



REQUEST FOR PROPOSAL FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF VRF/VRV AIR CONDITIONING SYSTEM ALONG WITH
ASSOCIATED ACCESSORIES

AT

INDIAN BANK CORPORATE BRANCH, 2ND FLOOR, KHIVIRAJ
COMPLEX I, NO. 480, ANNA SALAI, CHENNAI-600035

Signature, Stamp and Name of the Bidder

NOTICE FOR INVITING TENDER

Item Description	Supply, Installation, Testing and Commissioning of 25HP VRF/VRV AC System along with associated accessories at Indian Bank Corporate Branch, 2nd floor KHIVIRAJ Complex I, No. 480, Anna Salai, Chennai-600035
Estimated cost of project	Rs. 15 Lakh (approx)
Availability of Tender	Tender may be down loaded from the bank's web site http://www.indianbank.in/tender.php form 26. 04. 2019
Pre-Bid Meeting Place	Indian Bank, Corporate Office, Premises, Estate & Expenditure Dept., 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014
Last date & time of submission of Tender :	07. 05. 2019 upto 3:00 p.m
Place of Submission of Bids	Indian Bank, Corporate Office, Premises, Estate & Expenditure Dept., 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014
Submission of Bids	The bid should be sealed and duly superscribed with "SITC of VRF/VRV AC units" & Due Date and to be submitted to the concerned department/section mentioned in tender document.
Opening Date & Time of tender	07. 05. 2019 at 3:30 p.m
Earnest Money Deposit	Rs. 25,000/- by demand draft in favour of Indian Bank, Payable at Chennai
Place of Opening Tender	Indian Bank, Corporate Office, Premises, Estate & Expenditure Dept., 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014
Execution time	45 days
Any Clarification	Name : Assistant General Manager (P&E) Dept : Premises, Estate & Expenditure Email : hoestate@indianbank.co.in Contact No. : 044-2813 4501, 4401
Contact Person	Mr. Ashok Kumar Senior Manager (Mech. Engr.) 044- 2813 4501 Email: hoestate@indianbank.co.in

TENDER - GENERAL CONDITIONS

PREPARATION AND SUBMISSION OF BID:

1. The Bid should be dropped in the tender box kept in the office of concerned Department /Section mentioned in the tender. No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be a holiday the bid will be accepted and opened on the next working day.
2. The bid can be submitted in person or through post/ courier (Bank shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification / rejection of any bid) so as to reach on or before the due date and time.
3. The rates should be quoted in whole rupees and must be expressed in figures and in words.
4. The rates should be written clearly and legibly without any erasure or overwritings. If any corrections are made, it should be authenticated with the full signature of authorized person signing the tender.
5. The tenderers are advised to satisfy themselves that the rates tendered by them are for the items for which tenders have been invited.
6. The contractor shall inspect the site before quoting the rate for the work.
7. No representation towards revision of rates once accepted will be considered.
8. The tenderers are responsible to furnish all the required particulars along with the tender. No correspondence will be made on this account from this office.
9. The technical officer of this Bank may suggest changes to any item of work and the contractor shall carryout such modifications without any extra cost.
10. No advance payment will be made towards cost of materials or for any purpose.
11. Each bidder should remit a sum of Rs.25,000/-(Rupees Twenty five thousand only) towards Earnest Money Deposit by means of a Demand Draft drawn in favour of Indian Bank, payable at Chennai. Earnest Money Deposit remitted in any other form will not be accepted and such tenders will be rejected without further notice. Tenders received without Earnest Money Deposit or found to be defective in any other respect will be rejected and Earnest Money Deposit refunded to unsuccessful tenderers in due course.
12. The Earnest Money Deposit (EMD) received from the successful tenderer will be retained till the contract period is over. Upon successful completion, the same will be refund within 30 days of settlement of final bill. EMD of unsuccessful tenderers will be refunded within 15 days of award of work to the successful tenderer.
13. The tenderers should enter into an agreement, within 10 days of receipt of the order of acceptance of their rates in a stamped paper to a value of Rs.20/-.

14. The agreement should be in the prescribed form which will be supplied by Indian Bank.
15. The tenderers should clearly understand that no variation of the terms and conditions contained herein will be made under any circumstances and that the tender is an admission that they have read and understood the terms and conditions contained therein and the tender is expressly made subject to the same.
16. The work should be completed within the time stipulated and failure on the part of the contractor to commence the work or stops in the middle or using materials which do not confirm to approved standards or which is found defective in any other way or breach of any of the conditions stipulated will entail enforcement of one or more of the following conditions.
 - a. Cancellation of order in part or whole
 - b. Forfeiture of Earnest Money Deposit in whole or to the extent necessary
 - c. Recovery of losses incurred if any.
 - d. Recovery of extra cost if any incurred in getting the work done through other sources, by adjustment from the money due to the defaulter.
 - e. Extra cost over and above the amount due if any will be recovered from the tenderer as arrears of revenue.
17. Bank reserves the right of rejecting any or all of tenders without assigning any reasons.
18. Tenders submitted in the form other than the one supplied by Bank and without the payment of the prescribed fee will be rejected.
19. Failure to furnish the required Earnest Money Deposit will entail disqualification and such tenders will be rejected.
20. Applicable TDS will be deducted from the contractor's bills at the time of payment.

WARRANTEE

The tenderer should give two years comprehensive warrantee period from the date of completion of the work. During the Guarantee period, the tenderer should attend the fault at this own cost and risk. Guarantee period would cover comprehensive maintenance of supplied AC units.

PAYMENT OF COSTS

The payments terms for the purchase of listed items & Accessories.

- a. 75% of the total cost of the AC units will be paid after supply.
- b. 20% of the total cost of work will be paid after installation, testing & commissioning of the AC system.
- c. The balance 5% will be retained towards retention money during the guarantee period (as performance guarantee) and will be paid after the successful completion of the guarantee period. Tenderers quoting commercial terms other than those indicated will be liable for rejection.

Annual Maintenance Contract

The post guarantee annual maintenance charges (AMC) are applicable after completion of the guarantee period of 2 years.

The AMC is payable on half yearly basis, after completion of each service period of six months. The Successful Tenderer should agree to provide comprehensive maintenance of the listed items, which shall include preventive and corrective maintenance at the location.

The successful tenderer should execute an AMC Contract. The maintenance also include replacement of all defective parts. The equipment which is down should be restored to good working condition within 48 hours. Otherwise the successful tenderer shall be liable for a penalty of 1% per week of the breakdown period on the total price of the item under AMC contract. The purchaser reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of the contract.

Only those agreeing with the above conditions may offer their tenders.

Completion period:

The work is to be completed in all respects within 45 days from the date of work order or handing over site, whichever is later. However, at the option of the Employer, delayed completion may be accepted subject to levy of liquidated damages @ 1% of the final contract value per week of delay or part thereof, subject to a maximum of 10.0% of the final contract value.

Indemnity clause:

The firm shall indemnify the Bank against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by The firm in execution or in connection with the work of this contract and against any loss or damage to the Bank in consequence to any action or suit being brought against the firm for anything done or committed to be done in the execution of this contract. The firm will abide by the job, safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the firm's negligence. The firm will pay all indemnities arising from such incidents, without any extra cost to Bank and will not hold the Bank responsible or obligated. The Bank may at its discretion and entirely at the cost of the contractor/vendor defend such suit, either jointly with the firm or singularly in case the later chooses not to defend the case.

Insurance:

Contractor shall have to arrange insurance cover for the workers / personnel engaged by him/ other parties engaged for the job (3rd party insurance)/occupants of the building and the same shall be submitted to Bank before commencing the work.

Delay and extension of time:

If in the opinion of the Employer the works be delayed (a) by Force Majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring Employers or Public Authorities

arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of the Employer's instructions or (f) by reason of civil commotion, local combinations of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from causes which the Employer may consider as beyond the control of the Contractor or (i) in the event the overall scope of work is increased due to changes in drawings and specifications leading to an increase in cost of more than 30% of the original Contract Amount. Extension of time will be granted for a reasonable period on receipt of a written request from the contractor with all supporting documents.

If the Contractor fails to complete any or all the works within any extended time then the Contractor shall pay or allow the Employer the sum to be worked out at 1.0% of final 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.

Force Majeure:

Force Majeure such as act of God, earthquake, flood or similar natural calamities, serious loss or damage by fire or lightning will be accepted on adequate proof thereof. The jurisdiction will be Chennai only.

Legal & Arbitration:

In the event of any dispute over this contract, Bank's decision shall be final and binding on the contractor. The dispute if any on the interpretation of contract can be resolved mutually through discussion/negotiation within 30 days of dispute or question being raised, failing which the same shall be settled through arbitration in accordance with provision of Indian Arbitration and conciliation act 1996. The place of Arbitration will be Chennai and both parties will select a single Arbitrator for resolving the issue.

Assistant General Manager (P&E)

List of Materials of Approved Brand And/ Or Manufacture

S.No.	Material Description	Make/Brand/Manufacturer
1	VRF / VRV Systems	Mitsubishi / Hitachi / Trane / Toshiba / Daikin/O'General
2	Indoors cassette type units	Mitsubishi / Hitachi / Trane / Toshiba / Daikin/O'General
3	Vibration pads	Resistroflex /Dunlop
4	Vibration isolation	Dunlop / Cushy Foot /Resistroflex
5	Refrigerant Pipes	Mandev / Parasmani /Jugal/ Mueller brass/ Otokompu/ Shree Shyam / Mehta Tubes/ Totaline
6	Nitrile Rubber insulation	Hylam / Superlon / Armaflex /Trocellen
7	Power Cables	Universal / Nicco / Gloster / Torrent / Primecab / Polycab / Lapp India/ Finolex/RR cable
8	Control Cables	Polycab / Finolex / Torrent / RR Kabel / LAPP
9	UPVC for drain piping	Wavin/Surya/Polypack/Prakash

Note –

- 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.
- Preference of makes, supply of items should be consulted with client before effecting of supply.

Signature, Stamp and Name of the Contractor

Technical Specifications:

Design, Supply, installation, testing and commissioning of new 25 HP cooling capacity energy efficient air cooled VRV / VRF Air-conditioning plant with suitable rated cassette type indoor as per BOQ including refrigerant piping with insulation etc.

Supply, installation, testing and commissioning of factory built Air cooled Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) system with INVERTOR COMPRESSOR (VRV). The outdoor unit shall be designed to work on Variable refrigerant circulation depending on actual load sensing. The unit shall be consisting with inverter compressors whose capacity is variable in each outdoor model. The variable capacity compressor shall be of inverter control as per manufacturer design to meet the total capacity. The condenser coil and condenser fans shall be sized to work even at 52°C ambient without tripping. The condenser fins shall be coated with anti-corrosive material for long life. The unit shall be of oil arrester to prevent oil migration. Suction accumulator and liquid receiver shall be provided to balance variable refrigerant circulation. The unit shall also meet CPCB (Central Pollution Control Board) norms on noise and air pollution levels as per applicable standards. The system shall operate with only two pipes i.e., suction and liquid line that can be connected to multiple indoor units. The necessary microprocessor based control system shall maintain the communication between indoor and outdoor units to operate the compressor in most efficient way and to keep the equal running time for constant speed compressors. The unit shall work with R-410A / R – 407C refrigerant gas 415 V 3 phase 50Hz AC supply.

OUT DOOR UNITS & INDOOR UNITS:

Outdoor unit (ODU) capacity shall be of 25 HP cooling capacity may be in combination of more than 1 unit and suitable electrical & refrigerant interconnection with necessary control cable & refrigerant suction/liquid line tapping, initial charge of Refrigerant R 410A / R – 407C etc., all complete and ready for use., as required. The outdoor units shall be modular type equipped with highly efficient optimized scroll compressors having inverter technology, heat exchanger, dc inverter fan motor low noise hot gas by pass arrangement in order to prevent the flow of liquid gas in to the compressor, oil separator at the discharge side of the compressor, oil pump at the bottom of the compressor motor in order to keep the motor at low temperature even during part load condition. Outdoor shall be provided with necessary electrical control panel, fault detection system refrigerant of R410A / R – 407C etc., all complete as required.

The indoor units shall be of cassette mounted type of suitable rated as specified in the BOQ and inter connected using necessary copper refrigerant line & required accessories.

If any modifications / alteration to mount AC units shall be carried out by Air-conditioner vendors as required

The scope of work shall be read in accordance with detailed specifications and drawing enclosed as specified in the work for completion of work. The layout plan of area to be air-conditioned is enclosed. Selected contractor shall prepare layout drawing with the location of indoor and outdoor VRF/VRV installation, routing of copper pipes, drain pipe and electrical cablings etc, which should superimpose on the furnishing layout drawing of the site. The contractor / vendor shall visit the site and discuss with the Engineer-in-charge for any other details that he may need before submitting the offer. The final Provisional General Arrangement drawings prepared by the contractor/vendor, showing the area to be air-conditioned & space need for installation of new equipment shall be submitted to Bank's Engineer-in-charge of the site for final GFC approval before carrying the work.

Price Bid

S.No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Supply, Installation, testing and Commissioning of 25 HP capacity outdoor units, air cooled VRF / VRV system working in R-410A / R -407C or equivalent refrigerant. The system shall be suitable to operate on 3 phase, 380-415 V, 50Hz AC power supply & shall comprises with multiple no's of inverter, digital scroll compressors, air cooled condenser fan with motor, microprocessor control panel, starter controls for all scroll compressors and condenser fan motors along with internal control and power wiring, cooling coil with internally interconnected refrigerant pipes for interconnecting various capacity modules (to make unit of 25 HP), charging port and all other required accessories, & hardware's. All complete shall be enclosed in an enclosure. The entire unit shall be with weather resistant powder coating paint for withstanding all ambient conditions for continuous outdoor operation.	Set	1		
2	Supply, Installation, testing and Commissioning of following air cooled type four directional air flow DX Cassette type Indoor Air Conditioning Units of following capacity suitable for mounting inside false ceiling, each comprising of cooling coil, blower with multi speed motor, electronic expansion valve, supply & return air grilles, filter, insulated connection of refrigerant circuit, provision for fresh air intake ducting, condensate water drain pump with electronic level sensor, including wireless remote controller etc. All the indoor units shall be compatible to work with VRV / VRF type condensing unit.				
2.1	1.5 TR ($\pm 5\%$) ceiling suspended unit having 4 way / rounded uniform air flow with Cordless Remote controller as required.	Nos	2		
2.2	2.0 TR ($\pm 5\%$) ceiling suspended unit having 4 way / rounded uniform air flow with Cordless Remote controller as required.	Nos	1		
2.3	1.3 TR ($\pm 5\%$) ceiling suspended unit having 4 way / rounded uniform air flow with Cordless Remote controller as required.	Nos	3		
2.4	3.3 TR ($\pm 5\%$) ceiling suspended unit having 4 way / rounded uniform air flow with Cordless Remote controller as required.	Nos	5		
3	Supply & Installation of communication cabling of 4 core x 1.5 Sq.mm multi strand screened shielded copper control cabling to have interface between controller to individual unit covered. (The size & make of the cable will be acceptable as per the OEM recommendations)	Meter	Rate Only		
4	Supply & Installation of refrigerant copper piping insulated with 19 mm / 13 mm thick Nitrile rubber of following sizes between				

S.No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
	<p>outdoor unit to indoor units as per the specifications. The refrigerant pipe shall be hard drawn / soft drawn copper pipe as per manufacture recommendations. The quantity of these items of work shall be measured as per actuals requirements of site conditions.</p> <p>The size of refrigerant pipes shown below are tentative. The required size of pipe shall be designed by the vendor as per the manufacturer's recommendations.</p>				
4.1	34.9 mm OD (insulation 19 mm thick)	Meter	Rate Only		
4.2	28.6 mm OD (insulation 19 mm thick)	Meter	Rate Only		
4.3	22.2 mm OD (insulation 13 mm Thick)	Meter	Rate Only		
4.4	19.1 mm OD (insulation 13 mm Thick)	Meter	Rate Only		
4.5	15.9 mm OD (insulation 13 mm Thick)	Meter	Rate Only		
4.6	12.7 mm OD (insulation 13 mm Thick)	Meter	Rate Only		
4.7	9.5 mm OD (insulation 13 mm Thick)	Meter	Rate Only		
4.8	6.35 mm OD (insulation 13 mm Thick)	Meter	Rate Only		
5	Supply & Installation of following sizes PVC drain water / fresh air arrangement pipe including bends, collars & elbow etc, all complete and duly insulated with 9 mm thick tubular insulation of closed cell elastomeric nitrile rubber as required				
5.1	32 mm Ø PVC	Meter	Rate Only		
5.2	50 mm Ø PVC	Meter	Rate Only		
6	<p>Comprehensive maintenance contract for 25 HP VRV /VRF air-conditioning plant comprising of outdoor unit, with ceiling suspended cassette mounted type indoor unit, and other associated auxiliaries including repair/replacement of refrigerant line refrigerant y joints, and refinishing of refrigerant as and when required to upkeep the plant in good working condition after post warrantee for the period of 2 years.</p> <p>Scope of work: The scope of works shall be involving for attending any no. of breakdowns and 4 Nos. of preventive maintenance services at every quarter per year for all the equipment's connected with the plant. The complaints shall be attended within 24 hours.</p>				
6.1	First Year	Lot	1		
6.2	Second Year	Lot	1		
6.3	Third Year	Lot	1		
Total					
GST@28% (Sr. No.....)					
GST@18% (Sr. No.....)					
Grand Total (including GST, transportation, lifting & shifting and related civil works)					

- Two years (24 months) on site Comprehensive Warranty from Installation & Commissioning and date of acceptance by Bank.
- Down-time call attendance should be within 48 hours.
- In case the Equipment / System remains non-operational for more than 7 days then warranty period will be extended for the equivalent period for which Equipment / System remained non operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract.
- The total price including 3 years CMC (comprehensive maintenance contract after expiry of successful completion of 2 Years warranty) will be considered for evaluation of the lowest price.

Signature, Stamp and Name of the Contractor

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day of 2019 between Indian Bank having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah ,Chennai-600014 .(hereinafter referred to as the "Employer") which expression shall include its successors, legal representatives and assigns of the one part.

AND M/s----- having its Registered office at..... and Regional Office at Chennai.

(hereinafter referred to as the "Contractor") which expression shall include its successors, legal representatives and assigns of the second part.

WHEREAS Employer intends to execute "Supply, Installation, Testing and Commissioning of 25HP VRF/VRV AC System along with associated accessories at Indian Bank Corporate Branch, 2nd floor KHIVIRAJ Complex I, No. 480, Anna Salai, Chennai-600035."

WHEREAS the Employer has caused drawings and tender documents to be prepared by his Bank / Engineer-In-charge (hereinafter referred to as "Bank / Engineer-In-charge").

AND whereas the Employer has called for tenders for the above work as per Employer's NIT dated -----and whereas the tender dt. ----- 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 Sum".

AND whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract of the tender and work Order for the Employer's project of".

AND whereas parties herein desirous of reducing the agreed terms into writing as under:

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 all the Civil, electrical Works as per 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 Bank / Engineer-In-charge 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, tackles, lead, lift for the materials and all other accessories required for execution of the job. Above price is **excluding GST** in respect of this contract. No claim in this respect will be entertained. Income tax on payments shall be levied as per prevailing rules and will be deducted and deposited by Employer in accordance with the law and the provisions of tax deductions at source under Income Tax Act 1961.

However, interim payment will be made as per the site measurements on Item Rate basis and certification of the Bank / Engineer-In-charge:

3) Completion Period:

Time is the essence of the Contract. The work is to be completed in all respects within **45 days** from the date of receipt of the Work Order /letter of intent by the Contractor or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) Earnest Money:

The Contractor has deposited an amount of **Rs 25,000/- (Twenty Five Thousand only)** as earnest money.

4) 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 entitle 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. The site will be handed over to the contractor as per the terms of tender and in no case the contractor can claim for non suitability of site condition for extension of time unless employer opinions the other way.

5) 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 Bank / Engineer-In-charge/ Employer. All such materials not approved by Bank / Engineer-In-charge/ 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 Bank / Engineer-In-charge/ Employer may from time to time require or if so desired by the employer.

6) 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 'Bank / Engineer-In-charge/ Employer'. The decision of the Employer / Bank / Engineer-In-charge 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.

7) Inspection of Work:

During progress of the work the site engineer of the Employer and Engineer-In-charge/ Employer shall be entitled at all times to have access to and inspect the work. If the work is inspected by the any Government/ Bank's authorized persons, the contractor will fully co-operate and extend all help to meet the observations.

8) Supervision:

The Contractor shall provide one or more competent and technically 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 / Engineer-In-charge.

9) 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 in 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.

10) 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.

11) Force Majeure:

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

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.

12) "Legal & Arbitration:

In the event of any dispute over this contract, Bank's decision shall be final and binding on the contractor. The dispute if any on the interpretation of contract can be resolved mutually through discussion/negotiation within 30 days of dispute or question being raised, failing which the same shall be settled through arbitration in accordance with provision of Indian Arbitration and conciliation act 1996. The place of Arbitration will be in Chennai and both parties will select a single Arbitrator for resolving the issue.

13) Engineer-In-charge:

The term Bank / Engineer-In-charge in the said conditions shall mean Engineer-In-charge for the purpose of this Contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions provided always that no person subsequently appointed to be Bank / Engineer-In-charge under this Contract shall be entitled to disregard or overrule any provision, decision or approval or direction given or expressed by the Bank / Engineer-In-charge for the time being.

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



