

NOTICE INVITING TENDER

FOR

TERRACE WATERPROOFING OF INDIAN BANK HEAD OFFICE MAIN BUILDING AT
66, RAJAJI SALAI, CHENNAI 600 001.

Ref:No: CO:EST:TENDER:RPS:012:2023-24

Date : 12.06.2024

From:

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This Bid document contains 45 pages



Signature & Seal of the Bidder

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**INDIAN BANK
NOTICE INVITING TENDER**

Indian Bank, Corporate Office, Chennai invites sealed bid (Two bid System), Offline mode, for 'Terrace waterproofing of Indian Bank Head Office Main Building, 66, Rajaji Salai, Chennai 600001' from the experienced and reputed contractors.

1.	Name of work	Terrace waterproofing of Indian Bank Head Office Main Building, 66 Rajaji Salai, Chennai 600001
2.	Location of Site	Indian Bank, Head Office, 66, Rajaji Salai, Opp to Beach Railway Station, Chennai – 600 001.
3.	Estimated Cost of Work	Rs.54.98 Lakhs
4.	Period of completion	30 days reckoned from the 4 th day of date of issue of the work order or handing over of site whichever is later.
5.	Validity of Tender	90 Days from the date of opening of Technical Bids.
6.	Defects Liability Period	12 Months from the date of virtual completion of work
7.	Earnest Money Deposit (E.M.D)	Rs.55,000/- Submission of EMD is mandatory and the bidder who has NOT submitted EMD along with the Technical Bid envelop, will be summarily rejected.
8.	Retention Money	5% of the on each RA Bill Amount.
9.	Initial Security Deposit	2% of the Bid Amount (Including EMD amount)
10.	Liquidated Damages	1% per week of the Tender Value for the delay subject to a maximum total of 10% of Contract value.
11.	Total Security Deposit EMD+ISD+RM	7% of the cost. (50% will be released after 15days of payment of the final bill and the balance 50% will be released after the Defect liability Period of One year).
12.	Performance Guarantee	The contractor has to furnish 5% of total bill value as 'Performance Guarantee' for 10 years and 20% of this 5% PG will be released at every 2 years period for next 10 years. The retained amount will be interest free.
13.	Cost of Tender Document	Nil
14.	Interim Bill	Rs.15 lakh of each RA.
15.	Site Visit	24.06.2024 and 25.06.2024 in office working hours
16.	Last date of submission of Bid	03.07.2024 upto 15.00 Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
17.	Date of opening Technical Bid	03.07.2024 at 15.30 Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
18.	Date of opening Financial Bid	Schedule will be intimated to Technically Qualified Bidders at later stage.
19.	Issue of Tender Documents	The Tender Documents can be downloaded from our Bank's website https://www.indianbank.in/tender from 12.06.2024 to 03.07.2024

Note:

1. Technical bid and Price bid should be submitted in separate sealed covers. The application submitted Technical bid and Price bid or submitted without sealed covers will be summarily rejected without further communication in this regard.
2. The bank reserves the right to reject any tender/bid without assigning any reason.



Signature & Seal of the Bidder

3. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
4. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.
5. The application submitted without the EMD / tender document (signed & sealed) will be summarily rejected without further communication in this regard.
6. The Earnest money (if any) of unsuccessful tenderers will be released after issue of work order to L1 bidder, without any interest subject to the contract terms & conditions. (If Applicable).
7. The notice inviting tenders, the conditions of tender and the duly completed form of tender, final contract value etc. will form part of the Agreement to be executed by the successful tenderer with the bank.
8. The Indian Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
9. Submission of a tender by a tenderer implies that he has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
10. Any corrigendum/addendum/errata in respect of the above empanelment / Prequalification shall be made available only at our official web site <http://www.indianbank.in/tender> and no further press advertisement will be given. Hence prospective applicants are advised to visit Indian Bank web site regularly for above purpose.
11. **The contractor has to furnish 5% of total bill value as 'Performance Guarantee' for 10 years and 20% of this 5% PG will be released at every 2 years period for next 10 years. The retained amount will be interest free.**

ASSISTANT GENERAL MANAGER (Estate)

Indian Bank, Corporate Office,
Premises, Estate & Expenditure Dept,
First Floor, No. 254-260,
Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.
Ph: 044 -28134618 / 4401 / 4498

Signature & Seal of the Tenderer



Signature & Seal of the Bidder

Note:

1.0 GENERAL

Bidders are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the Tender document before firming up their Quotation.

Though adequate care has been taken while preparing this Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within the last dated of submission of NIT, it shall be considered that the Tender Document is complete in all respects.

2.0 SUBMISSION OF BID

The Bidders shall submit their quotation in line with this NIT Document.

NIT Document should be in a proper sealed envelope superscripted as '**Terrace waterproofing of Indian Bank Head Office Main Building, 66 Rajaji Salai, Chennai 600001**'.

More than one bid from same owner shall be summarily rejected.

3.0 SITE PARTICULARS

Bidders are advised to inspect and examine the site and its surroundings between **10 am to 5 pm** on any of the working days of the Bank and satisfy themselves before submitting their bids as to nature of work, site conditions, flooring conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit you may contact Chief Manager (Estate) in 044-2813 4618/ 4401.

4.0 SCOPE OF WORK

4.1 Terrace waterproofing of Indian Bank Head Office Main Building, 66 Rajaji Salai, Chennai 600001. The work consists of execution of civil, and water proofing work are within the scope of this tender. It includes all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the employer / architects, if any. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the Bank and to furnish and install such detail with Bank's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

4.2 Rates quoted shall be deemed to be inclusive of manpower, material, machinery, tools and tackles, installation, all taxes (except GST), duties, cartage, freight loading & unloading, insurance etc.

4.3 No escalation of whatsoever nature shall be payable in future.

4.4 Only GST will be paid by the Bank. Any other tax shall be payable by the contractor.

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



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

4.6 Bank reserves the right to modify/ relax/ withdraw any of the terms and conditions of the contract if it is found necessary in the interest/ benefit of the Bank.

4.7 Prospective Bidders are requested to remain updated for any notices / amendments/ clarifications etc. to the Tender Document through our Banks website. No separate notifications will be issued for such notices / amendments / clarifications etc. in the print media or individually.

4.8 The contract as a whole or part thereof is NON TRANSFERABLE.

5.0 MINIMUM ELIGIBILITY CRITERIA

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

Should have satisfactorily completed the similar works as mentioned below during the last (7) Seven year ending March 2024, shall be either of the following.

S. no	Eligibility criteria	Value Rs. in Lakhs
1	Three similar (equal to 40%) completed works each costing not Less than	22.00
2	Two similar (equal to 50%) completed works each costing not less than	27.50
3	One similar (equal to 80%) completed work each costing not less than	40.00

Similar work means any kind of Terrace water proofing work done in any residential / office building.

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

Self-attested copies of work order, completion certificate (indicating the name of work, final amount, completion date etc.) issued by the client preferably on their letter head for completed work.



- 5.2 The Bidder should have executed at least one similar (i.e. **Terrace water proofing work**) job for value costing not less than **Rs.22.00 Lakhs** (single order) with any Central/State Government Department/Central Autonomous Body/ Central Public Sector Undertaking, Corporate company (More than Rs.100 Crore yearly turnover) in the last 5 years ending with 31.03.2024. The Bidder should submit the copies of the completion certificates for any of the categories mentioned.
- 5.2 Average annual turnover from the works for the last three years ending 31st March 2024 should not be less than **Rs.16.5 Lakhs** as per the audited balance sheet. Year in which no turnover is shown would also be considered for working out the average. Self-attested Copy of GST & PAN number.
- 5.3 The Tenderer should be a profit (net) making firm year ending 31/03/2024. The agency should not have incurred any loss (profit after tax should be positive) in more than 3 years during last five years ending 31st March 2024 duly certified by Chartered Accountant. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year
- 5.4 24 x 7 local service set –up in Chennai (address proof to be furnished).
- 5.5 Affidavit/ undertaking certifying that the firm has not been blacklisted by anyone (page -15 of this NIT).

The contractor should have the technical competence, sound financial resources, experience, equipment, manpower and reputation to perform the contract to the satisfaction of Bank.

6.0 EVALUATION CRITERIA/ FINAL SELECTION

- 6.1 **Bids submitted without the requisite documents for 'Clause 5.0' (Minimum Eligibility Criteria) will be summarily rejected and the price quoted by them will not be considered for evaluation.** Qualified parties have no right to claim for award of the work. Bank reserves the right to cancel or award the work to any party / Bidder. Bidders who wish to attend the opening of the bids may ensure their presence on the mentioned date and time as specified in the Date sheet.
- 6.2 The lowest bidder (L-1) shall be considered for award of work, though not binding and the decision of the Bank in this regard will be final and binding.
- 7.0 The bank reserves the right to reject any tender/ bid without assigning any reason.
- 8.0 The rates quoted by the bidder shall be based only on the specifications and conditions of the bid documents.
- 9.0 Bank is not liable to make any payment to bidders for preparation to submit the tender/bid.

ASSISTANT GENERAL MANAGER (ESTATE)

Indian Bank, Corporate Office,
Premises, Estate & Expenditure Dept,
First Floor, No. 254-260,
Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.
Ph: 044 -28134618 / 4401 / 4498
Email: hoestate@indianbank.co.in



GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF BIDDERS

1. Bids, which should always be placed in sealed cover, with the name of the work written on the envelope '**Terrace waterproofing of Indian Bank Head Office Main Building, 66 Rajaji Salai, Chennai 600001**' will be received by Assistant General Manager (Estate), Indian Bank, Corporate Office, Premises, Estate & Expenditure Dept, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
2. The Indian Bank does not bind itself to accept the lowest or any quote/ bid and reserves to itself the right of accepting the whole or any part of the quote/ bid and the tenderer/ bidder shall be bound to perform the same at the rate quoted.
3. The rate quoted by the Tenderer/ bidder shall be net, up to the stage of incorporation and handing over site. All taxes on material or on finished works like work's contract tax, Turn-over Tax, including taxes that may be newly introduced subsequent to the tender/ bid etc. in respect of this contract shall be payable by the Tenderer/ bidder and the Indian Bank will not entertain any claim whatsoever in this respect except the GST to the overall bid amount.
4. The Tenderer/ bidder shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
5. No employee of the Indian Bank is allowed to work as a contractor for a period of two years of his retirement from Indian Bank service, without the previous permission of the Indian Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Indian Bank as aforesaid before submission of the tender/ bid or engagement in the Tenderer/ bidders service.
6. The tender/ bid for works shall remain open for acceptance for a period of 90 days from the date of opening of Tender/ bid. If any tenderer/ bidder who withdraws his tender/ bid before the said period, then the Indian Bank shall be at liberty to debar the contractor from the panel.
7. **Retention money shall be deducted from the final bill @ 5 % of the gross value of the bill.** This will be refunded after completion of the Defect Liability Period of 12 months, provided he has satisfactorily carried out all the work and attended to all the defects in accordance with the conditions of the contract. No interest is allowed on retention money.
8. The acceptance of a quote will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the quotes received without the assignment of a reason. Quotes in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the quote in full or in part and the tenderer/ bidder shall have no claim for revision of rates or other conditions if his quote is accepted in parts.
9. Canvassing in connection with quotes is strictly prohibited and the tenders/ bids submitted by the Tenderer/ bidders who resort to canvassing will be liable to rejection.



All rates shall be quoted on the proper form of the quote alone. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.

10. An item rate quote containing percentage below/ above will be summarily rejected. However, where a tenderer/ bidder voluntarily offers a rebate for payment along with sealed quote, the same may be considered.
11. On acceptance of the tender/ bid the name of the accredited representative(s) of the Tenderer/ bidder who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
12. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
13. The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the required statutory bodies/ organizations.
14. The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care of their materials free from getting drenched or damaged.
15. Debris and unwanted items have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
16. Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, paint which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
17. Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
18. The Tenderer/ bidder should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants or other contractors. Any damage so caused shall be made good at the cost & risk of the tenderer/ bidder.
19. The successful tenderer/ bidders shall include, in the quoted price, all allied works and no extra payments will be made for any such case arises.
20. **The successful contractor shall also be responsible for the safety and security of all their men & materials** and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place



full time representative at site, the representative should have thorough subject knowledge. **Bank will not be responsible for any untoward accident caused by the negligence of the contractor.**

21. **Only one interim bills will be permitted and then final bill will be permitted after completion of works in all respect.** The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The Employer after detailed scrutiny of the interim bill shall certify full payment within **07 days** of the date of receipt of bill from the Contractor subject to submission of documentation as required.
22. **The contractor should ensure payment of minimum wages + VDA to all laborers / workmen staff employed by him inline with central/ state labour wage act whichever higher.**
 - a) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
23. The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a Insurance Company approved by the Employer and must be jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be executed from damage to any property arising out of incidents, negligence, or defects carrying out of this contract.
24. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim for damages from any sums due or to become due to the contractor.
25. The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
26. If the work is not started within **4 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory; and not in proportion to the commitment made, inconsistent with the period of completion of the work provided in the Time schedule, then the Bank may terminate the work order by giving an immediate final notice to the contractor.



27. The time allowed for completing the works is **30 days** to be reckoned from **4th Day** from the date of Work Order. Tenderer/ bidders shall submit a program (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
28. If the Contractor fails to complete any or all the works by the date/s named in "Date of Completion" or within any extended time (in case Bank Permits) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
29. Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified if they have:
- Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
 - Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - Their business banned by any Central Govt. Department/Public Sector Undertakings or Enterprises of Central Govt.
 - Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
 - Any one of the partners (in case of partnership firm) or any Directors in case of pvt ltd., or public ltd firm being convicted by a Court of law.

ASSISTANT GENERAL MANAGER (Estate),

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

Signature & Seal of the Bidder



Signature & Seal of the Bidder

Performa – I
GENERAL INFORMATION OF THE ORGANIZATION

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

1	Name of Tenderer	
2	Office Address	
3	Local office Address	
4	Address on which Correspondence should be done.	
	Tel.No.	
	Mobile no.	
	E-mail address	
5	Place of incorporation/registration	
6	Constitution of tenderer	
	a)An individual	
	b)A proprietary firm	
	c)A firm in partnership	
	d) A Pvt Limited Company or Corporation	
ii)	Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company as the case may be.	
7	Turn Over for the years (FY) given below (Copies to be enclosed)	
	2019 - 2020	
	2020 - 2021	
	2021 - 2022	
	2022 - 2023	
	2023 - 2024	
9	Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies.	
10	Other details b) ESI No. c) Labour license no d) PAN No. e) GST Registration No. (Copies to be enclosed)	

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

Note: Only self-attested copies to be furnished.

Date & Place

Signature & seal of the tenderer



Signature & Seal of the Bidder

DETAILS

S. No.	Particulars	Details to be filled
1	Name & Designation of Contact Person	
2	Mobile No (s) of the Contact Person / Firm	
3	Address for Communication	
4	Office / Local service set-up in Chennai address	
5	E-mail address of Contact Person / Firm	

(Signature of Authorized Signatory)
Name & Designation
Contact No.
NAME OF THE AGENCY WITH SEAL



DECLARATION

To

ASSISTANT GENERAL MANAGER (Estate)

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

I hereby declare as below:

- 1) All the information furnished by me/ us here above is correct to the best of my knowledge and belief.
- 2) I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
- 3) I/We agree that the decision of Indian Bank in selection of L-1 bidder will be final and binding to me/ us.
- 4) I/We hereby confirm that my/ our firm has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices/ Branch of Indian Bank/ erstwhile Allahabad Bank as on the date of publication of this notice.
- 5) I/We hereby confirm that all information, particulars, copies of certificates and testimonials submitted are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the Indian Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.

PLACE :

DATE:

NAME & DESIGNATION

NAME OF THE TENDERER WITH SEAL



Signature & Seal of the Bidder

SPECIAL INSTRUCTIONS TO TENDERERS

1. Time of Completion, Extension of Time & Progress Chart

Time of Completion:

The entire work is to be completed in all respects within the stipulated period of **30 days**. The work shall be deemed to be commenced within seven days from the date of issue of Work order or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the Tenderer.

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

The contractor may plan and execute all the works around the clock without causing disturbance to the existing office working. The plan of carrying out the works should be given at least one week in advance.

Extension of Time:

If in the opinion of the Indian Bank/Architects / Project Management Consultants the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Indian Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other Tenderers or tradesmen engaged or nominated by the Indian Bank and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of strikes or lock-out affecting any of the building trades of (1) from other causes which the Indian Bank may consider being beyond the control of the Tenderer, the Indian Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Indian Bank failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the Tenderer shall, immediately give the Indian Bank, written notice thereof. Nevertheless the Tenderer shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required to the satisfaction of the Indian Bank to proceed with the works and on his doing so, it will be ground of consideration by the Indian Bank for an extension of time as above provided. The decision of the Indian Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Tenderer) shall be promulgated at the conclusion of such strike or lock-out and the Indian Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 12 with respect to payment



of liquidated damages shall in such case, be read and construed as if the extended dated fixed by the Indian Bank were substituted for and the damage shall be deducted accordingly.

Progress of Work:

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

2. Defects Liability Period (DLP)

- a) It must be realized that this period is for exposure of “latent defects” such as settlements, shrinkages or expansion cracks, undue weathering and wear due to faulty material and workmanship.
- b) The DLP commences from the certified date of Virtual Completion issued by the Architects. DLP – 1 year from the Date of issue of Virtual Completion Certificate for the work by Architects.
- c) Whenever the Indian Bank is of the view that the defects in the workmanship and/or materials used are likely to be apparent only over a long period, the Defect Liability Period may be extended as deemed fit.

3. Date of Commencement

Normally, Date of commencement shall be either **7 Days** from the Work order issued to the Tenderer or the day on which Tenderer is instructed to take possession of the site, Whichever is earlier.

4. Date of Completion

Date of completion shall be 30 days for the execution of the work.

5. Period of Final Measurement

The period of final measurement after completion shall be made taken into account the complexity of the work and staff available for carrying out measurements.

All hidden works shall have already been measured as the work progressed in presence of Tenderers, Indian Bank, Architect and respective specialized consultants to check up the quality and method of installation. It should be noted that unless a longer period is stipulated, the condition of contract generally lays down three months (maximum) from the date of completion of the contract as the period of final measurement. Even though the maximum period of three months is mentioned, it shall be endeavored to complete the measurements as expeditiously as possible.



6. Period of Honoring Interim Certificate

The period shall be ten days from the date of receipt of the certificate from the Architect along with M Book only signed by the Tenderer consultants & Architect.

7. Period of Honoring Final Certificate

The period shall be one month from the date of receipt of the final bill certificate from the Architect along with M book duly signed by Tenderer, Consultant and Architects and statutory Certificates wherever necessary along with as built drawings of the works executed. No due certificate from self as well as from the sub agencies involved by the main contractor should be produced to the bank at the time of submitting final bill by the main contractor.

8. Retention Money

The retention percentage (I.e. deduction from interim bill) shall be 5% of the Gross value of each interim bill. The maximum amount of retention money shall be the balance amount of the Total Security Deposit. 50% of the retention amount will be refunded to the Tenderer on completion subject to the following:

- Issue of Virtual Completion Certificate by the Architect.
Tenderer's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (excepting for a small presence required if any for the Defect Liability Period and approved by the Indian Bank) The remaining 50% of the amount may be refunded 14 (Fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the Contract, including site clearance.

9. Receiving, Opening and Recording of Tenders

Part-A (Technical bid) has to be submitted in duplicate with one set of



drawings. The tenderers are required to submit the tender documents marked “*Original*” and “*Duplicate*” in Part-A.

Part-A tender will be opened at **15.30** hours on the same day as the last day of the receipt. In case of postal delivery, the tenderer has to ensure that the tender is received before the due date and time. The Indian Bank will not be responsible for the damage in transit and delay in receipt of tender if any.

After technical evaluation, intimation will be given to all qualifying bidders about the date, time of opening of Manual Price bid with the opening of the lowest value among the quotes shall be treated as Reverse price for online reverse bidding.

Part-B (Price bid) has to be submitted by successful bidder after completion of reverse auction.



GENERAL CONDITIONS OF CONTRACT

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

1. Interpretation

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to him except where the subject or context otherwise requires:

- i. Indian Bank: The term Indian Bank shall denote Indian Bank with their Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 and any of its employees representative authorized on their behalf.
- ii. Tenderer: The term Tenderer shall mean (to the firm the contract is awarded) and his / their heirs, legal representatives, assigns and successors.
- iii. Site: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Indian Bank for the Tenderer's use.
- iv. Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Indian Bank during the execution of the work.

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

In case any detailed Drawings are necessary Tenderer shall prepare such detailed drawings and or dimensional sketches there for and have it confirmed by the Indian Bank/ Architects/PMC as case may be prior totaking up such work.

The Tenderer shall ask in writing for any clarifications.



- v. "The Works" Shall mean the work or works to be executed or done under this contract.
- vi. "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency act or in Provincial Insoveny Act or any amending Statutes.
- vii. "The Schedule of Quantites" shall mean the schedule of quantities as specified and forming part of this contract.
- viii. "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the Tenderer.

2. Tenders

a) Technical Bid

The entire set of tender paper issued to the tenderer should be submitted fully signed on the every page. Signature will indicate the acceptance of the tender papers by the tenderer.

b) Price Bid - The price should be quoted in the Price Bid format attached to this bid.

The schedule of quantities shall be filled in as follows:

- a) The "Rate" column to be legibly filled in ink both English figures and English words.
- b) Amount column to be filled in for each item and the amount for each sub head as detailed in the " Schedule of Quantities".
- c) All corrections are to be initialed.
- d) The "Rate Column" for QRO items shall be filled up.
- e) The " Amount" column for QRO of which the quantities are not mentioned shall not be filled up.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Indian Bank reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis



and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Indian Bank/ Architects detailed analysis of any or all the rates shall be submitted. The Indian Bank/ Architects shall not be bound to recognize the Tenderer's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Indian Bank.

The Indian Bank has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Tenderer without authorization from the Indian Bank. No variation shall vitiate the contract. Please also refer to para 7 hereinafter.

The tenderer shall note that his tender shall remain open for consideration for a period as specified in General rules and Instructions under Item no 4. from the date of opening of the price - tender of the tender .

3. Agreement

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

4. Permits and Licenses

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

The Indian Bank/ Architect / PMC shall be indemnified against all Government or legal actions for theft or misuse of cement M.S. rods and any controlled materials in the custody of the Tenderer.

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



5. Government and Local Rules

The Tenderer shall conform and adhere to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The Tenderer shall give all notices required by said Act, Rules, and Regulations and Bye-laws etc., and pay all fees / fines payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Indian Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

6. Taxes and Duties

The tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax or any other taxes or local charges if applicable. GST will be payable extra as applicable.

No extra claim on this account will in any case be entertained.

The tenderer shall keep necessary books of A/C & other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly authorized representative of the Indian Bank and or the Engineer-in-charge and further shall furnish such other information / document as the Indian Bank may require from time to time.

7. Quantity of Work to be executed

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Indian Bank reserves the right to execute only part or the whole or any excess thereof without assigning any reason therefore. Variation in the value is however not expected to be more than 25%.

8. Other Persons Engaged by the Indian Bank

The Indian Bank reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and Tenderer shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main Tenderer shall extend all cooperation in this regard.

9. Earnest Money and Security Deposit

The tenderer will have to deposit an amount of **Rs.55,000/- (Rupees Fifty Five Thousand Only)** in the form of Bankers Demand Draft or Bank Guarantee from scheduled commercial bank in India drawn in favour of " Indian Bank," payable at Chennai at the time of submission of tender as an Earnest



Money. The Indian Bank is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the acceptance of the selected tenderer after award of work or after the expiry of the validity period of the tender

Apart from the EMD, retention money shall be deducted from progressive running bills @ 5% of the gross value of each running bill until the Total Security Deposit, i.e., EMD and the retention money equals 7% of the project cost. 50% of the total security deposit shall be released on successful completion of the works and after obtaining Virtual completion certificate from the Architect and No Claim certificate by the tenderer to the Indian Bank.

The balance retention amount 50% will be refunded after the end of defects liability period as mentioned in point no.8 of this special condition of contract provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money. A part of the Security Deposit if and as decided by a constituent Indian bank can also be furnished in the form of a Indian bank guarantee on a Indian bank other than that of the constituent Indian bank

10. Tenderer to provide everything necessary

The Tenderer shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Tenderer finds any discrepancies therein he shall immediately and in writing, refer the same of the Indian Bank/ Architects / PMC whose decision shall be final and binding.

The Tenderer shall provide himself for ground and fresh water for carrying out of works at his own cost. The Indian Bank shall on no account be responsible for the expenses incurred by the Tenderer for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The Tenderer shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection for the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the



Tenderer shall take down any remove any or all such centering, scaffolding, planking, timbering, strutting, shoring, etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Indian Bank/ Architects.

The Tenderer shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Indian Bank shall otherwise direct. The Tenderer shall at all times give access to workers employed by the Indian Bank or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Indian Bank as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

11. Tools, Storage of Materials, Protective Works and Site Office

Requirements

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

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The Tenderer shall provide at his own cost all artificial light required for the work and to enable other Tenderers and sub-Tenderers to complete the work within the specified time.

The Tenderer shall use the toilets identified by the Indian bank for use of their workmen and keep the same in a clean and sanitary condition to the satisfaction of the Indian bank / Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the Tenderer to prevent the breeding of mosquitoes on the works during the construction, and all receptacles; cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes.

The Tenderer shall indemnify the Indian Bank against any breach of rules in respect of anti-malarial measures.

The Tenderer shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Indian Bank.



Protective Measures: The Tenderer from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Tenderer shall indemnify the Indian Bank against any possible damage to the building, roads, or members of the public in course of execution of the work.

The Tenderer shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of materials: The Tenderer shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-Tenderers and remove same on completion. Cement should be stored one foot above the ground level and have raised floor.

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

The masteries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 3 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Tenderers as he chooses for checking the works executed or being executed on the contract. The Tenderer should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by sub-Tenderers for their work.

12. Notice and Patents of Appropriate Authority and Owners

The Tenderer shall confirm to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye- laws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Indian Bank/ Architects written notices specifying the variations proposed to be made and the reasons for making them



and apply for instruction thereon. The Indian Bank/ Architects on receipt of such intimation shall give a decision within a reasonable time.

13. Clearing Site and Setting out Works

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost. The Tenderer shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Tenderer shall at his own expenses rectify such error, if called upon to the satisfaction of the Indian Bank. The Tenderer shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

14. Tenderer Immediately to Remove All Offensive Matters

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

15. Access

Any authorized representative of the Indian Bank shall at all reasonable times have free access to the works and/or to the, workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Tenderer shall give every facility to the Indian bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Indian Bank no person shall be allowed at any time without the written permission of the Indian Bank.

16. Materials, Workmanship, Samples, Testing of Materials

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by



the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Indian Bank/ Architects during the execution of the work, and to his entire satisfaction.

If required by the Indian Bank/ Architects the Tenderer shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Indian Bank/ Architects at his own cost to prove that the materials etc. Under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Tenderer. No extra payment on this account should in any case be entertained.

All works to be carried out generally as per BIS Specifications.

Branded items, i.e., BIS compliant items specified in the tender shall not be tested separately. However the other items if approved by Indian bank are subjected to testing as per tender specifications.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Tenderers must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted displayed to the Indian Bank/ Architects when so directed by the Engineer/ Architects and written approval from Indian Bank/ Architects must be obtained prior to placement of order.

During the inclement weather the Tenderer shall suspend concreting and plastering for such time as the Indian Bank/ Architects may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of Tenderer shall be rectified. by the Tenderer in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock -outs or any other cause, the Tenderer shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The Tenderer shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-Tenderer and any damage caused must be made good by the Tenderer at his own expenses.

The contractor shall prepare for approval of Architect the “Co-ordinated services drawings” for pre-planned openings so that the alterations are reduced to the minimum.



17. Removal of Improper Work

The Indian Bank shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Indian Bank / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the Tenderer refuses to comply with the order the Indian Bank shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Indian Bank/ Architects shall be borne by the Tenderer or may be deducted from any money due to or that may become due to the Tenderer. No certificate which may be given by the Architects shall relieve the Tenderer from his liability in respect of unsound work or bad materials.

18. Site Engineer/Project Management Consultant:

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

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

19. Tenderer's Employees

The Tenderer shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Indian Bank/ Architects. The Tenderer shall engage at least one experienced Engineer as site-in-charge for execution of the work. The Tenderer shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Tenderer shall employ local labourers on the work as far as possible. No labourer



below the age of eighteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the Tenderer to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Indian Bank or his representative shall be deemed to be a person employed by the Tenderer.

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

- a) The Payment of Wages Act 1936
- b) Indian Bank's Liability Act 1938
- c) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- d) Apprentices Act 1961
- e) Minimum Wages Act 1948
- f) Any other Act or enactment relating thereto and rules framed there Under from time to time.

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

The Tenderer shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Indian Bank regarding the maintenance of proper environmental sanitation of the area where the Tenderer's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Tenderer shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Tenderer to prevent nuisance of any kind on the works or the lands adjoining the same.

The Tenderer shall arrange to provide first-aid treatment to the laborers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Indian Bank and also to the Competent Authority where such report is required by law. Compliance of labour regulations:

20. Dismissal of Workmen

The Tenderer shall on the request of the Indian Bank immediately Withdrawal / remove from works any person employed thereon by him, who may in the opinion of the Indian Bank be unsuitable or incompetent or who may misconduct himself. Such Withdrawal / Remove shall not be the basis of any



claim for compensation or damages against the Indian Bank or any of their officer or employee.

21. Assignment

The whole of the works included in the contract shall be executed by the Tenderer and the Tenderer shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Indian Bank and no subletting shall relieve the Tenderer from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

22. Damage to Persons and Property Insurance Etc.

The Tenderer shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Tenderer or of any of his or a sub-Tenderer's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The tenderer is also responsible for the damages/injury/accidents caused to any public in general / vehicles in general and pay necessary compensation or settlement or whatsoever in this regard.

The Tenderer shall indemnify the Indian Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The Indian Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Tenderer .

23. Insurance

The Tenderer shall arrange to take "Tenderers all risk insurance policy including third party liability", covering the entire period of contract till virtual



completion of the contract (including extended period if any) for the entire scope of works for a risk cover not less than the contract value. The third party insurance shall be for a sum of **Rs. 3 Lakh** per accident.

The Tenderer shall effect the insurance necessary and indemnify the Indian Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Indian Bank and must be effected jointly in the name of the Tenderer and the Indian Bank and the policy lodged with the latter. The scope of insurance is to include damage or loss to the work and workman due to carelessness accident, including fire, earthquake and floods etc., damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage.

The Tenderer shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

Unless otherwise instructed the Tenderer shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and /or earthquake, flood. The insurance must be placed with a company approved by the Indian Bank, in the joint names of the Indian Bank and the Tenderer for such amount and for any further sum if called to do so by the Indian Bank, the premium of such further sum being allowed to the Tenderer as an authorized extra.

The Tenderer shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Tenderer in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Indian Bank may deem fit.

24. Accounts, Receipts & Vouchers

The Tenderer shall, upon the request of the Indian Bank furnish them, with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Tenderer shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Indian Bank shall be final and binding on the Tenderer as to the amount of materials the Tenderer is required to use for any work under this contract.

25. Measurement

All the Measurements should be taken in the presence of Bank officials/ Architects. And the measurements shall be countersigned by the Bank officials.



Signature & Seal of the Bidder

26. Payments

All bills shall be prepared by the Tenderer in the form prescribed by the Indian Bank / Architects. **Normally the interim bill shall be prepared subject to achieving the minimum bill value of Rs.15 Lakh.** The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Indian Bank/ Architect shall issue a certificate after due scrutiny of the Tenderers' bill stating the amount due to the Tenderer from the Indian Bank and the Tenderer shall be entitled to payment thereof, within the period of honoring certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an advance of 75% of the billed Amount may be paid on the request of the Tenderer for the smooth progress of the work. The amount stated in an interim certificate shall be the total value of work properly executed and 75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Indian Bank as retention money vide clause 11 of the general conditions of contract, less TDS, and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other causalities.

The Indian Bank will deduct retention money as per tender conditions. If the Indian Bank has supplied any materials or goods to the Tenderer, the cost of any such materials or goods will be, progressively deducted from the amount due to the Tenderer in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually, done and completed, and shall not preclude the Requiring of bad, unsound, and-imperfect or unskilled work to be; removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in anyway the power of the Indian Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Tenderer within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Site Engineer and payment shall be made after checking the work completely. Payment will be made 75 % against supply of materials & 25 % against erection and commissioning, less statutory deductions.

Indian Bank reserves the right to withhold in part or full payment of bills in case of



non-compliance / violation of any terms and conditions stipulated in the agreement. The tenderer shall neither suspend the work nor claim for extension of time for nonpayment /withholding of payment on this account and no interest is also payable on the payment withheld/due.

27. Final Payment

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

The contractor has to submit 2 copies of "As built drawings" of A2 or A1 size and CD duly certified by the Architect to the Bank along with final bill documents. Along with Every bill the contractor has to submit the photographs of the work executed

28. ENHANCEMENT IN RATES AND QUANTITY VARIATION

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

29. UNQUOTED ITEMS

The bidders to offer their competitive rates for each and every item listed in the Schedule of rates, the bidders who have not quoted for all the items as required in the SORs shall be liable for rejection. In case a bidder who has left certain items unquoted and if they happen to be overall lowest on evaluation, then their offers shall be considered subject to the unquoted items being taken as NIL cost. The bidder shall also give a clear undertaking to the effect that they shall execute the said items



(unquoted) free of cost. In the event the bidder refuses the above conditions and insists on additional cost for the unquoted items, then such an offers shall be rejected as invalid.

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

30. ABNORMAL RATES

The Contractor is expected to quote rate for each items after careful analysis of costs involved for the performance of the complete item consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the tenderer for any items are unusually high (or) unusually low it will be sufficient cause for rejection of the tender unless the owner is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the tenderer on demand. Not with standing anything there in stand, the rate once accepted by the owner shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.

31. Substitution

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

32. Preparation of Building Works for Occupation and Use on Completion

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

33. Clearing Site on Completion

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



The main /Principal contractor is only responsible for the cleanliness of the site/building irrespective of numbers of sub agencies deployed by them to carryout various other works in the tender.

34. Defects after Completion

The Tenderer shall make good at his own cost and to the satisfaction of the Indian Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Indian Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Tenderer and such damages, loss and expenses shall be recoverable from him by the Indian Bank or may be deducted by the Indian Bank, in lieu of such amending and making good by the Tenderer, deduct from any money due to the Tenderer a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Tenderer from the amount retained under General Rules and instruction Special Instruction Clause 17 together with any expenses the Indian Bank may have incurred in connection therewith.

35. Concealed Work

The Tenderer shall give due notice to the Indian Bank/ Architects whenever any work is to be buried in floor / earth, concrete, ceilings or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Indian Bank/ Architect be either opened up for measurement at the Tenderer's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Indian Bank/ Architects shall be accepted as correct and binding on the Tenderer.

36. Escalation

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

37. Idle Labour

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

38. Suspension



If the Tenderer except on account of any legal restraint upon the Indian Bank preventing the continuance of the work or in the opinion of the Indian Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Indian Bank shall have the power to give notice in writing to the Tenderer requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the Tenderer shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Tenderer fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Indian Bank may proceed as provided in clause 39 (Termination of Contract by Indian Bank).

39. Termination of Contract by Indian Bank

If the Tenderer being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater Para, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Tenderer in insolvency, shall repudiate the contract, or if a Receiver of the Tenderer's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Indian Bank that he is able to carry out and fulfill the contract, and if so required by the Indian Bank to give reasonable security therefore. or if the Tenderer shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Tenderer, or shall assign, charge or encumber this contract or any payments due or which may become due to the Tenderer, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Tenderer within three clear days after the notice shall have been given to the Tenderer in manner hereinafter mentioned requiring the Tenderer to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Indian Bank not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Indian Bank after three clear days notice requiring the Tenderer so to do shall have been given to the Tenderer as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Indian bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Indian Bank of the obligations and liabilities of the Tenderer the whole on which shall continue in force as fully



as if the Contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Tenderer (without thereby creating any trust in favour of the Tenderer) further the Indian Bank or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Tenderers or other persons or person to complete the works, and the Tenderer shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Tenderers or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the Indian Bank shall give notice in writing to the Tenderer to remove his surplus materials and plants and should the Tenderer fail to do so within a period of 14 days after receipt by him the Indian Bank may sell the same by Public Auction and shall give credit to the Tenderer for the amount so realized. Any expenses or losses incurred by the Indian Bank in get the works carried out by other Tenderers shall be adjusted against the amount payable to the Tenderer by way of selling his tools and plants or due on account of work carried out by the Tenderer prior to engaging other Tenderers or against the Security Deposit.

40. Arbitration

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Indian Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Indian Bank will send within thirty days of receipt of the notice, to the Tenderer a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The Tenderer shall on receipt of the names as aforesaid, select anyone of the persons name to be appointed as a sole Arbitrator and communicate his name to the Indian Bank within thirty days of receipt of the names. The Indian Bank shall there upon without any delay appoint the said person as the Sole Arbitrator. If the Tenderer fails to communicate such selection as provided above within



the period specified, the competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the, arbitration proceedings and no payment due or payable to the Tenderer shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute, in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be in Chennai only as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid. The award of the Arbitrator shall be final and binding on both the parties.

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

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

The arbitration proceedings will not preclude the right of approaching Legal forum by the parties.



SAFETY CODE AND MODEL RULES FOR PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

Safety Measures

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

The Contractor shall ensure that all their staff and workers including their sub-contractor (s) shall wear Safety Helmet and Safety Shoes. Contractor shall also ensure use of safety belt, Protective goggles, gloves etc. by the personnel as per job requirements.

Contractor shall ensure that a proper Safety Net System and shall be used at appropriate locations. The safety net shall be located not more than feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Personal Safety Equipments:

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Tenderer should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any material that is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) The Tenderer shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form.

Wherever men above the age of 18 years are employed on the work of precautions should be taken:

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

First Aid

At every work place, there shall be maintained in readily accessible place, first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

Electricity & Water

The contractor has to arrange water for the works. Alternatively, the construction water shall be provided by Bank at one point at the cost of Rs.10000/- per month. The tenderer has to make his own arrangements for electrical power to carry out the work, in view of the Power restrictions imposed by State Electricity Board. If the contractor need power, the same will be provided at one / two points on chargeable basis by having separate energy meters at Rs.10/- per Unit.

Before starting the work the contractor has to submit the Scaffolding drawings and it is to be approved by the Architect/Client.

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

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



ARTICLES OF AGREEMENT

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

AND M/s. having its office at

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

WHEREAS the Employer has caused drawings and tender documents for "**Terrace waterproofing of Indian Bank Head Office Main Building, 66 Rajaji Salai, Chennai 600001**".

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

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

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

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

AND whereas the Employer has accepted the Contractor's tender as aforesaid and whereas the tender submitted by the contractor has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. (Rupees) hereinafter referred to as the said "Contract Agreement".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete the Repairs & Renovation Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.
- 2) **Contract Price, Taxes and Payment Terms :**
Total contract price is Rs. which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is exclusive of all taxes (GST) in respect of this contract.
Interim payment will be made as per the site measurements on Item Rate basis.



3) **Completion Period:**

Time is the essence of the Contract. The work is to be completed in all respects within **30 days** time reckoned from 7th day from the date of issue of the Work Order or handing over of site whichever is earlier. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Earnest Money:**

The Contractor has deposited an amount of **Rs.55,000/- (Rs. Fifty Five Thousand only)** as earnest money.

5) **Inspection of Site:**

The Contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

6) **Supply of Material and Labour:**

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

7) **Defective Work / Materials:**

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

8) **Inspection of Work:**

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

9) **Supervision:**

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

10) **Compliance with Statutory Regulations & Work Rules:**

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job.



11) **Determination of Contract:**

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

12) **Force Majeure:**

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

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

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

13) **Arbitration:**

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

The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointed one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator”.

14) **Performance Guarantee :**

The contractor has to furnish 5% of total bill value as 'Performance Guarantee' for 10 years and 20% of this 5% PG will be released at every 2 years period for next 10 years. The retained amount will be interest free.

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

Witness Address

Employer

Witness Address

Contractor



List of Materials of Approved Brand And/ Or Manufacture

Civil & Carpentry:

1	Cement	1. Ultra Tech 2. Coromandel 3. ACC 4. Dalmia or approved equivalent.
2	Steel	1. Sail 2. Tisco or approved equivalent.
3	Waterproofing	Dr. Fixit (Pidilite), Asian Paints, BASF, Sika, Fosroc.

Note –

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

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place: