****

**INDIAN BANK**

**ZONAL OFFICE, CUTTACK**

**TENDER DOCUMENT**

**FOR**

**INTERIOR WORKS OF SAGAR BRANCH**

**(FURNISHING WORKS)**

**ARCHITECT**

**TECHNO ARCH**

**Plot No - 71/7, Jadupur, Near Ranasinghpur Mo Bus stop, Bhubaneswar 751019**

Ph.0674-2551479, Mobile. 9437189632

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**NOTICE INVITING TENDER**

Sealed item rate tenders in duplicate are invited on behalf of the Zonal Manager, Zonal office, CUTTACK from the **Contractors Empanelled** with the Indian Bank / erstwhile Allahabad Bank for the work of **INTERIOR DECORATION/ FURNISHING, WORK OF INDIAN BANK, SAGAR BRANCH.**

**01.** Issue of tender documents : **16.12.2024 to 06.01.2025 (10 am to 02 pm)**

|  |  |  |  |
| --- | --- | --- | --- |
| **02.** | Last date of receipt of tender document | **:** | **06.01.2025 up to 3.00 PM** |
| **03.** | Date & Time of opening | **:** | **07.10.2025 at 11.00 AM** |
| **04.** | Place of submission of bids | **:** | **INDIAN BANK, Zonal office, Cuttack.** |
| **05.** | Date of commencement | **:** | **7 days from issue of work order.** |
| **06.** | Date of completion of work | **:** | **30 days from issue of work order.** |
| **07.** | Period for settlement of final bill | **:** | **15 days from date of issue of completion certificate by the Architect.** |
| **08.** | Retention percentage | **:** | **10 % (ten percent) from final bill.** |
| **09.** | Earnest money deposit | **:** | **Rs. 4,400/- (Rupees Four Thousand Four Hundred only)** |
|  |  |  |  |
| **10.** | Release of retention money/ earnest money | **:** | **The Earnest money deposited shall not carry any interest and will be refunded to unsuccessful tenderers after allocation of work order.**  **The Earnest money of successful tenderer will be released after completion of work and certification of final bill.** |
|  |  |  |  |
| **11.** | Liquidated damages for non completion of work within the date of completion | **:** | **Rs. 10,000/- ( Rupees Ten Thousand only) for every week if the work remains unfinished after the date of completion or the date extended subject to maximum of 10% of the value of work.** |
| **12.** | Defect liability period | **:** | **12 months from the date of completion certificate issued by the Bank Architect.** |

**13**. Cost of tender document **: NIL**

**14.** Interested bidder may obtain further information from ZO Cuttack at PLOT NO C/9, CDA-6, PO- MARKAT NAGAR, CUTTACK-753014 and from office of the consultant/Bank architect. Tender document can be downloaded free of cost from Bank’s website, [www.indianbank.in](http://www.indianbank.in)

**15.** Bank reserves the right to reject wholly or part of any or all tenders received without Assigning any reason whatsoever, Also Bank reserves the right to split the work and place the order to more than one party.

**16.** ANY FREAK RATE OF INDIVIDUAL ITEM ON HIGHER SIDE IS LIABLE FOR NEGOTIATION.

**17.** Work specifications are given in the attachment.

**18.** The Tender documents can also be obtained from consultant M/s Techno Arch. Plot no 71/7, Bhubaneswar-751019**.**

**ZONAL MANAGER**

**INDIAN BANK,**

**ZONAL OFFICE,**

**CUTTACK**

**SUBMISSION OF TENDER**

The tenders are to be submitted in separate envelopes each sealed and clearly identified as to envelope number and contents as indicated below. All the envelops shall be contained in a large envelope **“Tender for Civil & Interior Furnishing work of INDIAN BANK for SAGAR BRANCH** and are to be submitted at **Zonal office of Indian Bank, Cuttack.** Each tenderer will be issued two set of tender documents with schedule of quantities (two set). Tenderer will have to return all the documents and drawing issued to them while submission of their tender duly stamped and signed in each page as per instruction.

Tenders are invited from the empanelled Contractors of **Indian Bank** having current IT clearance, GSTIN. The tender will be rejected if all the documents mentioned below are absent.

***ENVELOPE MARKED NO.1.***

Envelope marked No.1 shall contain the following documents.

1) Forwarding letter without mentioning the cost of Tender value arrived at with quoted rates.

2) Earnest money deposit furnished in the form of Crossed Demand Draft/ Banker's Cheque drawn in favor of **Indian Bank** and payable at CUTTACK for the amount indicated in the Notice of Invitation to Tender.

***ENVELOPE MARKED NO.2***

Envelope marked No.2 shall contain the priced Tender Volume in duplicate - Marked ‘ORIGINAL“& ‘DUPLICATE”, on the body of the tender paper issued in which case the tender may be liable for rejection.

***ENVELOPE MARKED NO.3***

Envelope marked No.1 & 2 shall be put in large envelope of adequate size marked No.3 which shall be properly sealed. This envelope which shall be endorsed on the outside face “**Tender document for Civil & Interior Furnishing work of INDIAN BANK for SAGAR BRANCH.**

**GENERAL INSTRUCTIONS TO TENDERERS**

1)The term “Employers” or “Bank “shall mean “INDIAN Bank”, or it authorized representatives at The Zonal Office, CUTTACK.

2) The term “Architect(s)” shall mean “M/s. Techno Arch. who are the Architect Consultant to the Employer for this project & having office at Plot No. 71/7, Jadupur, Near Dumuduma Mo Bus stand, Bhubaneswar or its authorized representatives.

4) The “Works" shall mean the **Civil & Interior Furnishing works** for **INDIAN BANK, SAGAR BRANCH.**

5) The Contractor should quote the rates in figures and words. Any corrections or Over-writing should not be initialed by the Contractor.

6) The Contractor should submit the tenders with seal, signature and date on each Page.

7) Tender should be submitted in sealed covers with all requisite documents as desired with the top of the envelope super scribed as “SEALED TENDER for Total Civil & Interior Furnishing works For **INDIAN BANK SAGAR BRANCH.**

8) The Contractors should submit the cost of the main items as per tender specifications. Further modification after awarding of the contract shall be not allowed unless there is specific instruction by the Bank/Architect to change specifications.

9) The contract is time-bound and the works are to be completed within the time limit specified in the notice inviting tenders. This is a working section and the contractor has to work with no or minimum obstruction to its regular services.

**10) Additional Performance Security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 15%. In such an event, the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount & 85 % of the estimated cost. (Additional Performance Security = 85 % of the Estimated Cost – Bid Amount)**

**11) Additional Performance Security shall be deposited by the successful bidder when the bid amount is front loaded i.e. if the quoted value is 10 % higher than the estimated rates, the bid shall be evaluated as unbalanced bid and additional performance security of 10% shall be retained on the amount of quoted value.**

12) The additional performance security as per clause 10 & 11 shall be furnished by the bidder before execution of the work in shape of Demand Draft or Fixed Deposit Receipt at any nationalized bank pledged in favor of INDIAN Bank, CUTTACK which will be over and above the performance security.

13) The Contractor shall be penalized if the work is not completed within the scheduled time, the Bank will be entitled to charge liquidated damages @ Rs. 10,000/- ( Rupees Ten Thousand only) for every week if the work remains unfinished after the date of completion or the date extended subject to maximum of 10% of the value of work.

11 ) The decision of Indian Bank Zonal Office Cuttack is final and binding.

**TERMS & CONDITIONS**

1) Unless otherwise mentioned, all works are with no allowance for Lapse waste. Unless otherwise described or measured separately, price for all the items shall include all necessary straight & curved edges.

2) Any damage to the work before the site is handed over, is to be replaced or made good at the expense of the contractor to the entire satisfaction of the Bank.

3) Tax as applicable shall be deducted at source as per the Income Tax Act/Rules

4) The quantities indicated are subject to change. The payment of the bill shall be made as per the actual measurement as certified by the architect but not exceeding the total value quoted in the tender form.

5) The Architect or any officer of the Employers will be free to inspect the work at the site during the period of execution. Any suggestion of change or modification to improve the quality of work will be carried out subject to prior approval of the competent authority of the employers and that of the Architect

6) In case of failure to take up the work even after accepting the work order, or leaving the work incomplete, or for defective work not rectified, or violation of the terms and conditions, the earnest money deposit will be fortified.

7) For any item of work not covered or any unforeseen items of work, payment will be made according to the rates approved for similar nature of work, the costing done by the Architect, as per current PWD schedule of rates, or as per analysis of material cost, labor rate and profit to the Contractor at 10%. The Contractor must obtain prior approval in writing before undertaking such additional works.

8) The tenderers shall sign each & every page of the tender documents including the drawings attached here to.

9) The amount is to be quoted in **figures as well as in words.** In case the rates quoted in words and in figures are in variance, the amount written in words shall be taken as final.

10) The Contractor shall make their own arrangement at their own cost for storing materials, plants, tools etc. The employers will not be liable for security of the Contractor’s materials.

11) No tools or plants will be issued by the bank.

12) The Bank is not bound to accept the lowest tender & reserves the right to accept or reject any or all tender without assigning any reason whatsoever and the said decision shall be final and binding upon the tenderer.

13) In case of breach of contract by the Contractor for slow progress of works or any other claim of damage, the Employer may have the power to rescind the contract without furnishing further reasons thereof.

14) The Architect shall have the power to ask the contractor to furnish the sample/ color / test certificate from any Govt. /Authorized agent for any materials used/ to be used in the Works, the expenditure of which is to be borne by the Contractor.

15) The Employer shall be not be liable for any damages or compensation payable as a consequence of any accident or injury to any workman or other persons in the employment of the Contractor or any sub-contractor.

16) On completion of the Works, all rubbish, debris, materials, tools, Laborers, etc. to be removed by the contractor from the site and the contractor will hand over the site clean & clear & in usable condition within 3 days of completion of the works. Failing this, the employer may dispose of the materials at the cost of the contractor.

17) In case of any dispute, the matter will be referred to the, INDIAN Bank, ZONAL Office, CUTTACK.

18) The Contractor shall not submit any work bill until he completes the Project completely, as certified by the Architect Consultant.

19) The rates quoted in the tender shall exclude GST & including other taxes, no escalation of rates will be allowed under any circumstances.

20) The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.

21) **The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act which ever higher.**The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer’s Liability Act 1938,Workman’s Compensation Act 1923,the Maternity Benefit Act 1961,the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition)Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and Page | 8 rules made thereunder 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.

22) The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.

23) Any work got executed in poor workmanship as pointed out by the Bank’ Official will have to be dismantled and redone by the Contractor on his own cost.

**SPECIAL TERMS AND CONDITIONS**

1. Completion Period : 30 Days

2. Date of Commencement : 7 days from the date of issue of the work order or the date on which the contractor is instructed to take possession of the site, or the date of your acceptance of the work- order, whichever is later.

3. Defect Liability Period : One year after actual completion of work.

4. Total security deposit (TSD): 10 % of the executed value of the work

5. Limit of variation : 100% without any change in price if work is done within six months of the contract and with prior consent of Architect / Consultant.

6. Additional items : For items where unit rates are not available, contractor shall provide proper cost break-up and proceed only after approval/consent. Any sample to be made for approval shall be at the Contractor’s cost.

7. Validity of tender : Three month after the opening of the tender.

8. Rules/ Regulations : The contractors shall have their responsibility of complying with the local shops/establishments Act and other labor/ minimum wages Act and shall keep all such records/ accounts on payment of wages / attendance as deemed necessary.

9. Arbitration : As per the standard arbitration clause under the jurisdiction of Odisha.

10. Organization : The contractor shall employ competent / qualified supervisor/Engineer-in-charge who shall be responsible for the day to day work and coordinate as necessary with the Architect’s supervisor. Any workman found guilty of misconduct/theft shall be removed from the site.

11. Damage to property : Any damage to the Bank’s property during the work period will be recovered from the contractor.

12. Deduction :Income tax, GST TDS as per Act.

13. Terms of payment : Payment after completion of Project

14. Billing Procedure : All measurements shall be recorded in Duplicate on standard measurement sheets Prepared jointly by the Architect’s Site Engineer &the Contractor’s Representatives duly signed by them. All Bills shall be submitted along with this Checked measurement sheets.

15. Time schedule of work : The Contractor must submit before the Commencement of work, a Bar chart showing the date of commencement &the date of completion of each item of Work as mentioned in the Schedule of Quantities.

16) Release of TSD : 100% after the Defect liability period. Retention money will not bear any interest.

17. General : The rates should be quoted considering necessary Scaffolding & staging work, Removal of debris as & when necessary, In view of restriction of Local concern Authority.

**ARTICLES OF AGREEMENT**

(On stamp paper of Rs.100/-)

**THIS AGREEMENT** is made on this .......................day of …………. Month of 2024 BETWEEN Indian Bank having its “Zonal Office Cuttack” at 2nd & 03rd floor,Plot no C/9, Sector-6,PO- Markat Nagar,Cuttack-753014 (herein after referred to as the “Employer” which expression shall include its successors, 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 successors, legal Heirs and assignees of the second part.(which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer has caused drawings and tender documents for Interior,furnishing Works in their **SAGAR BRANCH** and specifications and the bill of quantities prepared by their Architects/Consultants which have been signed or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions and in the Bill of Quantities and conditions of contract (all of which are collectively hereinafter referred to as “The said terms & conditions”, the works, shown upon the said drawings and/or described” in the said specifications and included in the said bill of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as the said “contract value”).

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions; the contractor shall upon and subject to the said terms & conditions execute and complete the works shown on the said drawings, and described in the specifications and/or bill of quantities.
2. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
3. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. The contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contain in the bill of quantities or as provided in the said contract documents.
5. The contract shall afford every reasonable facility for the carrying out of all works relating to the work in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from date of Letter of Acceptance and to complete the entire work within 12 weeks subject nevertheless to the provision for extension of time.
8. All payments by the Employer under this contract will be made only at CUTTACK
9. All disputes arising out of or in any connected with this agreement shall be deemed to have arisen at CUTTACK and only court in CUTTACK shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Architect / Engineer.

IN WITNESS WHEREOF THE Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal of to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (If the Contractor is a company).

Signature Clause

SIGNED AND DELIVERED by the Indian Bank by the hand of

Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Designation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in

the presence of

(1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

SIGNED AND DELIVERED BY If the party is a partnership firm of an

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

THE COMMON SEAL OF \_\_\_\_\_\_\_\_\_\_

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Directors who have signed these presence in token thereof in the presence of

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. individual should be signed by all or on behalf of all partners.

If the contractor signs under its common seal the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED by the contractor by the hand of Shri

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And duly constituted attorney

**INDIAN BANK TECHNICAL SPECIFICATION OF MATERIAL TO BE USED**

|  |  |  |  |
| --- | --- | --- | --- |
| **SR**  **NO.** | **MATERIAL** | | **APPROVED MANUFACTURER/ SUB-**  **CONTRACTOR / BRAND** |
| **B. PLYWOOD / BLOCK BOARD / PARTCLE BOARD/ DOOR / ASBESTOSE BOARD** | | | |
|  | | | |
| 1 | Confirming specification as per IS: 710 | | GREEN / UNIPLY/ DURO/ KITPLY |
| 2 | Marine Ply / BWP  Confirming specification as per IS: 710 | | GREEN / UNIPLY / DURO/ KITPLY |
| 3 | Flush Door  Confirming specification as  per IS code 2202 | | VISAKHA / BIGAN / EVEREST |
| 4 | MDF Board as per IS: 14587 | | GREEN / URO / DURATUFF |
| 5 | Soft Board | | JOLLY BOARDS or approved equivalent make |
| **C. DECORATIVE VENEERS/ LAMINATES** | | | |
| 1 | Veneers | | MAYUR/ TIMEX / GREEN |
| 2. | Laminate | | MERINO/ FARMICA / GREEN LAM / LEVIN |
| **D. GLASS** | | | |
| 1 | Glass | | MODI GUARD /SAINT GOBAIN /ASAHI |
| 3 | Tempering or toughening of glass | | MODI GUARD / SAINT GOBAIN |
| 4 | Glass film for tint/safety/frosting | | 3M or approved equivalent make |
| **E. ADHESIVES PRESERVATIVES** | | | |
| 1 | Adhesive | | FEVICOL / VAMICOL / ARALDITE / 3M |
| 2 | Preservative | | TERMISEAL, BISON, SOLIGNUM / WOOD GUARD |
| **F. PAINTS & POLISHES** | | | |
| 1 | Interior Paints (a) Lustre Paints (b) Plastic paint (c) Acrilic Paint | | ASIAN / NEROLAC / BERGER |
| 2 | Exterior paints (a) Acrilic paints (b) Cement Paints | | (a) ASIAN / NEROLAC / WEATHER SHIELD  (b) ASIAN / SNOCEM / NITCO |
| 5 | Melamine | | ASIAN / SOLVOSOL / MRF |
| **G. FALSE CEILING** | | | |
| 1 | Gypsum ceiling | | INDIA GYPSUM or approved equivalent make |
| 2 | Acoustical (a)  Gypsum (b)  Fibrous (c) Metal | | (a) AMSTRONG / USG / DIKEN or approved equivalent make.  (b) AMSTRONG / NITTOBO / AMF / USG/ DIKEN or approved equivalent make.  (c) AMSTRONG / HUNTER – DOUGLAS / DIKEN or approved equivalent make. |
| **H. HARDWARES** | | | |
| 1 | Screws | | GKW/ NETTLEFOLD or approved equivalent |
| 2 | Locks for Cabinets | | GODREJ-VIJAYAN / DOORSET / APEX |
| 3 | Floor spring / Door closer | | DORMA/ HEMCO/ HAFELE/ OZONE |
| 4 | Handles & mortise locks | | NEKKI – KICH / HAFELE / DORMA / GODREJ |
| 5 | Hinges (Brass / SS finish) | | HAFFELE / BLUM / GRASS / MEPLA / VISION  / CIEF / YALE |
| 7 | Key holes, door stopper /  holder | | Matching with Handles |
| 8 | Sliding drawer Channel | | HAFELLE / EBCO / SOLO |
| **I. ACP & ALUMINIMUM SECTION** | | | |
| 1 | ALUMINIMUM SECTION | OEL/ JINDAL | |
| 2 | ACP | MAPL / ALSTRONG | |

**FORM OF TENDER**

........................................................

........................................................

.........................................................

Dear Sirs

Ref:...........................................................

............................................................

............................................................

1. I/We refer to the tender notice issued by your Consultant M/s.Techno Arch, Plot No.71/7, Jadupur, Near Dumuduma Mo Bus stand, Bhubaneswar on your behalf for the ................................................................................in connection with the above.
2. I/We do hereby offer to perform provide execute complete and maintain the works in conformity Bill of Quantities for the sum of RS......................................(Rupees...............................................................) only at the respective rates quoted in the bill of quantities.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions subject to above, I/We do hereby agree should this tender be accepted in whole of part off:
4. Abide by and fulfill all the terms and provisions of the said conditions annexed hereto:
5. Complete the works within 30 days stipulated in two or three shifts if considered necessary by the Consultants at no extra cost to the Owner.
6. I/We have deposited the earnest money of RS..............................................................which we note will not bear any interest and is liable to forfeiture,

i) If the offer is withdrawn within the validity period of acceptance.

o r,

ii) If the contract is not executed with 7 days from award of contract.

or,

iii) The acceptance of this tender shall constitute a binding of contract and any failure as mentioned in Clause.4 shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them from us.

5. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof shall constitute as a binding contract.

6. I/We understand that you are not bound to accept the lowest any tender received.

7. I/We have independently considered the amount of liquidated damages in the Appendix to the General conditions of the Contract and agree that it represents fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.

8. Our Bankers are:-

I) The names of Partners/Directors of the firm Authorized to sign

Yours faithfully,

Name of person having power of

Attorney to sign the contract.

(Certified true copy of the

Power of attorney should be

attached.)

Signature of

the Contractor