - iv) The value of executed works shall be brought to current costing level by enhancing the actual executed value of work at simple interest rate of 7% per annum; calculated from the date of completion to previous day of last date of submission for bids.
 - v) For the purpose of no. of stories- each basement, stilt constructed in the building shall be construed as a storey. Mumty and Machine room shall not be considered as a storey for this purpose.
 - vi) Own works / work under the same management / own certification of the bidder shall not be considered.
 - vii) In case the work experience is of Private sector the completion certificate shall be supported with copies of Corresponding TDS Certificates.
 - viii) For the purpose of similar works, works executed in India only shall be considered.
- e. **Turnover:** Average annual financial turnover should be at least **Rs.16 Crore** of the estimated cost put to tender during the immediate **last three** consecutive financial year ending 31st March, 2022. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc. ITRs for the last three years including the Net profit figures to be submitted.
- The multiplication factor of 7% per annum simple interest is applicable on the Annual financial turnover figures.
- Duly filled Form T-1A certified by CA to be submitted.
- f. The tenderers should have a Solvency of value not less than 100% of estimated cost of the work i.e. **Rs.52.25 crore**, certified by their bankers for this work. Banker's certificates (as prescribed in Form T-1 B) addressed to Tender inviting authority in the current financial year, should be on letter head of the Bank, issued after 01.04.2023
- g. **Bidding Capacity**

The bidder shall also have a **bidding capacity equal to or more than the estimated cost of the work put to tender**. The bidding capacity shall be worked out by the following formula.

$$\text{Bidding capacity} = \{[A \times N \times 1.5] - B\}$$

Where,

A= Maximum turnover (as per Form T-1) in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. For computing bidding capacity, maximum turnover shall be brought to current costing level i.e. upto to previous day of last date of submission for bids by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited.

The bidder shall submit the value of existing commitments and ongoing works (B) as above duly signed by a Chartered Accountant with his seal/ signatures and firm registration number.

The bidder shall submit the bidding capacity 'Form-F1' attached along with this tender, duly signed by Chartered Accountant and bidder's authorized representative.

Please note the following:-

- 1) The performance of the bidder for the completed works shall be rated by the Client satisfactory or above.
- 2) The works completed/being executed by the bidders if required will be inspected by a technical officer /expert authorized by Client. If it is found after inspection that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified after due verification even though the documents submitted by them will meet the other eligibility criteria as above.
- 3) The bidder shall have GST registration. The copy of GST registration shall be submitted.
- 4) GST registration Certificate of the state in which the work is to be taken up, if already obtain by the bidder is also to be submitted. If the bidder has not obtained GST registration in the State in which the work is to be taken up or as required by GST authorities, then in such case the bidder shall scan and upload following undertaking in their letter head along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up within one month from the date of receipt of award letter or before release of any payment by Client, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or any action taken by Client or GST department in this regard."
- 5) The bidder shall have ESI/ EPF registration. The copy of valid ESI/EPF registration shall be submitted.
The bidder shall submit the affidavit on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format (**Form "E"**).
- 6) The bidders shall submit along with the bid a declaration as per FORM-J after the site visit. This is mandatory. **Bids submitted without FORM-J the bidder will be summarily rejected and will not be considered for evaluation.**
- 7) The bidder shall submit an affidavit that 'The work if awarded to us, subcontractors will be employed only for specialized works after getting the concurrence of Client / PMC'
- 8) Organisational chart of the company to be submitted.
- 9) Evaluation Criteria:
Bids satisfying the minimum eligibility requirement given at '1.5 Eligibility Criteria' above, will be evaluated further as per 'Annexure-1' (Pre-Qualification Score Card) for shortlisting for opening of part II of the tender. Eligible works / financial standing will be evaluated.

- 1.6. The time allowed for carrying out the work will be 15 months including demolition of existing building from the first date of handing over of the site or 15th day from the date of issue of Letter of Acceptance (LOA), whichever is later, in accordance with the phasing/ milestones, indicated in the tender documents.

- 1.6.1 (i) The site for the work is available.



- (ii) The labour camp shall not be allowed to locate inside the proposed site.
- (iii) As the work is to be executed in the existing residential campus, contractor shall take necessary precautions not to disturb the occupants. Required barricading to be done at the construction site.
- (iv) The Contractor shall settle labour problems if any occurred at site during the construction stage.

1.7 The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents is available on line free of cost.

1.8 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities within 15 days of in case they are awarded the work.
- (iii) If any discrepancy is noticed in the documents as uploaded at the time of submission of bid.

1.9 The Technical package and Financial Package as detailed in clause 2.3.6 and 2.3.7 of ITB shall be submitted online, each marked as per clause 2.3.11 of ITB upto 15:00 hours on 18.08.2023 will be opened online at our office Indian bank, Corporate Office, 254 – 260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 as per the stipulated date & time of submission of bid.

1.10 The Contractor, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within the period specified in Schedule F of GCC. This guarantee shall be in form as per Section 2 – Clauses of Contract, Clause 1 of GCC. Performance Bank Guarantee to be valid up to six months beyond the stipulated date of completion or the extended period, thereof. No interest will be paid under any circumstances. Proforma of Performance Bank Guarantee shall be as per Form-B annexed to this document.

1.11 In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

1.12 The contractor whose tender is accepted will also be required to furnish either copy of applicable licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and programme chart (time and progress) and manpower deployment schedule within the period specified in schedule F.

1.13 Evaluation of performance :

Evaluation of the performance of contractors for eligibility shall be done by the Client. If required, **the works being executed by the bidders who otherwise qualify will be got inspected by a Technical Officer / Expert authorized by the Client** If it is found that the performance of the bidder for the inspected works is not satisfactory in terms of quality/ time overrun/overall performance etc, the bidder may get disqualified even though the documents submitted by them will meet the eligibility criteria as laid down in clause

1.14 Tenderers are instructed to compulsorily inspect and examine the site and its surroundings at their own cost and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general

shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. The bidder shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a bidder 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 having a bearing on the execution of the work. **The bidders shall submit along with the bid a declaration as per FORM-J after the site visit. This is mandatory. Bids submitted without FORM-J the bidder will be summarily rejected and will not be considered for evaluation.**

Client shall not be liable for such costs, regardless the outcome of the selection process.

1.15 The Competent Authority of the Client does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

1.16 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

1.17 The competent authority of Client reserves to himself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

1.18 The contractor shall not be permitted to tender for works in case his near relative is Gazetted officer / Staff in Client or in the Managerial cadres of Client and is directly dealing with the Project. Any breach of this condition by the contractor would disqualify him from participation and consideration in the tender process.

1.19 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

1.20 The tender for the works shall remain open for acceptance for a period of **120 (ONE HUNDRED AND TWENTY)** days from the LAST date of submission of bid or any extension thereto. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Client, then the Client shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

1.21 Bank reserves the right to Negotiate with the L1 bidder through the Bank's committee for finalizing the L1 bid price.

1.22 This is a Time Bound Project.

1.23 The scope of work shall be as per Section III of this document.

1.24 The Bidder must associate with the other agencies working at the site.

1.25 Registration/ Licence: The bidder should have their registration for GST, PF, ESIC, Building Cess Registration etc. (whichever is applicable), with the appropriate Authorities. In case the firm is not registered at the time of submission of bid, they will submit an undertaking that they will get themselves registered with the concerned authorities in case

they are awarded the work.

1.26 The contractor/firm will indemnify Client, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.

1.27 This Notice Inviting bid shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, **within 15 days** from the date of issue of the Letter of Acceptance, sign the contract consisting of :-

a) The Notice Inviting Bids, all the documents including General Conditions of the Contract, Specific Conditions of Contract, Specifications, Bill of Quantities and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto including amendments, corrigendum etc. if any.

Bid document consists of :

- 1.26.1 Volume – I (Notice Inviting e-Tenders (NIT), Eligibility Criteria & Instructions to Bidders (ITB))
- 1.26.2 Volume – II (General Conditions of Contract)
- 1.26.3 Volume – III (Specific Conditions of Contract)
- 1.26.4 Volume – IV (Technical Specifications)
- 1.26.5 Volume – V (Bill of Quantities)
- 1.26.6 Volume – VI (Tender Drawings)

All amendments(s)/ corrigendum/ minutes of pre bid meeting, if any.

1.28 Client reserves the right to accept or reject any or all the tenders without assigning any reason, No Bidder shall have any cause of action or claim against the Client for rejection of his tender.

1.29 Payments to the selected Contractor will be made directly by CLIENT through bank transfer after certification by the PMC and Architect.

General Manager (Estate)
Indian Bank
Corporate Office, Chennai - 600 014



SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)

2.1 Eligibility Criteria : As per Notice Inviting e-Tender

2.2 Disqualification. Even if a Contractor/bidder meets the eligibility criteria as per clause 1.5.1, Client may, at their discretion and at any stage during the selection process or execution of the Project, order disqualification of the contractor if the Contractor / bidder:

- 2.2.1 Has made misleading or false representations in the forms, statements, affidavit and attachments submitted;
- 2.2.2 Has been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority or Arbitration bodies as on last date of submission of bid for the last five years
- 2.2.3 Had Suppressed actual facts will be sufficient cause for disqualification.
- 2.2.4 Have not submitted all the supporting documents or not furnished the relevant details as per the prescribed format

2.3 BID Documents :

2.3.1 Contents of BID Documents

BID Document shall consist of the documents listed in this document along with any schedules, addendum or corrigendum etc. issued by Client for the purpose.

2.3.2 Pre-Bid Conference

The bidders having queries/clarification regarding the tender can submit their queries at e-tender portal as mentioned in Notice Inviting Bid. The pre bid meeting will be held as per the details mentioned in Section-I (Notice Inviting Bids). No other queries shall be entertained or replied to, after the date of submission of queries. Client's response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded on Indian Bank Website www.indianbank.in/tenders and e-tender website <https://www.tenderwizard.com/indianbank>

2.3.3 Clarifications

Contractor requiring any clarification with regards to the BID document may utilize the forum of pre-bid to submit queries/clarification regarding the tender can submit their queries at e-tender portal/ as email @ ibluzproject@indianbank.co.in. Client will respond to any request for clarification which is received within date specified in the NIT. The response (including an explanation on the query but without identifying the source of the inquiry) will be uploaded in the e-tender portal. Only written communication/ clarification can be considered as valid.

2.3.4 Amendment to BID Document

- i. At any time prior to the deadline for the submission of Bids, Client, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, modify the BID document by an amendment.
- ii. The said amendments in the form of the addendum/corrigendum will be made available on Indian Bank Website www.indianbank.in and e-tender website: <https://www.tenderwizard.com/indianbank> not later than 3 days to



the original or extended deadline for the submission of the bids. The uploading of the said amendments shall be binding of the bidders. The Bidders are strongly advised to regularly visit above websites to ensure that they are aware of the amendments. The addendum (s) / corrigendum (s) issued will form part of the BID documents.

- iii. In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Client may, at its discretion, extend the deadline for the submission of Bids.

2.3.5 Preparation of Bid:

a) Bidder's responsibility:

- i. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- ii. The Bidder is expected to examine carefully all the contents of BID document as mentioned in Notice Inviting Bids including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- iii. **The Bidder shall be deemed to have inspected the Site and its surroundings and taken into account all relevant factors pertaining to the Site, while preparing and submitting the Bid.**

b) Project Inspection and Site Visit

Any Site information and drawings given in this Bid Document is for guidance only. The Bidders are instructed to visit and examine the Site of works and its surroundings, its traffic conditions, regulations in traffic movements, neighborhood buildings, locations and understand the scope of work at his/their cost and obtain at his/their own responsibility, any information that may consider necessary for preparing the Bid and entering into a Contract with Client, including availability of electricity, water and drainage.

The Client shall not be liable for such costs, regardless the outcome of the selection process.

The tenderer may obtain all necessary information as to risks, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender. Tenderers shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/-payable by the Client at a later date.

Interested bidders may contact authorized officials (refer Table -I at Section 1 NIT) for site visit and/or for seeking any details regarding execution of proposed work.

Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered 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 PMC & Client

The bidders shall submit along with the bid a declaration as per FORM-J. This is mandatory. Bids submitted without FORM-J will be summarily rejected and will not be considered for evaluation.



c) Documents Comprising the Bid

Bidder shall submit their Bids ONLINE. The contents of the Technical and Financial packages are as mentioned hereinafter i.e. Clause 2.3.6 & 2.3.7.

d) Alternative Proposal by bidders:

Bidders shall submit offers that comply with the requirement of the Tender, as indicated in the drawing and specifications. Alternatives will not be considered.

e) **Method of Application:**

- i. If the bidder is an individual, the application shall be signed by him above his/her full type written name and current address.
- ii. If the bidder is a proprietary firm; the application shall be signed by the proprietor above his/her full type written name and the full name of his firm with its current address.
- iii. If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the Power of Attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- iv. If the bidder is a Limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the application and certified copy of such power of attorney shall also be furnished. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

f) **Bid documentation**

- i. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. 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 particulars/query is not applicable in case of the bidder, it should be stated as 'Not applicable'. **The bidders 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 bid being summarily disqualified. Bidders shall submit the bids through e-tender portal only and Bid made by any other modes will not be entertained.**
- ii. The bid should be type written. The bidder should sign & seal each page of application, forms and documents before scanning & uploading.
- iii. Over writing if any should be avoided. Corrections if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the eligibility criteria document are numbered. Additional Sheets if any added by the Bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- iv. References, information and certificate from the respective Clients certifying suitability, technical knowledge or capability of the bidder should



be signed by an officer not below the rank of **Executive Engineer or equivalent.**

- v. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Client.

2.3.6 Contents of Technical Package:

The technical package has to be submitted in two parts. Technical Package Part _ II shall be submitted online only duly digitally signed and sealed by authorized signatory and comprise the following

(A) Technical Package Part –I : shall comprise the following :

- I. Online submission of e-tender processing fee/ tender document fee. The e-tender fee is non-refundable.

II. Bid Security

- a. The Bidder shall submit EMD for an amount, as mentioned in Notice Inviting e-tender.
- b. The Bid securities of unsuccessful Bidders shall be discharged/ returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage, i.e, technical evaluation etc should be returned within 30 days of declaration of result of first stage ie, technical evaluation etc.
- c. The Bid Security shall be forfeited if a bidder withdraws his bid during the period of bid validity or in the case of the successful bidder, if he fails to furnish the necessary performance security or enter into the Contract within the specified time limit.
- d. The Bid Security Bank Guarantee of the successful bidder shall be returned after receipt of Performance Bank Guarantee as per Clause 1 of General Conditions of Contract (Volume-2).

(B) Technical Package Part -II

- III. Form A: **Form of bid** along with Appendix to be typed on the letter head and duly signed and stamped by authorized person.
- IV. Form D: Format for Power of Attorney for signing of proposal. In case bid is signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required. It is mandatory to mention on letterhead that the bid is duly signed and stamped by Managing Director / Partner / Proprietor.
- V. Indemnity/ Undertaking/ Affidavits as per requirements (Form- H & J)
- VI. Form E: Original Affidavit as per format at Form 'E' (L1 bidder shall submit the original affidavit within 15 days of award of work)
- VII. Form "T-1A"(Financial Information) – Annual Financial Statement for the last five years ending 2021-22
- VIII. Form "T-1B" (Solvency Certificate) issued by banker
- IX. Form "T-2" (List of all works of similar nature successfully completed during the last seven years)
- Form "T-3" (List of Project under execution or award). Information in Form



T-3 should be complete and no work should be left out.

- XI. Form “T-4” (Performance Report of Works)
 - XII. Form “T-5” (Structure and Organization)
 - XIII. Form “T-6” (TDS Details)
 - XIV. Copies of GST Registration or undertaking in this regard as per Clause 1.23.
 - XV. Certificate of Registration for ESI, EPF and acknowledgement of up-to-date file return.
 - XVI. The Integrity Pact & Agreement duly signed by the person authorized to sign the bid on behalf of the bidder. (As per Performa given in GCC).
- “The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Technical Bids. All the bidders are bound to comply with the Integrity Pact clauses. **Bids submitted without filling and duly signing the Integrity Pact & Agreement will be ab initio rejected without assigning reason.**”
- XVII. All pages of the entire tender document, Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder(s).

2.3.7 Contents of Financial Package

The financial package (**VOLUME V–FINANCIAL BID/ PRICE BID**) should be submitted **ONLINE** only. Physical submission of financial bid will not be accepted and e-tender shall be rejected. The price quoted shall be excluding GST but include all applicable costs associated with the Project i.e. any out of pocket/ mobilization expenses, taxes & duties, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per GCC applicable till the last stipulated date for the receipt of tender including extensions if any. In case Government levies/modifies any tax subsequently, the same will be adjusted plus/minus as the case may be. In case Government levies/modifies any tax subsequently the same will be adjusted plus/minus as the case may be. The Bidder must ensure to fill up price against each item of Price bid. If any cell is left blank then value of that cell shall be treated as “0” (ZERO).

However, in respect of GST, where ever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus the GST @18% at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST.

2.3.8 Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language.

2.3.9 Currency of Bid

Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also deemed to be in Indian Rupees unless otherwise mentioned.



2.3.10 Extension of Bid Validity

Prior to the expiry of the original Bid Validity Period, Client may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period and also correspondingly extend the period of validity of Bid Security submitted in the form of a Bank Guarantee.

2.3.11 Format and Signing of Bid

- Bid documents (technical package/ bid Part II and financial package/ bid) shall be digital signed by a person duly authorized to sign the Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents.
- The complete Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by Client, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.3.12 Sealing and Marking of Bids

- The Bid shall be submitted along with documents and mode of submission mentioned above in this section and also mentioned in the Checklist at Annexure - I of this volume I.

Please note that the price should not be indicated in any of the documents enclosed in Technical package. Non-compliance shall entail rejection of the Bid.

- In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled. In e-tendering, the intending bidder can quote his rates in figures only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the bidder in figures shall be taken as correct. In event no rate has been quoted for any item (s), it will be presumed that the contractor has included the cost of this/these items(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against every item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

Modifications/ Substitution/ Withdrawal of Bids

- No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.
- The bidder may read the instructions in 'Vendor guide' in the e-tender portal for submission/ modification/ withdrawal of bids.

2.3.13 Power of Attorney:

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/modifications thereto and interacting with Client and act as the contact



person. The format for the power of attorney shall be as per form D of Bid Document Volume-I. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the vent of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

2.3.14 Bid Opening and Evaluation:

Bid Opening

- i. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in Notice Inviting e-tender. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.
- iii. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- iv. On opening of the e-Bid, it will be checked if they contain Technical & Financial Bids and e-Tender Processing Fees and EMD/ Bid Security paid online, as detailed above:
- v. The Bidders name, the presence or absence of the requisite details as required or their authorized representative, may consider appropriate will be announced at the time of Bid opening.
- vi. Technical Package of the Bids will be opened first. These will be checked for completeness and confirmation of submission of the requisite EMD/Bid Security. If the documents do not meet the requirements of the e-Tender, a note will be recorded.
- vii. Technical evaluation shall be as per section IV, Evaluation Process.
- viii. Financial Package of all bidders whose bids are found responsive after Technical evaluation will be opened at a later date.

2.3.15 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, Client will determine whether each Bid is responsive to the requirements of the tender.
- ii. For the purpose of this clause, a responsive Bid is one which:
 - a. have digital signature.
 - b. is accompanied by the power(s) of attorney if required
 - c. contains all the information as requested in the Bid Document
 - d. contains information in formats same/similar as those specified in this Bid Document
 - e. mentions the validity period of the offer



- f. is accompanied by the Bid Security/ EMD , tender fee
- g. conforms to all the terms, conditions and specifications of Tender without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects, in any substantial way, the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, Client's rights or the Bidder's obligations under the Contract as provided for in Bid and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of Bid, it will be rejected by Client. The decision of the Client in this regard shall be final and binding. The financial Packages of non-responsive Bidders shall not be opened.

2.3.16 Evaluation of Bids

- i. Client would examine and evaluate responsive Bids, as per the criteria set out in this document at Section IV Evaluation Process
- ii. Client reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; or
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of the Bid; or
 - c. It is found that the information provided is not true or incorrect or facts/ material for the evaluation have been suppressed.
 - d. The CIBIL & CRILC Scores of the bidders is not upto the satisfactory level as projected in the financial statements.

2.3.17 Clarification of Bids

- i. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material/ information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical Bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing. No change/ addition in the information or substance of the Bid shall be sought, offered or permitted.
- ii. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

2.3.18 Process to be Confidential

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations



concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

- ii. Any effort by a Bidder to influence Client's Evaluation Committee/ Client in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

2.3.19 Award of Contract

i. Award Criteria

Client will declare the Bidder ranked L1 as Successful Bidder and proceed to issue Letter of Acceptance (LOA) as per the procedure mentioned in the Bid Document and terms and conditions set out in this Bid document.

ii. Notification of Award

- a. Prior to the expiry of the period of Bid Validity, Client will issue the Letter of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which Client, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by Client from the unsuccessful Bidders.
- b. The Letter of Acceptance shall constitute a part of the Contract.
- c. Upon submission of Performance Guarantee by the Successful Bidder, Client will promptly notify the other Bidders and discharge/ return their Bid securities.

iii. Signing of Agreement

- a. Client shall prepare the Contract Agreement in the Proforma (Form C) included in this document, duly incorporating all the terms of agreement between the two parties. Within **15 days** from the date of issue of the Letter of Acceptance. The Successful Bidder will be required to execute the Contract Agreement in stamp paper of value. The successful bidder has to bear the cost of stamp paper.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
- c. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) in MS project and manpower deployment schedule within the period specified in schedule F.
- d. The Contractor shall have a valid licensed version of MS project for preparing the schedule / WBS.

The Contract Agreement shall be duly signed by the Client and the



Contractor through their authorized signatories.

- f. In case the Successful Bidder does not sign the Contract Agreement, Client reserves the right to cancel the selection process, forfeit any EMD and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- g. Contract agreement will be signed by the authorized signatories.

All amendments / addendums shall be made available at Indian Bank Website Address: www.indianbank.in and e-procurement portal: <https://www.tenderwizard.com/indianbank>. It will be the responsibility of the bidder to see the web site regularly and update.

SECTION-III : SCOPE OF WORK

3.1 General Scope of Work:

- Demolition of existing buildings/ structures
- Earth work including Anti-termite treatment
- PCC / RCC work including Form work and Reinforcement
- Masonry Work
- Plaster (Internal + External)
- Floor and Wall Finishes
- Metal and Timber Joinery
- Painting Work
- Water Proofing Work
- Miscellaneous work if any
- Services including Plumbing, Fire fighting works and Electrical Work (internal and external)
- Lift
- Pile foundation
- Landscaping
- Grey water treatment plants
- Water treatment plant

3.2 The activities to be carried out for the completion of the Project shall include the following and any additional activities incidental to these:

- i. Scope of work as specified.
- ii. Submission of 3 sets of completion (i.e. 'as-built') drawings and other related documents, both a hard copy and the soft copy in Auto CAD or any other IT application used for the purpose.

3.3 Approvals Required

The contractor shall obtain all necessary approval from Agencies concerned as the case may be with related to/ required for execution/Completion. All expenditure on this account will be borne by the contractor. Statutory payment on this account will be reimbursed by the Client at actuals on production of payment receipts.

SECTION IV EVALUATION PROCESS

4.1 Evaluation Process:

The Bids will be evaluated in the following stages:

- i. Stage 1- Preliminary & Technical Evaluation
- ii. Stage 2- Financial Evaluation.

4.2 Stage 1-Preliminary & Technical Evaluation

- i. In Preliminary Stage, e-Tender Fee/ Processing Fee and EMD / Bid security will be checked online. E-Tender Fee / Processing Fee and EMD will be checked for veracity of Amount and Form as required by e-tender terms and conditions. Incase if it is a Bank guarantee, the original of the bank guarantee should be submitted by hand in a sealed cover superscripting the name of the work or by post / courier so as to receive before the stipulated date and time of technical bid opening. No exemption allowed for MSME Registered Vendors. If e-Tender Fee / Processing Fee and/or EMD submitted by any bidder is not as per e-tender terms and conditions, his bid will be rejected and will not be considered for further stages of evaluation.

ii. Technical Evaluation

a. Technical Bid – Eligibility Criteria

Bidders qualifying in Stage 1 will be considered for further evaluation and the Technical Bids shall be evaluated as per eligibility criteria detailed in Clause 1.5.1 and bidder's eligibility for the work shall be determined. If bidder is not meeting with the minimum eligibility criteria as detailed in Clause 1.5.1, his bid will be rejected and will not be considered for further stages of evaluation. The bidder shall also comply with the technical specification as per the tender document.

However, Client reserves the rights to restrict the list of such qualified bidders to any number deemed suitable by it.

- i. The financial Bid of only those Bidders who are technically qualified shall be opened.
- ii. The financial Bids of Bidders whose technical Bids are found unacceptable shall not be opened.
- iii. Client shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

4.3 Stage II-Financial Evaluation

- i. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- ii. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and record the same.
- iii. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures shall prevail, as in e-tender figures in words are system generated
- iv. If a tenderer quotes nil or no rate against every item in item rate tender, It is presumed that the tenderer is ready to carry out the job at the quoted rate (at

Zero cost)

- v. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- vi. L1 will be declared as Successful Bidder and his offer will be processed further.
- vii. (a) The financial bid of all eligible bidders as decided by CLIENT shall be opened and the decision of CLIENT will be final and binding.
(b) The date and time of opening of financial bids shall be decided by CLIENT which will be intimated at an appropriate time.

4.4 Letter of Acceptance:

The Successful Bidder would be notified in writing by CLIENT by issuing the Letter of Acceptance (LOA) in favour of the Bidder.



Form A1 - Form of Bid and Appendix

FORM OF BID

Name of the Work: “Proposed Construction of Residential Building (Stilt + 5 Floors), 65 flats at No. 2, Ramachandra Road, Luz Avenue, Mylapore, Chennai – 600 004”

Tender ID No. IB/MYL/CONTR/001/2023-24

From

..... (Bidder)

To

.....

Sir,

Sub : Submission of Proposal

Having examined the plans, specifications, the General Conditions of Contract as well as Specific Conditions of Contract, Notice Inviting Bids, Instructions to Bidders etc. and addenda for the above project, visited the Site, ascertained the Site conditions, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold CLIENT responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. I/We authorize, Client or his/her representative to approach individuals, employers, firms and corporation to verify our solvency with the banker, competence, work experience, credibility and general reputation.
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date.
7. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the General Conditions of the Contract.
8. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
9. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the last date of opening of the Technical Bid as per the Bid Documents or any extension thereto.



10. We agree to the General Conditions of Contract and Technical Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
11. We declare that we have not made any suppression of facts for meeting the requirement of eligibility to bid.
12. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of CLIENT, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
13. We understand that you are not bound to accept the lowest or any Bid you may receive.
14. I/We hereby deposit Rs. as EMD as per the details given in the bid document.
15. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
16. We enclose;
 - a. All documents as per the checklist

- Note :
- i. The Appendix forms part of the Bid
 - ii. Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this day of **2023**

Signature

Name in the capacity of

duly authorized to sign Bids for and on behalf of

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date Seal of bidder

Signature of bidder



Form A2 - Appendix

APPENDIX TO THE FORM OF BID

i.	(a) Amount of Performance Guarantee to be deposited by financially successful bidder	As per Clause 1 of GCC
	(b) Amount of Security Deposit	As per Clause 1 A of GCC
ii.	Date for commencement of work	From the first date of handing over of the site or 15 th day from the date of issue of issue of Letter of Acceptance (LOA), whichever is later
iii.	Time for completion	15 Months including Demolition of Existing Building
iv.	Amount of compensation in case of extension of completion date due to delays by the Contractor	As per Clause 2 of GCC
v.	Defects Liability Period	12 months from the date of handing over of project as certified by Engineer in charge.
vi.	(a) Period of validity of Performance Guarantee	As per clauses of GCC
	(b) Period of validity of Security Deposit	As per clauses of GCC

Signature

(Authorized Signatory)

Date

Place

Name

Address

.....

FORM 'T-1A'

FINANCIAL INFORMATION

Name of bidder:.....

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

i) Gross Annual Turnover for last three years ending 31.03.2022

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-20	Rs.
2020-21	Rs.
2021-22	Rs.
Average Annual Turnover over the past three years	Rs.

ii) **Profit / Loss** for last Five years ending 31.03.2022

Financial Information in Rs. Equivalent	For year 2017-18	For year 2018-19	For year 2019-20	For year 2020-21	For year 2021-22
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Net working capital (2-4)					
6. Current Ratio					
7. ACID Test Ratio					
8. Profit before Tax					
9. Profit after Tax					
10. Net Worth					
11. Solvency as mentioned in the Certificate duly certified by Bank					

Note: Copies of relevant balance sheets, P&L statements, notes to accounts shall be submitted along with the bid.

Signature of Chartered Accountant with Seal

FRN Number-----

UDIN Number----

Signature of Bidder.

FORM 'T-1B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

SOLVENCY CERTIFICATE (Should be obtained for a period after 01-04-2023)

Dated:

To

This is to certify that to the best of our knowledge and information that M/s./.....
.....having marginally noted address, a Customer of our bank are/is
respectable and can be treated as good for any engagement upto a limit of Rs.
..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the
officers.

(Signature) For the Bank

NOTE

- (1) Bankers certificates should be on letter head of the Bank, addressed to tendering authority.
- (2) Deleted.



FORM - 'T - 2'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH
PREVIOUS TO THE ONE IN WHICH TENDERS ARE
INVITED

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work (In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending / in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

* indicate gross amount claimed and amount awarded by the Arbitrator.

Copy of work Orders, Completion Certificates and relevant TDS certificates (as per FORM T-4) of the above works should also be submitted with date of start and completion of project and quality of work.

Signature of Applicant

FORM 'T - 3'

SIMILAR WORK UNDER EXECUTION OR AWARDED

Sl No	Name of Work/ Project & location	Owner of sponso ring Organi zation	Cost of Wor k	Date of Commence ment As per contract	Stipulat ed Date of compl etion	Upto date Percent age Progres s ofwork	Slow Progress , Ifany, & reasons Thereof	Name & address/ Telephone No.of officer to whom reference maybe made	Re ma rks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant

FORM 'T - 4'

PERFORMANCE REPORT OF WORKS
REFERRED TO IN FORM "T-2" TO "T-3"

01.	Name of Contractor	
02.	Name of work / Project & Location	
03.	Agreement No.	
	Estimated Cost	
04.	Awarded Value of work	
05.	Cost on completion of work	
06.	Date of Start	
	Date of completion :	
07	i) Stipulated date of completion	
	ii) Actual date of completion	
08	Components of work	
	No. of Storey	
	RCC framed structure	
	Electrical	
	Plumbing	
	Fire Fighting	
	HVAC	
	Lifts	
	ELV	
	Solar	
09.	Whether case of levy of compensation for delay has been decided or not	Yes/ no
10.	If decided, amount of compensation levied for delayed completion, if any	
11.	Performance Report :	
	a) Quality of work	Excellent/Very Good / Good/ Satisfactory/ Poor
	b) Financial soundness	Excellent/Very Good / Good/ Satisfactory/ Poor
	c) Technical Proficiency	Excellent/Very Good / Good/ Satisfactory/ Poor
	d) Resourcefulness	Excellent/Very Good / Good/ Satisfactory/ Poor
	e) General behavior	Excellent/Very Good / Good/ Satisfactory/ Poor

Dated : _____

Executive Engineer or Equivalent



Form 'T – 5'

STRUCTURE & ORGANIZATION

01.	Name & Address of the applicant	
02.	Telephone No. / Email id.	
03.	GST no.	
04.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
05.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
06.	Names and Titles of Directors & Officers with designation to be concerned with this work	
07.	Designation of individuals authorized to act for the organization.	
08.	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
09.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
10.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/	

	black- listed/penalized for Biding in any organization atany time? If so, give details.	
11.	Has the applicant or any constituent partner or any director of the company in case of partnership firm, ever been convicted by a Court of Law? If so, give details.	
12.	In which field of construction Services the applicant has specialization and interest?	
13.	Any other information considered necessary butnot included above.	

Signature of Applicant *

**TDS DETAILS FOR PRIVATE / PUBLIC SECTOR PROJECTS FOR THE WORKS
EXECUTED IN INDIA**

Sl. No.	Description	Details
1.	Name of work	
2.	Name of Clients	
3.	Project cost in crores	
4.	No. and date of completion certificate	
5.	Cost of the work on completion in crores	
6.	Payments received as per TDS in Crores	
7.	TDS Corresponding to the payments	
8.	Year wise TDS as per form-26AS/ Form 16A relating to the work.	

Note:

1. Value of work done will be considered commensurate with value of TDS certificates.
2. In case of multiple contracts undertaken from a client, reconciliation for the TDS pertaining to the work mentioned above need to be segregated and reconciled with Form-26AS.
3. This form need to be supported with form-26AS taken in HTML format or Form -16A.

Signature of

Chartered

Accountant with

Seal FRN No.

UDIN No.-----

Membership No.

Signature of Bidder.



FORM B : FORM OF PERFORMANCE BANK GUARANTEE
(On a stamp paper of appropriate value from any Nationalized Bank or Scheduled Bank)

To,

.....

.....

.....

Dear Sir,

In consideration of the INDIAN BANK for PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING (Stilt + 5 Floors), 65 flats @ NO. 2, RAMACHANDRA ROAD, LUZ AVENUE, MYLAPORE, CHENNAI – 600 004 (name of work) which expression shall include his successor and assignees, (herein after called CLIENT) having awarded to-----

----- having its Office at and Registered Office at

(hereinafter referred to as “the said Contractor (s)”, which expression shall include his successor and assignees) for the work of

Contract No. / LOA No.-----

-----in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs. Rupees

-----) amounting to 5% of the total Contract value.

We, (hereinafter called ‘The Bank’ which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the CLIENT in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the CLIENT in respect of or in connection with the said Contract inclusive of all the CLIENT's losses and damages and costs, (inclusive between attorney and CLIENT) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the CLIENT to the Bank with reference to this guarantee upto an aggregate limit of Rs. (Rupees

only).

We Bank Ltd. further agree that the CLIENT shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the CLIENT on account thereof and the decision of the CLIENT that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the CLIENT from time to time shall be final and binding on us.

The CLIENT shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under

vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The CLIENT and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the CLIENT hereunder or prejudice the rights of the Employer against the bank.

This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the CLIENT in terms thereof.

The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the CLIENT in terms hereof.

The amount stated in any notice of demand addressed by the CLIENT to the Bank as liable to be paid to the CLIENT by the Contractor or as suffered or incurred by the CLIENT on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the CLIENT or suffered or incurred by the CLIENT as the case may be and shall be payable by the Bank to The Employer in terms hereof.

This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the CLIENT and liabilities of the Contractor arising upto and until midnight of

This guarantee is valid till (date to be mentioned) (Six Months beyond the stipulated date of completion or the extended period, thereof)

This guarantee shall be in addition to any other guarantee or Security whatsoever that the CLIENT may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the CLIENT shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the CLIENT may have or obtain and no forbearance on the part of the CLIENT in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.

It shall not be necessary for the CLIENT to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The CLIENT may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.

We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the CLIENT in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. (Rupees) and this guarantee shall remain in force till and unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Notwithstanding anything contained herein above:



Our liability under this Bank Guarantee shall not exceed Rs. -----

(Rupees)

This Bank Guarantee shall be valid up to -----

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before at (bank

address)otherwise, all your rights under this guarantee shall be forfeited and bank shall be relieved and discharged from all the liabilities there under irrespective of whether or not the original bank guarantee returned to us or not

Dated day of 2023 For and on behalf of Bank.

Issued under seal :



Form C

FORM OF AGREEMENT

(On a stamp paper of appropriate value as per the prevailing stamp duty act as prescribed in Tamil Nadu)

Agreement No......

This agreement is made at on the day of 2023 between M/s. INDIAN BANK, (**CLIENT**) having its office at Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, Tamil Nadu which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the **First Part**.

AND

M/s.....a Company incorporated under the Companies Act 1956 having
 Registered Office
 and Office at, (hereinafter called the
 “Contractor”
 which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

Whereas CLIENT is desirous that certain works should be executed, for PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING (Stilt + 5 Floors) @ NO. 2, RAMACHANDRA ROAD, LUZ AVENUE, MYLAPORE, CHENNAI – 600 004 hereinafter called the “The Project” and has accepted a Tender submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein.

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 shall be deemed to form and be read and constructed as part of this agreement Viz.

Volume – I (NIT & Instructions to Bidders)

Volume - II (GCC)

Volume – III (SCC)

Volume - IV (Technical Specifications)

Volume - V (Financial bid and Bill of Quantities)

Volume – VI (Drawings)

All the correspondence till award of contract i.e. addendum, minutes, LOA etc.

Technical and Financial bids submitted by bidder.

3. In consideration of the payment to be made to the Contractor as hereinafter mentioned, the Contractor hereby covenants with CLIENT to execute and complete the Project by and remedy and defects therein in conformity in all respects with the provisions of the Contract.

4. Whereas CLIENT has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs.__(Rupees_____Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies and excluding Goods and Services Tax as per terms & conditions of Bid document.
5. The payment to the contractor will be made by Client based on the recommendation of PMC and Architect in consideration of the execution and completion of the Project and theremedying of defects therein, the total Contract Price of Rs. _____

only) being the sum stated in the letter of Acceptance(LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor SIGNED, SEALED AND DELIVERED	For and on behalf of the CLIENT SIGNED, SEALED AND DELIVERED
Signature of the authorized official	Signature of the authorized official
Name of the Contractor Stamp / Seal of the Contractor	Name of the official Stamp / Seal
in the presence of: Witness _____ Name _____	in the presence of: Witness _____ Name _____



Form D

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL FOR
AUTHORIZED SIGNATORY (in stamp paper of appropriate value)**

Know all men by these presents, we (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms (name and residential address of Power of Attorney holder) who

is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to _____, representing us in all matters before, and generally dealing with _____ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (name of authorised representative of firm)

Witness:.....

Accepted (signature & details of POA holder)



Form E

AFFIDAVIT

(To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s _____ have not been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the CLIENT.
6. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Client any stage of work due to poor quality, the same will be re executed by us at free of cost.
7. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the e-tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the Client shall have the right to reject our bid'.
8. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of Client/PMC'.
9. The Undersigned hereby confirm that we will provide required services during the Defect Liability Period and will provide warranty to the system as per tender requirement.
10. The Undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorised Officer of the Firm



Form “ F-1”

FORM FOR BIDDER’S BIDDING CAPACITY

Name of the Firm/Bidder :-

Name of the Work : PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING (Stilt + 5 Floors) @ NO. 2, RAMACHANDRA ROAD, LUZ AVENUE, MYLAPORE, CHENNAI – 600 004.

Ref:

The Bidding capacity of the bidder should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity (Rs.) = {[AxNx1.5]-B}

(Calculation sheet of working out Bidding capacity shall be attached) Where,

- A= Maximum turnover (as per Form T-1) in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The maximum turnover shall be brought to current costing level i.e. upto to previous day of last date of submission for bids by enhancing at a simple rate of 7% per annum.
- N = Number of years prescribed for completion of work for which bids has been invited.
- B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited. (Details to be attached, signed & sealed by CA in ‘Form F1-A’)

Calculation

Maximum turnover in last seven years = Rs..... (Year..)

Updated value of turnover (A) = Rs.....

Value of existing commitments and ongoing works (B) = Rs.....

No. of years (N) =

Bidding Capacity= {[AxNx1.5]-B} =

Bidding Capacity (Rs.).....

Signature of Chartered Accountant with Seal

FRN Number-----

UDIN Number----



Signature of Bidder(s)

Form F-1A

BIDDING CAPACITY

Name of the Work: PROPOSED CONSTRUCTION OF RESIDENTIAL BUILDING (Stilt + 5 Floors) @ RAMACHANDRA ROAD, LUZ AVENUE, MYLAPORE, CHENNAI – 600 004.

Ref:

Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited. (B)

SI No.	Name of work/Project and location	Client / owner	Contract Value (Rs Cr)	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8 /100	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Signature of Chartered Accountant with Seal

FRN Number-----

UDIN Number----

Signature of Bidder(s)



Form-H

UNDERTAKING

(On a Rs 100/- non judicial stamp paper duly notarized)

We do hereby indemnify CLIENT/Client, against all penal action that may be levied/effectuated by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised Officer of the Firm



FORM-J

**FORMAT FOR UNDERSTANDING THE PROJECT SITE
(on Bidder Letter Head)**

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location and conditions etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect has been considered in the Quoted cost of the project as per BOQ.

1. Name of Bidder Representative with Designation visited the site: -

.....

2. Name of Bidder/Firm:-.....

Tender to be participated by Bidder:-

Name of Site visited with dates: -

on

on

Please add on as required

(Name with designation) Representative of the Agency/Firm



ANNEXURE -1 : Pre-Qualification Score Card

Sl. No.	Parameter	Maximum marks
1	Technical Expertise: A Committee designated by the Bank will inspect eligible works (item 1.5 of Eligibility criteria) of the tenderer in the following parameters for assessing the quality of works.	
	(i) Quality of RCC works	6
	(ii) Quality of plaster / finishing / flooring	4
	(iii) Quality of wood work	4
	(iv) Quality of steel work / Aluminium work	4
	(v) Quality of plumbing and sanitary installation	4
	(vi) Quality of water proofing	6
	(vii) Quality of internal Electrical, Fire fighting and other electrical works	8
	(viii) Quality of external development work	4
	Maximum marks for Sl. No. 1	40
	Note: All parameters are compulsory except (iii), (iv) and (viii). If one or more of non-compulsory parameter(s) is/are absent in the work, the total marks will be work out proportionately on 40 marks.	
2	Financial Capability	
	(i) Yearly turnover of ₹ 15 cr or more but less than or equal to ₹ 22.5 cr during last 3 financial years ending March 31, 2022 (between 1 to 1.5 times of minimum specified in eligibility criteria at item 1.5 (e) in NIT)	10
	(ii) Yearly turnover greater than ₹ 22.5 cr but less than or equal to ₹ 30 cr during last 3 financial years ending March 31, 2022 (between 1.5 to 2 times of minimum specified in eligibility criteria at item 1.5 (e) in NIT)	14
	(iii) Yearly turnover greater than ₹ 30 cr during last 3 financial years ending March 31, 2022 (more than 2 times of minimum specified in eligibility criteria at item 1.5 (e) in NIT)	20
	Maximum marks for Sl.No. 2	20
	Note: If the Annual Turnover of the three years are not in one particular sub head, the total marks will be proportionately worked out.	
3	Professionalism – dealing with project	
A	Levy of compensation / LD	
	(i) No compensation / LD levied for eligible works	10
	(ii) Compensation / LD levied is less than 5% of tendered amount	4
	(iii) Compensation / LD levied is more than 5% of tendered	0
	Note: If compensation / LD has been levied in one / two / three of the eligible works as applicable, the total marks will be proportionately worked out.	
B	Contract Performance	
	(i) Successful completion of work without litigation / arbitration	10
	(ii) Completion of work with litigation / arbitration	0
	Maximum marks for Sl.No. 3	20

4	Green Building Certificate for eligible works	
	(i) Any eligible work of having any Green Building certification except highest rated certificate	6
	(ii) Any eligible work of having highest rated Green Building certificate	10
	Maximum marks for Sl.No. 4	10
5	Qualifying works done for Govt. organisations or PSUs or PSBs of equivalent	10
	Maximum marks for Sl.No. 5	10
	Grand total of evaluation criteria	100
	Minimum required marks for shortlisting	50



ANNEXURE -2 : CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PACKAGE - PART I

S.No.	Name of Document	Mode of submission	Page No.
1.	Non-refundable fee of Rs...../-(inclusive of GST) only as e-tender processing fee	Online	
2.	Bid Security/EMD of Rs...../-		
3.	Form of bid and Appendix (Form A) for the bid		
4.	Power of Attorney (Form D) in favour of the person signing the Bid		
5.	Affidavit by Bidder (Form E) on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format		
6.	Undertaking (Form H) – Form H in stamp paper duly notarized		
7.	Form “T-1A” (Financial Information)		
8.	Form “T-1B” (Solvency Certificate)		
9.	Form “T-2” (Details of works)		
10.	Form “T-3” (Project under execution of award)		
11.	Form “T-4” (Performance Report of Works)		
12.	Form “T-5” (Structure and Organization)		
13.	Form “T-6” (TDS details)		
14.	Form “J” (Format for Understanding the Project site)		
15.	Annexure -1 : Pre-Qualification Score Card		
16.	Copies of GST Registration as per clause 1.23/ ESI/EPF registration		
17.	Integrity Pact and Agreement duly filled and signed by the authorized signatory on behalf of the bidder (as per Performance given in GCC Vol-II)		
18.	All pages of the entire tender document/ Corrigendum/ addendum (if any)/ pre bid clarifications (if any) signed by the authorized person of the bidder/bidder.		
19.	Any other document as specified in the tender document		
20.	Organisational chart of the company to be submitted.		

FINANCIAL PACKAGE COMPRISING OF PART 2

Sl.No	Name of Document	Mode of submission
1.	Price Bid (Bill of Quantities – Volume-V)	Online

END OF VOLUME – I