

**INDIAN BANK,
CORPORATE OFFICE, ESTATE DEPARTMENT
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Royapettah, Chennai - 600 014.
Ph: 044-28134401/4308, Fax: 044-2813 4021
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**TECHNICAL BID
(PART – 1)**

**Tender document for Air-Conditioning works for Indian Bank's proposed
Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F,
Bharathiyar Salai, Cantonment, Trichy – 620 001**

ISSUED TO

M/s. _____

CONSULTANT / ARCHITECT

M/s. SRISHTI, Chennai

This document contains Part- 1(Technical) From 01 to 76 pages

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TENDER DOCUMENT

Name of work: Air-Conditioning works for the proposed Indian Bank's proposed Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001

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NOTICE INVITING TENDER

1. Indian Bank invites sealed tenders in 2- bid system [Technical (Part-1) and Financial bid (Part-2)] from the Contractors for their proposed work of Air-Conditioning works at Indian Bank's proposed Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001
2. Tenders should be accompanied by an Earnest Money Deposit for an amount of Rs. 27,440/- (Rupees Twenty Seven Thousand Four Hundred and Fourty Only) Refundable; in the form of D.D favouring "Indian Bank, Chennai" from any scheduled Bank shall be **enclosed along with Technical Bid Documents. Tender cost of Rs 1000/- (Rupees One Thousand Only) in the form of DD in favor of "Indian Bank, Chennai" should be submitted along with the Technical Bid (Cover-1). Tenders submitted without EMD and Tender Cost will be rejected.**
3. The tenders **along with enclosures** should be submitted in two separate sealed covers each with the superscription giving the Name of the work. The EMD in the above form and the technical & price bid shall be enclosed in a cover superscripted with the name of the work and wording 'EMD + Technical bid '**(cover 1)**. The Price bid consisting of the Bill of Quantity shall be enclosed in another cover superscripted with the name of the work and the working 'Price Bid' **(Cover 2)**. Both the **covers 1 & 2** may be inserted in a third cover super scribed with the name of the work **(cover 3)**.
4. Sealed tenders in the prescribed format shall be deposited in the tender box kept at the Corporate Office, Indian Bank, 254-260, Avvai Shanmugham Salai, Royapettah, Chennai- 600 014 on or before the stipulated date and time of submission of the tender, after noting down in the register meant for this in the Expenditure department.
5. At the time fixed for opening of the tender, the cover 3 shall be opened and then cover Containing the EMD and Technical bid will be opened. If the EMD submitted is in the Acceptable form, then the Technical bid will be evaluated, if not the tender will be rejected. **The tender cost of Rs 1000/-(Rupees One Thousand Only) in the form of a demand draft in favor of "Indian Bank, Chennai" shall also be enclosed in cover-1.**
6. **Salient Features of Contract:**

Name of Work	Air-Conditioning works
Estimated Cost of total Work	Rs.13.71 Lakhs (Rupees Thirteen Lakhs Three Thousand Only)
Tender Fee	Rs 1000/- DD in favor of "Indian Bank, Chennai"

Earnest Money Deposit (EMD)	Rs. 27,440/- (Rupees Twenty Seven Thousand Four Hundred and Fourty Only) Refundable; DD in favor of "Indian Bank, Chennai"
Initial Security Deposit (S.D)	2% of the total contract value (shall be submitted within 7 days of receiving Work Order)
Retention Amount (RMD)	5% of the each Bill Amount
Total Security Deposit (SD)	7% of the total contract price [Initial S.D (2%) + RMD (5%)]
Defects Liability Period (DLP)	12 Months from the date of virtual completion
Date of Commencement	14 days from the date of issue of Work Order/letter of intent or Date of which the site is handed over whichever is later
Date of Completion	120 days from the Date of issue of Work Order/letter of intent or Date of which the site is handed over whichever is later.
Liquidated Damages for Delay	1% per week of the Contract Value for intermediate and final deadlines subject to maximum total of 10% of final Contract value
Minimum Value of work for the issue of Interim Certificates	Rs.7.0 lakhs/- (Rupees Seven Lakhs Only)
Period of honoring certificate for interim payment against each running bill by Employer	15 days from the date of receipt of Bill payment recommendations from Architect / Consultant.
Period of honoring Final Certificate	Six weeks from the date of receipt of Bill payment recommendations from Architect / Consultant.
Period of Performance Guarantee for Air-conditioning units	Two years from the date of completion of DL period. [Independent of defect liability period]. The tenderer shall be required to deposit 5% of the tendered value of work as performance guarantee (format given in Appendix V) for a period of 2 years in the form of irrevocable bank guarantee of any scheduled bank in accordance with the form prescribed or fixed deposit receipt, within 15 days of the Virtual Completion, before settlement of final bill
Start of Issue of Tender	13 -07 - 2019
Pre-bid meeting	19 -07 - 2019 at 4:30 PM at Corporate office
Last date and Time of Submission of tenders	29 - 07- 2019 on or before 3:30 PM
Opening of Technical Bid	4:00 PM on 29 -07 - 2019

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7. **Note:** The bank is not bound to accept the lowest tender & reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
 8. Validity of offer shall be **90 days** from the date of opening of tender.
 9. A pre-bid meeting will be held at the Corporate Office Premises to give clarifications and decisions in connection with any issues or doubts raised by the tenderer on **19-07-2019** at 4:30PM. The tenderers should send a list, in duplicate, of any clarifications or decisions they need, so as to reach the Employer's office not later than **2.00PM on 16-07-2019**.
 10. **The purpose of the pre-bid meeting is to ensure that the bids will be submitted without any conditions and to clarify all issues raised by the bidders.** The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
 11. The Employer is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.
 12. The tenderers are advised to inspect the site before quoting for the job. The site will be available for inspection on all working days between 10.00 am & 5.00 pm between **13 July 19 to 28th July ' 2019**. **Hence, the tenderers are advised to inspect the site in this regard before quoting for the job.**
 13. The Employer is not liable for the cost incurred in the inspection and preparation of tender and submission / participation and also not liable for any other cost what so ever may be.

Yours faithfully,
For Indian Bank

Asst. General Manager (P&E)

ELIGIBILITY CRITERIA

1. The tenderer should be a reputed manufacturer or contractor / system integrator for Air-Conditioning works based in India and should have servicing facility at Trichy, Tamil Nadu.
2. The tenderer should be in business of similar nature for the past 3 years and their annual turnover should be minimum of Rs 15 Lakhs (Rupees Fifteen Lakhs Only) each for the last 3 years. **They should be profit making for the last 3 years. The tenderer should completely fill the format given below and submit along with the technical bid:**

Year	Turnover (Rs)	Total Sales (Rs)	Net Profit (Rs) (as per P&L Statement)
2014-15			
2015-16			
2016-17			
2017-18			

3. The tenderer **should enclose copies of their audited balance sheets** with Profit and Loss statement for the last 3 years. If the balance sheet of 2017-2018 is not available, then balance sheet of 2014-2015 may be submitted. All the balance should include P&L statements also.
4. The tenderer shall furnish a copy of solvency certificate issued by any scheduled bank for Rs 6.0 lakhs (Rupees Six Lakhs Only) dated after 30-9-2018.
5. The tenderer should have executed at least one job involving design, engineering, supply, installation, testing and commissioning of Air-Conditioning works for value costing not less than **Rs 10.97 Lakhs** (Rupees Ten Lakhs and Ninety Seven Thousand Only) (**single order**), or **2 jobs** each of value **Rs 6.86 lakhs** (Rupees Six Lakhs and Eighty Six Thousand Only), or **3 jobs** each of value **Rs 5.48 Lakhs** (Rupees Five Lakhs and Fourty Eight Thousand Only) in the last 3 years ending with 30-9-2018. The tenderer shall submit the copies of the work orders for any of the categories mentioned above along with completion certificates as per the format given below. **The tenderer should completely fill the format given below and submit (enclosed as copy of proof) along with the technical bid:**

Sl.No	Name of the Work Executed	Employer / Client / Customer	Work Order Reference	Year of Execution	Date of Completion / (enclose completion certificate)	Work order amount (Rs)	Final Bill value of the work (Rs)
01							
02							
03							
.							

TENDER DECLARATION

I/We have read and examined the notice inviting tender, Schedules, applicable specifications, drawings, Conditions of contract and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby submit tender for the execution of the work specified for Indian Bank, Corporate Office, Chennai-14 within the time frame specified in the tender and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General conditions of contract .

I/We agree to keep the tender open for 90 days from the due date of opening thereof and not to make any modifications in its terms and conditions.

A sum of Rs. 27,440/- (Rupees Twenty Seven Thousand Four Hundred and Fourty Only) is enclosed in the form of demand draft towards EMD and Rs 1000/- (Rupees One Thousand Only) towards tender cost.

I/We hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate the information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated:

Authorized Signatory of the tenderer
Designation:

Witness Signature

Name:

Postal Address:
Occupation.

GENERAL RULES & CONDITIONS FOR THE GUIDANCE OF TENDERERS

1. Sealed tenders Techno-commercial bid (Part-1&2) are invited **Air-Conditioning works** at Indian Bank's proposed Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001
2. Tenders Techno-commercial bid (Part-1&2), which should always be placed in a sealed cover, with the name of project written on the envelope i.e. superscripted with **"Air-Conditioning works at Indian Bank's proposed Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001**. Sealed tenders in the prescribed format shall be deposited in the tender box kept at the Corporate Office, Indian Bank, 254-260, Avvai Shanmugham Salai, Royapettah, Chennai- 600 014 on or before the stipulated date and time of submission of the tender, after noting down in the register meant for this, in the Expenditure department. ***The Tender / Price Bid not submitted in the prescribed format will be summarily rejected. No correspondence will be entertained in this regard.***
3. The time allowed for commencing the work is **Fourteen days**(14 days) from the date of written orders to commence work or handing over the site whichever is late.
4. The contractors should quote in figures as well in words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals to be given.
5. When a contractor signs a tender in any Indian languages the percentage above or below and the tendered amount in the same language. In case of illiterate contractors the rates or the amounts tendered should be attested by a witness and his / their KYC documents to be furnished.
6. Tenders should be accompanied by Earnest Money Deposit (Refundable), amounting to **Rs. 27,440/- (Rupees Twenty Seven Thousand Four Hundred and Forty Only)** and **Tender cost (Non-Refundable) of Rs 1000/- (Rupees One Thousand Only)** in the form of Bank's demand draft in favour of "INDIAN BANK,CHENNAI" for , Air-Conditioning works. ***Tenders submitted without EMD and Tender Cost will be rejected.***
7. The EMD of the contractor, whose tender is accepted, shall be forfeited in full, in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.

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8. The acceptance of the tender will rest with "INDIAN BANK" which does not bind itself to accept the lowest tender, and or reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or, are incomplete in any respect are liable to be rejected.

INDIAN BANK reserves the right to accept the tender in full or in part and the tenderer shall have no claim in future for revision of rates or other conditions if his tender is accepted in parts.

9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10. All rates shall be quoted on the proper form of the tender alone. The tenderers shall take care to price his tender rationally. Extreme under pricing or overpricing in item-rates, total amount will be considered adversely in the assessment of tenders. The tenderer shall on demand submit analysis of rates of some items of work if so required by the Employer.
11. An item rate tender containing percentage below / above will be summarily rejected.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer / Architects shall be communicated to the Employer.
13. Special care should be taken to write the rates in figures as well as words and the amounts in figure only; in such a way that interpolation is not possible. The total amount should be written both in figures and in words. 'P' after the decimal figures e.g. Rs.7.55"p" and in case of words the word "Rupees" should precede and the word paise should be written at the end, unless the rate is in whole rupees and followed by the words "only". It should be invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
14. INDIAN BANK does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same as the rate quoted.
15. The tenderers shall separately specify at the end of the tender the % and value of SGST and CGST as applicable. As on date 9 % CGST and 9% SGST IS APPLICABLE FOR WORKS CONTRACT which is subject to existing

Government norms. Regarding tax part, the tax rate at the time of billing shall rule over and above all documentations. Valid documents shall be produced if tendered/ asked for at the time before payment.

- 16.TDS for income tax is as applicable and shall be included in the quoted rates. The comparison for the least bidder shall be made with the basic price of items of work excluding "Goods and Service Tax" part. Also TDS on GST shall be as per IT Act.
- 17.INDIAN BANK will not entertain any other claim whatsoever in this respect.
- 18.The tender for the works shall remain open for acceptance for a period of **90 Days** from the date of opening of tenders. If any tenderer withdraws his tender before the aforesaid period, the bank shall be at liberty to forfeit Earnest Money Deposit paid along with the tender and no further claim in this regard will be entertained.
- 19.The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or to whom may and / have tendered for the same work. Failure to observe these conditions would render tenders of the contractors tendering as well as witnessing the tender liable to be summarily rejected. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority of INDIAN BANK.
- 20.The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (a) electrical work (b) civil & furnishing works (c) Sanitary and Water supply installations (d) Horticulture (e) Fire fighting and / or any other related work. Any clarifications on the design and drawings may be sought from office of The Assistant General Manager (P&E), 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 or contact through email id: hoestate@indianbank.co.in.**
- 21.If the contractor or his representatives are found to be absent from the site for more than 3 days the contract is deemed to be terminated by him without any prior notice.
- 22.The tenderers are advised to inspect the site before quoting for the job. The site will be available for inspection on all working days between **10:00 AM & 5:00 pm between 21/12/2018 to 03/01/2019**. Hence, the tenderers are advised to inspect the site in this regard before quoting for the job.

23. The Employer is not liable for the cost incurred in the inspection and preparation of tender and submission / participation and also not liable for any other cost what so ever may be.
24. Tenders can be submitted in person or through post / courier so as to reach on or before the due date and time. Bank will 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 and no claim whatsoever will be entertained in this regard.
25. During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing.
26. **“The bank is not bound to accept the lowest tender & reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever”**

SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work:

The scope of work for the purpose of this tender constitutes **Air-Conditioning works** at Indian Bank's proposed Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001

2. Price Basis:

- a. The unit rates mentioned in schedule of rates shall remain firm and shall not be subjected to any escalation throughout the currency of the contract.
- b. The quoted rates shall be inclusive of supply of all materials required for completing the item works.
- c. Payment shall be made on the actual quantum of work executed, duly certified by Architect / Consultant.
- d. The rates quoted shall be based on laws, levies, taxes and duties applicable on the date of LOI. Any statutory variations thereto and / or new levies due to an act or enactment, after the date, shall be to the employer's account against documentary evidence within the contractual completion date. Any such variation/imposition of new taxes and levies beyond the contractual completion date shall be to the contractor's account.
- e. Contractor shall satisfy himself on the applicability of various taxes, duties, levies etc. as applicable for such work and quoted prices shall be inclusive of all such liabilities. Employer / Consultant shall not be liable to any liability of the Contractor on this account. Contractor shall periodically produce documentary proof for having fulfilled the above obligations in time, including proof of payment, proof of filing of returns, etc. failing which Employer / Consultant reserve the right to take appropriate action at the cost and consequence of the Contractor.
- f. Income Tax, at applicable rates, shall be deducted from the Contractor's Bills, as per Income Tax Act and TDS Certificate issued thereof.

3. Terms of Payment:**Progress Payment:**

- a. One interim bill shall be allowed subject to minimum value for interim certificate as stated in these documents.
- b. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities or work done and must show deductions for all previous payments, retention money etc.
- c. The Employer / Architect / Consultants will entertain for a minimum gross amount of **Rs.7.0 Lakhs (Rupees Seven Lakhs Only)**.
- d. Employer may withhold payment on account of any defect/deficiency in the work already executed and payment released, based on subsequently discovered evidence, failure to make payments to Sub-Contractors, damage caused by the Contractor to Employer's property, properties of other agencies within the premises, unfulfilled statutory obligations, etc.

4. Effective date, Time schedule and Liquidated damages for delay:

- a. The date of Letter of Intent issued by Indian Bank shall be deemed as the "Effective Date" of contract.
- b. The entire work covered under the contract shall be completed in all respects within **120 days** from the Effective Date.
- c. Time is the essence of this project and hence completion schedule of **120 days** should be strictly adhered to.
- d. However, at the option of the EMPLOYER, such delayed completion may be accepted subject to levy of liquidated damages @ 1.00% of the final contract value per week of delay or part thereof, subject to a maximum of 10.00% of the final contract value.
- e. The effective date shall be reckoned from **14 days** from the date of issue of Work Order/letter of intent or date of which the site is handed over whichever is later.

5. Measurement:

The Quantities set out in the schedule of items and rates are estimated quantities of work. The final quantities of work executed by the Contractor in fulfillment of his obligations under the contract shall be jointly measured by the Contractor and the Architect / Consultants. The Architect / Consultants will be final authority for the measurement relating to bills.

6. Responsibility:

Bank / Architect / Consultant reserve the right to inspect the execution of work at the Contractor's Works as per the technical specifications and the equipment shall be dispatched only after receipt of a Release Order issued by the Architect / Consultant.

Unless otherwise specified in the contract / Work order / Purchase Order, the completion of work shall not be deemed to have been achieved until all the works required to be carried out under the contract have been completed to the entire satisfaction of the Bank / Architect / Consultant, in all respects and virtual Completion Certificate is issued.

It is the responsibility of the contractor to obtain all statutory approval from the Electrical Inspector/ government departments etc. and hand them over to the Bank through the Consultant.

7. Progress Report:

The Contractor shall submit to the Employer / Consultant once in two weeks progress report for the previous period showing up-to-date cumulative progress and progress during the preceding period alone on all progress items of each section or portion of the works in the proforma prescribed by the Employer / Consultant.

8. Contractor's Engineer:

The Contractor shall keep qualified and experienced Engineer(s) for full time during execution of work for entire Contract period.

9. Equipment:

The Contractor shall make his own arrangement to procure all constructional plant and equipment for his work. He shall also submit with the tender, the type and number of different equipments with their capacities in good working conditions, which he will use on the site to ensure smooth completion of the work in specified time. All materials, construction plant and equipment etc., once brought by

the CONTRACTOR on the site are not to be removed from there without the written approval from the Bank / Architect / Consultant.

10. Extra Items:

Extra items, if any, shall be paid on the basis of analysis of rate of cost of materials and labour produced by CONTRACTOR, and the item-rates agreed upon with the Architect / Consultant.

The execution of extra item is compulsory in order to complete the project work. In case the Contractor fails to execute extra item, Bank / Architect / Consultant will have the right to execute these items through other agency / agencies at the risk and cost of the Contractor.

While arriving at the agreed rate of extra items, the Plant & Machinery / Overheads / profit shall be considered to the tune of 15% of cost of materials and labour.

Bank / Architect / Consultant reserve the right to verify the price of material through market survey.

11. Guarantees / Liabilities:

The Works / Installation including all components and accessories **shall be guaranteed for a period of 12 months from the date of Virtual Completion of the same against defective material** (including Manufacturer's guarantee for equipments etc.), shortfall in performance and faulty workmanship. The contractor shall immediately make free replacement of any of the parts or components that might go out of order within this period and Bank / Architect / Consultant's decision in this regard will be final and binding on the contractor.

The work shall be carried out in a workmanlike manner.

12. Shut down work:

The work has also to be carried out on bank holidays. Since there is need to take shut down of 415V electrical system for working inside the panels. At least one week before notice to be given for arranging such electrical shut downs which will not affect the power supply to continuously energized equipments like UPS units, air conditioning units in server room, UPS room etc.

13. INSURANCE

Contractor shall obtain and maintain any and all necessary insurance cover for the entire work, which may be required under any law or regulations applicable, including but not limited to the following:

- a. Contractor's All Risk Policy, for Contractor's Scope of Work.
- b. All materials and Contractor's own machinery, equipment, tools & tackles, vehicles, etc.
- c. Third Party liability.
- d. Workmen Compensation
- e. ESIC
- f. Employer's Liability

The quoted price shall be inclusive of all costs for such insurance coverage including transit insurance and till it is handed over to the employer after its full completion. In all such policies, Employer shall be made 'Co-insured'. Also other Contractors, working at the Site, are covered under the policy.

14. Termination:

- i. Bank reserves the right to down size the project or add some works in the project to suit the completion or cancel the entire project or in part depending on their administrative reasons. In such case the value of works done upto that stage will be measured and paid at the tender rates.
- ii. Bank also reserves the right to terminate the contract after giving a notice of 30 days to the contractor in case the contractor could not produce good / considerable progress in work execution within the contract period or in the extended period.

15. GENERAL

These Special Conditions of Contract (SCC) shall be read in conjunction with the terms and conditions stipulated in the General Conditions of Contract (GCC). However, if there is any contradiction between the terms and conditions mentioned in this SCC and those in the GCC, stipulations of SCC shall prevail to that extent.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual item in the schedule of quantities and in the specifications and conditions laid down in after and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer/Architect.

1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires.

Employer: The term Employer shall denote INDIAN BANK, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 14, for or any of its employee's representatives authorized on their behalf.

Architects: The term Architects shall mean SRISHTI 'The Creative People' 258, Velachery-Tambaram Road, Selaiyur, Chennai - 73, or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s as the employer shall nominate for the purpose.

Contractor: The term contractor shall mean _____ and includes his/their heirs, legal representative, assigns and successors.

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 employer for the contractor use. The site here mentioned is at the INDIAN BANK, 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001.

Site engineer: The site engineer shall be appointed by the employer. The employer may also determine the number of site engineers and the supporting staff at site office to assist them and also whether the site engineer shall be temporary or permanent as far as possible, the site engineer should assume charge of his post before the contractor reports on site of work. When more than one site engineer is appointed, one of them shall be designated as senior site engineer by the premises department and the other site engineer shall be reporting to the senior site engineer.

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 employer during the execution of the work. All drawings

relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the employer/architects shall be given access to such drawings or schedule of quantities whenever necessary.

In case of any detailed drawings are necessary the contractor shall prepare such detailed drawings and /or dimensional sketches there for and have it confirmed by the employer/architects prior to taking up such work.

The contractor shall ask in writing all clarifications on matters occurring anywhere in drawings, specifications and of quantities or for additional instructions at least 10 days ahead from the time when it is required for implementation so that the employer may be able to give decision thereon.

“The works” shall mean the work to be executed or done under this contract

“Act of insolvency” shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial insolvency Act or any amending statutes.

“The schedule of Quantities” shall mean the schedule of quantities as specified (forming part of this contract) duly priced with the accepted quoted rates of the contractor.

2. SCOPE

The work consists of construction of employer's (details of work) in accordance with the **“drawings” and the “schedule of quantities”**. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work, during its progress and upon completion, shall conform to the lines elevations and grades as shown on the drawings furnished by the employer/architect. 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 employer /architects detail with employer/architects concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Architects may in their absolute discretion issue further drawings and or written instructions, details, and explanations, which are, hereafter collectively referred to as “the Employer's/Architects Instructions” in regard to:

a. The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.

- b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- c. The removal from site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d. The demolition, removal and /or re-execution of any work executed by the contractor.
- e. The dismissal from the work of any persons employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The rectification and making good any defects under clauses herein after mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such employer's / Architects instruction, provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Employer/Architects shall if involving a variation be confirmed in writing to the contractors within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken upon without written permission of the Employer/Architects. Rates of items not mentioned in the price schedule of quantities shall be fixed by the employer in consultation with the architects as provided in clause "variation".

Regarding all factory made products for which BIS (Bureau of Indian Standards) marked products are available, only products bearing BIS marking shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make themselves thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish, traffic regulations, NOC required if any from any authorities / societies etc.,. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of commencement of work or which in the opinion of employer/architects might be deemed to have reasonably been inferred to so exist before commencement of work.

4. TENDERS

The entire set of tender papers issued to the tenderers should be submitted fully priced and also signed on the last page together with initials on every page. Initial/ signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled as follows:

- I. The rate columns to be legibly filled in ink both in figures and English words. **Any rates / filled in pencil or any other mode shall make the tender as "In-eligible" and will be rejected.**
- II. Amount column to be filled in for each item and the amount for each sub head as detailed in schedule of quantities.
- III. All corrections are to be initiated.
- IV. The rate column for alternative items shall be filled up.
- V. The amount column for alternative items for which the quantities are to be mentioned shall not to be filled up.
- VI .In case of any errors, the rates given in the tender marked 'original' shall be taken as correct rates.

No notifications, 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 employer 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 Employers/ Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor'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 per complete works in all respect 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 tendering respect of any item of works, the payments 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 Employer/Architects.

The employer has the power to add to, omit from any work as shown in drawings or described in the specifications or include in the schedule of quantities and intimate the same in writing, but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

5. AGREEMENT:

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

6. TAXES AND DUTIES:

The tenderers shall separately specify at the end of the tender the % and value of SGST and CGST as applicable.

As on date 9 % CGST and 9% SGST IS APPLICABLE FOR WORKS CONTRACT. Regarding tax part, the tax rate at the time of billing shall rule over and above all documentations. Valid documents shall be produced if tendered/ asked for at the time before payment. TDS for income tax is as applicable and shall be included in the quoted rates. The comparison for the least bidder shall be made with the basic price of items of work excluding "Goods and Service Tax" part.

7. PROVISIONAL SUMS:

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of amounts covered under this head will be absolutely at the discretion of the employer.

Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Employer/Architects and realizes them through his bill from the Employer.

8. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of quantities are intended to cover the entire work indicated in the drawings / tender but the Employer reserves the right to delete any item from the scope of work, execute only a part or the whole or any excess thereof without assigning any reason there for.

9. OTHER PERSONS ENGAGED BY THE EMPLOYERS:

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

10. EARNEST MONEY AND SECURITY DEPOSIT:

The tenderer will have to deposit an amount of **Rs. 27,440/- (Rupees Twenty Seven Thousand Four Hundred and Forty Only)** for **Air-Conditioning works**, in the form of bank draft in favour of **"Indian Bank, Chennai"** at the time of submission of tender as an earnest money deposit. The Employer is not liable to pay any interest on the EMD. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value accepted tender including the earnest money. On acceptance of the DD or Bank Guarantee by the Employer, the Earnest Money Deposit shall be refunded to the Contractor.

The initial security deposit will have to be made within **7 days** from the date of **issue of work order**, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the EMD furnished along with the tender. The initial security deposit will be refunded after satisfaction and completion of work (as certified by the architect).

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bill @ 5 % of the gross value of each running bill. This, together with the initial S.D. of the 2% referred to above, will constitute the total Security Deposit and on virtual completion of work the employer shall refund 50% of the total Security Deposit. The remaining 50% 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.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown described therein provided that the same can reasonably be inferred there from. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The employer shall on no account be responsible for the expenses incurred by the contractor 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 contractor 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 of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, staging, 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 works to the satisfaction of the employer / architects. The contractor 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 levelled where so required by the drawings unless the employer shall otherwise direct.

The contractor shall at times give access to workers employed by the employer or any employed on the buildings and to provide them with water and lighting and leave or make any holes, grooves etc., in any work. Where directed by the employer as may be required to enable such workman 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.

12. TIME OF COMPLETION/EXTENSION OF TIME & PROGRESS CHART

1. **Time of completion:** The entire work is to be completed in all respect within the **stipulated period of 120 days**. The work shall deem to be commenced within **14 days from the date of acceptance letter or date of handing over of site**, whichever is later. Time is the essence of contract and shall be strictly observed by the contractor. The work shall not be considered as complete until the Employer/ Architects have certified in writing that this has been complete and the defects liability period shall commence from the date of such certificate.
2. **Extension of time:** If in the opinion of the Employer/ Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring employers or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason or any combination or works men or strikes or lock-out affecting any of the building trade or (f) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless he shall use his best endeavours to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being, granted, determine, and declare the final completion date. The provision in clause 13 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer were substituted for and the damages shall be deducted accordingly

3. **Progress of work:** During the period of construction the contractor shall maintain proportionate progress on the basis of programme chart submitted by the contractor immediately before commencement of work and agreed to by the employer/Architects. Contractor 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.

13. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the employer/Architects within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un commenced or unfinished after the expiry of the completion date.

- a. For contracts having time for completion **upto 6 months** and less 1% of the estimated amount shown in the tender per week subject to a ceiling of 10% of the accepted contracted sum.
- b. For contracts having time for completion exceeding 6 months & less than 2 years 0.50% of the estimated amount in the tender per week subject to ceiling of 7.5% of the accepted contracted sum.

14. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor 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 main and variation from the drawings or specification that may be associated to so confirm give the employer/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The employer/Architects on receipt of such intimation shall be giving a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts. Regulations or Byelaws to be given to any authority and to pay such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipt with the employer.

The contractor shall indemnify the employer against all claims in respect of patent rights, royalties, damages to building, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the employer saved harmless and indemnified in all respects from such actions, costs and expenses.

15. ACCESS

Any authorized representative of the employer shall at all reasonable times have free access to the workshop, factories or other place where materials are being prepared or constructed for the works and

also to any place where the materials are lying or from where that are being obtained, and the contractor shall give every facility to the bank or their representative everything necessary for inspection and examination and test of the materials and workmanship. Except the representative of the employer no person shall be allowed at any time without the written permission of the employer.

16. MATERIALS, WORKMANSHIP, SAMPLE, TESTING OF MATERIALS

All the works specified and provided for in the specification or which may be required to be done in 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 as any from their entire satisfaction. If required by the employer/architects during the execution of the work, and to their entire satisfaction. If required by the employer/Architects the contractor shall carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer/Architects at his own cost to prove that the materials etc. under test conform to the relevant B.I.S or as specified in specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc, shall have to be borne by the contractor. No extra payments on this account should in any case be entertained.

All the materials (except where otherwise described) stores 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 contractor/s must be entirely responsible for the proper and efficient carrying out of work. The work must be done in the best workmanlike manner. Samples of all materials to be used would be submitted to the employer/Architects when so directed by the employer/Architects and written approval from employer/architects must be obtained prior to placement of order.

During the inclement weather contractor shall suspend concreting and plastering for such time as the employer / 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 contractor shall be rectified by the contractor 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 contractor shall take all precautions necessary for the protection of work and at his own expenses and shall make good any damage arising from, any of these causes.

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

17. REMOVAL OF IMPROPER WORK

The employer 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 time as they be specified in order of any materials which in the opinion of the employer/Architects are not in accordance with specification or instructions. The substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specification or instructions, in case the contract or refuses to comply and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereon or incidental thereto as certified by the employer/Architects shall be borne by the contractor or may be deducted from any money that may become due to the contractor. No certificate which may be given by the architects shall relieve contractor from his liability in respect of unsound work or bad materials.

18. SITE ENGINEER

The term "site engineer" shall mean person appointed and paid by the employer to superintend the work. The contractor shall afford the site engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The site engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, addition, alterations, deviations or omissions or any extra work whatsoever except in so far such authority may be specifically conferred by a written order of employer/Architects.

The site engineer shall have power to give notice to the contractor or to his foreman for 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 employers is obtained. The work will from time to time examined by the engineer from the premises department of the employer and by the architects. But such examinations shall not in any way exonerate the contractor 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 contractor shall take instructions only from the architects/employer.

19. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisor for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of employer/Architects. The contractor shall engage at least one experienced engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiency.

The contractor shall employ labourers on the work as far as possible.

No labourer below the age of sixteen years and who is not an Indian national shall be employed on the work.

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

The contractor shall comply with the provision of all labour legislation including the requirements of:

- a. The payment or wages act
- b. Employer's liability act
- c. Workmen's compensation act
- d. Contract labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e. Apprentices act 1961.
- f. Any other act or enactment relating thereto and rules framed there under from time to time.

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

The contractor shall comply at his own cost with order of requirement of any health officer of the state or any local authority or of the employer regarding the maintenance of proper environmental sanitation of the area where the contractors' labourers are housed or accommodated for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor 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 contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection of execution of the works, report such accident to the Employer and also to the Competent Authority where such report is required by the law.

20. DISENGAGEMENT / DISENGAGE OF WORKMEN

The contractor shall on the request of the employer immediately disengagement / disengage from works any person employed thereon by him without any prior notice, who any in the opinion of employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation damages against the employer or any of their officer or employee.

21. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

- i. The contractor shall be responsible for any 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 of neglect to himself or of any sub-contractor or of any of his or sub-contractor's employees, whether such injury or damages arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The cause shall be held to include inter-alia, streets, footpath 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 contractor shall indemnify the employer 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 to persons or property as aforesaid under any acts of compensation or damage consequent upon such claim.
- ii. **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 or damage from any sums due or to become due to the contractor.**

22. INSURANCE

- a. Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of contract against any loss or damages by fire and/or earthquake flood. The insurance must be placed with a company approved by the employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to

do by the employer, the premium, of such further sum being allowed to the contractor as an authorized extra.

- b. **The contractor shall deposit the policy and receipt for premiums paid with the employer within 7 days from the date of issue of work order unless otherwise instructed.** In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any bills, which may become due to the contractor. The contractor 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 contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the employer may deem fit.
- c. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding Electrical war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.
- d. For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.
- e. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor.

- f. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Employer and the Contractor, Employer's name being mentioned first in the policies and the Contractor shall deposit with the Employer the said policy or Policies within 15 days from issue of Work Order. All money payable by the insurer under such Policy/Policies shall be recovered by the Employer only and may be paid to the Contractor or any other agency of Employer's choice in installments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.
- g. 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 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.
- h. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor. For this purpose, insurance shall be taken by the Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor may be in their Employer's names of the Contractor. In the event of any loss or injury to personnel in employment with the Contractor, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is

made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

- i. The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer / Electrical Consultant and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of **Rs 1.0 Lakhs (Rupees One Lakh Only)**. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within fifteen days of its issue by the Insurer.
- j. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and renewed them if required and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Employer.
- k. The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Employer or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued shall cover their Sub-Contractors and nominated Sub-Contractors and their work men also.
- l. If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he / they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any money due or becoming due to the Contractor or recover the same as a debt due from the Contractor.

- m. All insurance to be effected by the Contractor, and/or his sub-Contractors, or nominated sub-Contractors, if any, shall be taken only with an Insurance Company approved by the Employer.
- n. Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Employer in Proforma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.
- o. No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurances required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photo copies thereof, for the payment of the premia shall be furnished by the Contractor to the Employer. The original receipts will be returned to the Contractor after verification. The Employer reserves the right for payment for works done subject to fulfillment of this condition and shall instruct the Architect accordingly.
- p. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipments or pay compensations to the affected personnel/Employees without waiting for settlement of the claim from insurance company.
- q. If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Employer in any liability tortuous or otherwise and/or loss or damage, the Employer shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Employer under this Contract or any other Contract.

23. ACCOUNTS RECEIPTS AND VOUCHERS

The contractor shall, upon the request of the employer/Architects furnish them all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If contractor shall use materials less than what he is required

under the contract, the values 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 employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

Before taking any measurement of any work, the site engineer or subordinate deputed by him shall give reasonable notice to be contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the site engineer than in any such event the measurement after such notice taken by the site engineer or by subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

24. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the employer/Architects. **One interim bills shall be prepared subject to minimum value for interim certificate as stated in these documents.** The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities or work done and must show deductions for all previous payments, retention money etc.

The employer/Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the employer and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

The amount stated in an interim certificate shall be the total values of work properly executed as per tender up to the date of the bill less the amount to be retained by the employer as retention money vide **clause 10** of these conditions, recovery of TDS and less installments previously paid under these conditions, provided the certificate shall only include the value of said materials and goods as from such time as they are reasonably, properly and not prematurely brought and placed adjacent to the work and then only if adequately protected against weather or other casualties.

The employer will deduct retention money as described in clause 10 of these conditions. The refund of retention money will be made as specified in the said clause.

If the employer has supplied materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor, in accordance. All the interim payment shall be regarded as payments for work actually done and completed, 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 according of any claim, nor shall, it determine or affect in anyway the power of the employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by the site engineer. All final payments shall be made within 3 months.

25. FINAL PAYMENTS

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of final bill shall be made after deduction of retention money as specified in **clause 10** of these conditions, which sums shall be refunded after completion of defects liability period after receiving the architect's certificate that the contractor has rectified all defects to the satisfaction of employer. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

26. VARIATION / DEVIATION

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

27. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the designated in this specification indefinitely by such terms as "Equals" or "Other approved" etc. specific approval of the employer/Architects has to be obtained in writing.

28. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will thoroughly be inspected by the contractor, deficiencies and defects put right. On completion of such inspection the contractor shall inform the employer/Architects that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the clearing and oiling if necessary, of all hardware, inside

and outside, all floors, staircases, any every part of the building. He will leave and clean and ready for immediate occupation and to the satisfaction of the employer.

29. CLEARING SITE ON COMPLETION

On the completion of the works the contractor shall clear away and remove from the site all construction plans, 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 Employer / Architects.

30. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of work. In default the employer may employ a person and amend and make good such damage, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the employer or may be deducted from the contractor, deduct from any money due to the contractor 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 contractor from amount retained under **clause No. 10** together with any expenses the employer may have incurred in connection there with.

31. 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, taxes, etc. unless specifically provided in these documents.

32. IDLE LABOUR

Whatever the reason may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would not be entertained under any circumstance.

33. SUSPENSION

If the contractor except on account of any legal restraint upon the employer preventing the continuance of the work or in the opinion of the employer shall 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 employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a

reasonable manner and with reasonable dispatch, such notice purport to be notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any 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 contractor fails to start the work within seven days after such notice has been given to proceed with the works as there in prescribed the employer may proceed as provided in clause 34 (Termination of contract by employer).

34. TERMINATION OF CONTRACT BY EMPLOYER

If the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer/architect that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the employer/architect.

or if the Contractor (whether an individual; firm or incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf of any of the creditors of the Contractor,

or shall charge or encumber this Contract or any payments due or which might become due to the Contractor there under,

or shall assign or sub-let the Contract without obtaining the prior consent in writing of the Employer or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor,

or if in the opinion of the Employer the contractor,

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the employer / architect written notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

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- (iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the employer / architect written notice that the said materials or work were condemned and rejected by the employer/architect under these conditions, or
 - (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor, or
 - (vi) has to the detriment of good workmanship or in defiance of the employer / architect instructions to the contrary sublet any part of the Contract.

then in any of the said cases the Employer may notwithstanding any previous waiver, after giving **seven days notice in writing to the Contractor**, determine the Contract but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of contractor). Further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads and seal the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works or by employing any other contractors or other persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer / architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said plant and material so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so payable shall thereupon be paid by the Employer to the Contractor, or, by the Contractor to the Employer, as the case may be, On termination of the Contract, the Contractor shall forthwith remove himself and his workmen from the works site.

35. 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 of the rights touching or concerning the works or the execution of maintenance thereof of this contract of 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 breach 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 Employer 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 Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid select any one of the person(s) name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor 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 Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one persons name and appoint him as the sole arbitrator. If the employer fails to select the person and appoint him as the Sole Arbitrator within thirty days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Employer.

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 to or payable to the contractor 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 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**.

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 of 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 Act 1992 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 Employer and the contractor hereby also agree that arbitration under clause shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal course.

36. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:

The Contractor shall report in writing to the Architect / Employer, in the form of a Certificate as per Proforma 'C' annexed hereto as and when the works are completed in all respects. The Architect / Consultant / Employer shall after the verification of the works and in consultation with Architect / Consultant issue to the Contractor a certificate to be called "Virtual Completion Certificate", a copy whereof shall be submitted to the Employer to enable him to take possession of the completed works. The Defects Liability period shall commence only from the date of issue of such certificate.

DECLARATION

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

Contractor's Signature with Seal

ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1. COMPLETION SCHEDULE

The contractor will be required to work according to a programme given to them by the consulting Architects, based on the priorities of the employers. The contractor will be required to prepare bar charts on the basis of the programme given to them and get these approved by employer/Architects. **The overall completion programme of the work will be 120 days.**

2. WATER AND ELECTRICAL ENERGY

The contractor has to make his own arrangements for water, storage and distribution for the work.

Electricity will be supplied by the bank at one point for the work on chargeable basis.

3. OTHER RULES AND REGULATIONS

- a. All E.S.I formalities or prescriptions under Workmen Compensation Act will be adhered to by the contractor. He will have to observe the regulations prescribed under the contracts Labour-Regulations & Abolition Act, 1970 and rules formed there under.
- b. The contractor shall not employ any labour below the age of 18 years and shall pay his labourers not less than the wages paid for similar work or the fair wage. Fair wage means wage whether for time or piece work as defined in the minimum wages act.

PREAMBLE TO SCHEDULE OF QUANTITIES

1. Tender shall be on the basis of items rates which shall include the cost of materials, labour, all taxes, duties, and all other appurtenant services required for the complete installation, testing and commissioning in accordance with relevant drawings and meeting the requirements of the specifications and relevant I.S. specification including the fees for inspection together with the liabilities and obligations as detailed in the general conditions of contract.
2. Prices shall remain firm and free from variation due to rise and fall in the cost of materials and labour or any other price variation whatsoever whether during the stipulated period of execution or during extended period of completion if any, except direct statutory, increases by the Act of Govt. or Local bodies.
3. Item rates shall remain valid for any variations in the estimated quantities given in the schedule of quantities.
4. In order to facilitate the technical scrutiny of various quotations, the tenderer must supply with their quotations, the tenderer must supply with their quotations detailed technical particulars, make catalogues and erection drawings for various items under different parts specified in the schedule of quantities.
5. The drawings and specifications lay down minimum standards for equipment and workmanship. Deviations, if any, shall be clearly set down. In the absence of any deviations, it will be deemed that the tenderer is fully satisfied with the intents or the specifications and drawings and their compliance with the statutory and fire insurance provision including local codes. Where the drawings and specifications conflict the more stringent shall apply.
6. All installations shall be tested as specified and a test certificate in the prescribed form required by the authorities shall be furnished.
7. The entire installation shall be guaranteed against any defective materials of workmanship for a period of **12 months** from the date of installation as certified by the architects and taken over by the employer. During the guarantee period, all defects shall be rectified by the contractor, free of cost.
8. Water and power required for works may be made available at site. Use of electrical power will be on chargeable basis. If the water available at site is unsuitable for construction purpose, the contractors will make their own arrangements for water.

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9. The tenderers must acquaint themselves of the site conditions and take note of all factors while quoting the rates, as no extra will be allowed on any ground.
 10. The employer shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
 11. The term "Consulting Architects / Consultant / Architect" in the conditions shall mean the said 'SRISHTI', The Creative People or in the event of their death or ceasing to be the consulting architects for that 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 in sufficient by the Employer. Provided always that no persons subsequently appointed to be consulting architects under this contract shall be entitled to disregard or over rule any decision or approval or direction or expressed in writing by the consulting architects for the time being.
 12. The plan, agreement and documents mentioned shall form the basis of this contract and the decision of the said Consulting Engineers/Architects for the time being as mentioned in the conditions of contract in reference to all matters of dispute as to the materials, workmanship or account and as to the intended interpretation of the clauses of the agreement of any other document attached hereto shall be final and binding on both parties and may be made a Rule of Court.
 13. The said contract comprises the works mentioned in the BOQ (Bill of Quantities) and all subsidiary works **(if any)** connected therewith within the same site as may be ordered to be done from time to time by the said Employer through the consulting architects for the time being, even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
 14. The employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out without prejudice to this contract.
 15. The said conditions shall be read construed as forming part of this agreement, and the parties hereto will respectively, abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such conditions contained.

16. Further, letters exchanged between the employer and the contractor after the receipt of this contract as cited shall form an integral part of this contract.
17. The successful tenderer shall supply completion drawings of the entire installations as executed at site drawn to scale approved by the employer / architects after the completion of the work. But before completion certificate is given by the employer / architects upon receipt of the completion drawings, as built drawings of the work only, the final bill will be released.
18. The materials of the first preference shall be used by the contractor may exclude himself of not doing so only if the required range as per tender specifications is not manufactured, by the particular manufacture. The evidence of such case shall be supported by a letter from the respective manufacturer. Samples of all fittings and accessories shall be approved by the employer/architects prior to their installations.

ARTICLES OF AGREEMENT

This agreement is made at Chennai on this day of _____
Two Thousand Nineteen, INDIAN BANK, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014, (herein after referred to as "The Employer", which expression shall unless excluded repugnant to the context be deemed to include its successors 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 / desirous of doing **Air-Conditioning works** for INDIAN BANK's proposed **Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001** and has drawings and specifications, schedule of quantities describing the work

WHEREAS the Employer has caused drawings and tender documents to be prepared by his Architect M/s. Srishti, Chennai (hereinafter referred to as "Architect").

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 Air-Conditioning works as per terms and conditions herein contained and according to the general rules & 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 Architect / Employer and to the entire satisfaction of the Employer.

Further, the contractor hereby agrees and undertakes to execute and complete the said works shown in the said drawings and such further detailed drawings as may be furnished to it by the Employer and described in the said specifications and the said schedule of quantities upon and subject to the said conditions.

The said tender and allied documents, drawings, specification, priced schedule of quantities, agreement and documents above mentioned shall form the basis part and parcel of this contract and the decision of the Employer as mentioned in the condition of contract with reference to all matters of disputes as to materials, workmanship of account and as to the interpretation of the clauses of this agreement or the said conditions shall be final and binding on both the parties.

The contract herein contained comprises of the said work above mentioned and all subsidiary works connected therewith in the same site as may be ordered to be done from time to time by the Employer even though such works may not be shown in the said drawings or described in the said specifications or the schedule of quantities. The contractor hereby agrees and undertakes to do and perform all such works in a thorough and workman like manner, with best materials and within the time limit herein mentioned.

The Employer reserves to himself the right to alter the drawings and nature of the work and of adding or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively as such conditions contained.

It will be the entire responsibility of the contractor to procure all materials required for the said works.

2) Contract Price, Taxes and Payment Terms:

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

However, interim payment will be made as per the site measurements on Item Rate basis and certification of the Consultant and the Employer shall for such works pay to the contractor such sums as shall become payable at time, in the manner specified in the said conditions.

3) Completion Period:

Time is the essence of the Contract. The work is to be completed in all respects within **120 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.

The contractor shall complete the said work as specified above from the date of commencement of work as per work order for the work and will remove from the site all plants, scaffoldings, materials in use, rubbish and leave the work site clean within the said period.

4) Earnest Money:

The Contractor has deposited Demand Draft / Bank Guarantee for an amount of **Rs. 27,440/- (Rupees Twenty Seven Thousand Four Hundred and Fourty 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 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.

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 as per the terms of tender and specification / BOQ etc.,. 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 Architect / Employer. All such materials not approved by Architect / 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 Architect / 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 'Architect / Employer'. The decision of the Employer / Electrical Consultant 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.

The contractor should not damage the any existing water proofing done on the roof. They should discuss about the work they are going to carry out with Architect / Employer before they take up the work. In case of any damage done to the water proofing and detect leakage due to the same, the contractor will be made responsible to rectify the same at their cost to the full satisfaction of the bank.

8) Inspection of Work:

During progress of the work the site engineer of the Employer and Architect / 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.

9) 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 Architect / 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 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. This clause should be read in conjunction with clause mentioned in tender document, **clause no: 13 of special conditions of contract and clause no: 22, of General condition of contract**

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:

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.

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 appointing 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".

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Chennai and only courts in Chennai shall have jurisdiction to determine the same.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

14) Architect / Consultant:

The term Architect / Consultant in the said conditions shall mean the said M/s. Srishti, Chennai or in the event of it being ordered to be wound up or in ceasing to be the Architect / Consultant 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 Architect / Consultant under this Architect / Consultant shall be entitled to disregard or overrule any provision, decision or approval or direction given or expressed by the Consultants for the time being.

15) The several parts of this contract have been read and fully understood by us.

16) Following shall be deemed to form and be read and construed as part of this agreement viz

- a) The Bid No / date.
- b) The award letter No / date.
- c) References as mentioned in the award letter
- d) All the correspondences till award of contract

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

GENERAL SPECIFICATIONS REQUIREMENTS

All works should confirm to standard laid down by the Bureau of Indian Standards (BIS) Latest Edition.

Wherever detailed specifications are not given, the works shall be carried out as per CPWD specifications with latest additions and corrections.

1. SPECIFICATIONS – GENERAL REQUIREMENTS

1A. List of tender drawings is given elsewhere in the tender documents. These drawings are meant for tenders and construction also. These drawings may be revised and fresh revised copies issued to the contractor from time to time for adoption in work to suit the final designs and the physical conditions encountered during the progress of work.

1B. Figured dimensions on drawings shall only be followed and drawings to large scale shall take precedence over these to smaller scale.

1C. Information noted on the drawings pertaining to the materials and workmanship, if contrary to that given in the specifications, shall have precedence.

1D. The contractor shall prepare, at his own cost, detailed shop drawings and shall obtain the approval of the Architect/Employer before adoption.

2.

2A. The specification is intended for general description of quality and workmanship of materials and finished work. They are not intended to cover minute details. The work shall be executed in accordance with sound engineering and other professional practice.

2B. Where reference is made to any standard specification of Bureau of Indian Standards or any other similar body, the information and provisions of the latest revised edition of the specification on the date of submission of such standard specifications are in conflict with the provisions standard in these specifications the latter provisions shall have precedence.

2C. All materials shall be quality manufactured by renowned concerns conforming to Indian Standards or equivalent and shall have "BIS" mark as far as possible unless otherwise approved by the Architect / Employer. The contractor shall get all materials approved by the Architect / Employer prior to procurement and use.

3. MEASUREMENTS AND PAYMENTS

3A. The quantities stated in the bills of Quantities are tentative. The contractor shall be paid at the quoted rate and on the basis of actual measured dimensions of the finished work, limited however by those

dimensions shown in the drawings, or as directed by the Architect / Employer.

3B. Measurement of work shall be generally in accordance with **IS: 1200** "Method of Measurement of Building and Electrical Engineering Work" except where the stipulations of the tender are contradictory.

4. LAYOUTS AND SURVEYS.

The contractor shall be responsible for the true and proper setting out of works, for the correctness of position, levels, dimensions and alignment of all parts of the works and for the provisions of all necessary instruments, appliances and labour in connection there with. If at dimensions or alignments of any part of works, the contractor, on being required to do so, shall at his expenses rectify such errors, checking of any setting out or of any line or level by the Architect/Employer shall not in any way relieve the contractor of his responsibility for the corrections thereof.

4. CONSTRUCTION SCHEDULE AND TIME OF COMPLETION

5A. A bar chart shall be submitted by the contractor detailing out the complete construction activities for each work within 7 days of start of work at site. This chart shall be reviewed by the Architect/Employer and alterations, if any, shall be made by the contractor. This chart will form the basis or reappraisal to evaluate the progress of work at site.

5B. The drawings shall be issued to the contractor at least one week in advance before commencement of work.

5C. No extension of time shall be granted on the plea of drawings not having been received in time provided the above time schedule is adhered to.

5. CO-OPERATION WITH OTHER AGENCIES

6A. During the course of implementation of this contract, several other agencies and contractors shall be working at site simultaneously. In order to effect proper co-ordination and avoid delays, it shall be the responsibility of the contractor of this tender to give adequate notice and exact dates of work proposed to be executed by him which requires the placement and fixation of embedment etc., by the other agencies. The safety and prevention from damage activities would remain with the contractor. In the event of damage or loss, caused, indirectly or directly by the contractor or his labour, he will be responsible to make good the same as advised/instructed by the Architect/Employer.

6. DELIVERY OF WORKS

Every portion of the work shall be kept clear of accumulation from time to time and delivered up clean and free from all defects of every kind at the conclusion of work.

7. RELATION TO OTHER DOCUMENTS

8A. The technical specifications are intended for general description of items listed in the bill of quantities. All works specified or implied in the technical specification form a part of the items in the bill of quantities. Similarly, all indications in drawings and general description of works, whether specified or implied, form a part of the items in bills of quantities.

8B. The quoted rates in the bills of quantities shall be assumed to include all the specified and implied works of the technical specifications, drawings and general description of works even when not specifically mentioned in the bills of quantities.

8. LIFTS AND LEADS

9A. The rates quoted for all items of work shall include all lifts and leads where applicable.

9B. All debris and waste materials shall be disposed away from the site to a far off place as directed.

SCOPE OF WORK

- 1) Supply of 1.0/1.5 / 2.0 TR capacity hi-wall mounted single split type AC unit consisting of outdoor condensing unit complete with compressor and air cooled condenser with fan motor and one indoor unit with evaporator, blower etc., including initial charging of refrigerant gas and suitable for single phase operation (with cordless remote control facilities)
- 2) Installation, Testing & Commissioning charges for the above (including refrigerant copper pipe, PVC drain pipes, 3 core connecting copper wire and PVC flexible hose for covering the copper pipe-Length)
- 3) Supply and installation of 4.0 / 5.0 KVA automatic voltage stabiliser with time delay arrangement and low & high voltage cut off facilities.
- 4) Supply and fixing of MS frame duly painted with 2 coats of enamel paint over a coat of primer for installation of 1.0 / 1.5 / 2.0 / 4.0 TR split type outdoor AC units.
- 5) Supply and fixing of MS frame duly painted with 2 coats of enamel paint over a coat of primer for installation of 14.0 TR cassette type outdoor AC units.
- 6) Supply, fabrication and installation of cat walk for the access to the AC outdoor units.
- 7) SFTC of 25 MM 15 Kg/Rm. PVC drain Piping with suitable specials for all the units including taking the drain pipes upto ground level with proper clamps at intervals as directed by the consultant / Bank officials

SAFETY CODE

FIRST AID

1. At every work place, there shall be maintained in readily accessible place first aid appliance including supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good condition, and in large work place, they shall be placed in charge of a reasonable person who shall be readily available during working hours.
2. At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
3. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour sufficient cold water fit for drinking.

SCAFFOLDS

1. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals to be installed at night so as to prevent persons slipping into the excavations.

5. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
6. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

OTHER SAFETY MEASURES

7. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
8. 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.

EXCAVATION & TRENCHING

9. All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
10. The contractor shall take all measures on the site of the work to protect the public from accidents and shall be solely bound to bear the expenses of defence of every suit, action or other

proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person. No future claim shall be entertained / made against the bank in this regard.

DEMOLITION

11. Before any demolition work is commenced and also during the process of the work:

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c. All practical pre-cautions steps shall be taken to prevent danger to persons employed from the risk fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

PERSONAL SAFETY / PROTECTIVE EQUIPMENTS

12. 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 contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a. Workers employed on mixing asphaltic 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 which 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. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the

manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

- f. The contractor 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 are employed on the work of such painting, the following precautions should be taken:
 - i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

13. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompts 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.

HOISTING MACHINES

14. Use of hoisting machines and tackle including their attachments anchorage and supports shall confirm to the following standards or conditions:
- a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working condition.

-
- b. Every rope used in hoisting or lowering materials of as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - d. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose or testing.
 - e. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractors shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
15. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum of the risk or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
16. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
17. Adequate washing facilities should be provided at or near places of work.
18. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at

work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

19.To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

20.The contractor is solely responsible for the safety and security of the workmen engaged by him or his subcontractors in this project.

21.Notwithstanding the above clause from (1) to (21), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

APPENDIX – I
PROFORMA 'A'

(See Clause 22(h) of General Conditions)

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Name & Number of Insurance Policy with description	Value of Insurance	Validity Period	Loss or damage to work (covered under Policy) or any part thereof and all materials at site from any cause whatsoever
1.	2.	3.	4.
a) b) c)			
Damage, loss or injury to any property of the Employer's or Consultant's or his agent's and servant's		Claims under the Workman compensation Act 1923, the Minimum Wages Act 1948 & Contract labour (Regulation and Abolition) Act 1970	Remarks
5.	6.	7.	
a) b) c)			

NB: Details of further policies taken if any and the loss or damage if any under that policy may please be indicated separately at appropriate places.

Signature of Contractor

Address:

Witness:

APPENDIX - II

PROFORMA 'B1'

MEASUREMENT SHEET

Running Bill No. _____

Name of the Work _____

Name of the Contractor _____

Sr. No.	Item	Qty. as per contract	Unit	No. / Length	Qty. of Present Bill

NOTE: Quantity of Present Bill shall be carried forward to Interim Bill.

PROFORMA 'B2'

INTERIM BILL

Interim Bill No. _____

Name of the Work _____

Name of the Contractor _____

S. No	Item	Unit	Qty. as per Contract	Qty. upto previous bill	Qty. of present bill	Total Qty.	Unit Rate	Gross Amount

Total cumulative Gross Amount of Bill Rs. _____.

Gross Amt. of the present Bill = Gross Amt. of bill – Gross Amt. upto previous bill

APPENDIX - III

PROFORMA 'C'

REPORT OF VIRTUAL COMPLETION
(See Clause 36 of General Conditions)

Draft of letter to be written by the Contractor to the consultant in connection with the Virtual Completion Certificate as per Clause No. 29 of General Conditions of Contract.

Having executed the work in terms of the Contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with the materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Bank Guarantee No.

Date:

PERFORMANCE BANK GUARANTEE

Indian Bank, a body Corporate constituted under the Banking Companies Acquisition and transfer of undertaking Act, having its Corporate Office at No.254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014 (hereinafter referred to as Indian Bank) have entered into Agreement/Contract/Order No.----- dt ----- (hereinafter called "the said Contract/ the said Order") with M/s ----- [hereinafter called "the said Contractor/Supplier"] for the Air-Conditioning works for the proposed Indian Bank's proposed Inspection Centre and Staff Training Centre at 3rd Floor, Jenny Plaza, 5-F, Bharathiyar Salai, Cantonment, Trichy – 620 001.

2. Where as under the terms of the said Agreement/Contract/Order, the Contractor/Supplier is required to furnish a Performance Bank Guarantee for 5% of tendered value i.e Rs. -----/- (Rs. Amount in words) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the said equipment supplied to Indian Bank during warranty period as per the warranty terms stipulated in the Agreement/Order.
3. Accordingly, we -----(name & Address of the issuing Bank) (hereinafter referred to as "The Surety:", which expression shall , unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted Assignees.) at the request of ----- (name & Address of the contractor) do hereby undertake to pay to Indian Bank an amount not exceeding Rs. -----/- (Rs. Amount in words) on the failure of Contractor/Supplier in performance of their obligations as per the terms and conditions of the Contract/Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract/Order.
4. The Surety do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from Indian Bank within 10 days of such demand stating that the amount claimed is due by way of **breach of** terms and conditions of the Agreement/Contract/Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rs. Amount in words) and We undertake to pay to

Indian Bank a amount not exceeding Rs. -----/- (Rs. Amount in words) so demanded notwithstanding any dispute or disputes raised by the contractor/supplier of the equipment in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

The Surety further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Order and that it shall continue to be enforceable till all the dues of Indian Bank under or by virtue of the said Contract/Order have been fully paid and its claims satisfied or discharged or till Indian Bank certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said Contractor/supplier(s) and accordingly discharges this guarantee.

5. The Surety further agree with Indian Bank that Indian Bank shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor/Supplier of the equipment from time to time or to postpone for any time or from time to time any of the powers exercisable by Indian Bank against the said contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/ Supplier or for any forbearance, act or omission on the part of Indian Bank or any indulgence by Indian Bank to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The Surety lastly undertake not to revoke this guarantee during its currency except with the previous consent of Indian Bank in writing and agree that any change in the constitution of the said contractor/Supplier or the said Bank shall not discharge the Bank of its liability under this deed.

The validity of Bank Guarantee shall be up to DD/MM/YY

And such date shall cover the period of warranty of all the supplies and excludes the period of defect liability. The Bank Guarantee shall remain valid for the period up to which the contractor is obliged for due performance of the said Agreement/ Contract/Order including the warranty period.

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7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

All the claims under this guarantee must be presented to the bank.

8. Notwithstanding anything contained hereinbefore.

Our liability under this guarantee is **restricted** to Rs. -----/- (Rs. Amount in words). The guarantee is valid up to DD/MM/YY or extension thereof.

Unless a claim or demand made in writing is presented to us **on or** before **DD/MM/YY**, the date of expiry of this guarantee all your rights under this guarantee shall be lapsed and we shall be released and discharged from all liabilities there under.

In witness where of the Bank through its officials has set its hand and stamp on ---day of ----- and the year----- at -----.

SIGNED AND DELIVERED For and on behalf of

For and on behalf of above named Bank. (Banker's Name and Seal)

Branch Manager
(Banker's seal)

SEAL OF THE BANK

PREFERRED MAKES

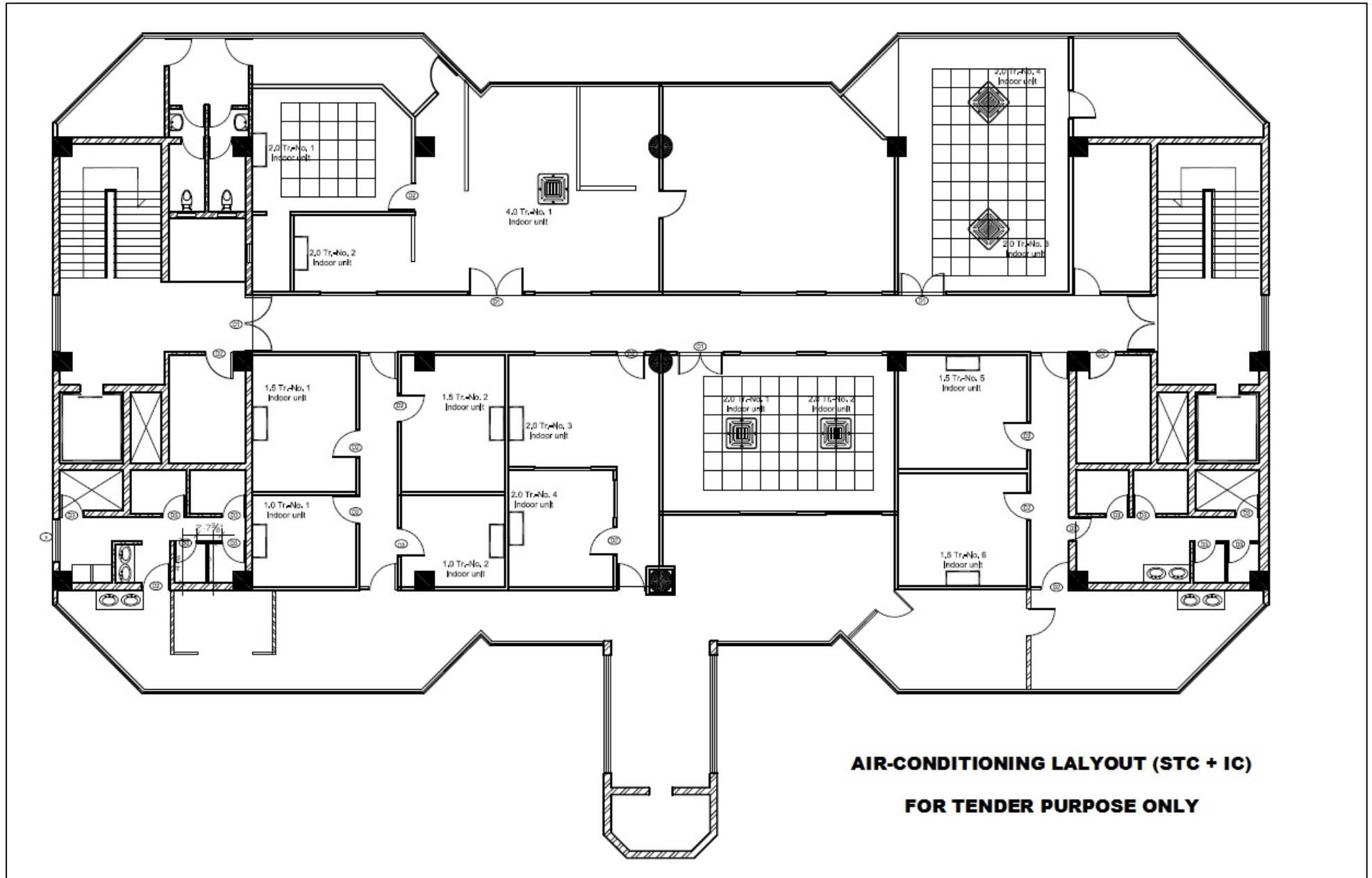
LIST OF PREFERRED MAKES FOR ELECTRICAL WORKS		
Sl.No	Description	MAKES
1	Cable Glands single / Double compression with earthing	COMET / Dowell /Cosmos
2	LUGS & THIMBLES	Dowells / Jainsaon / Praca (double comp. type Glands)
3	1.1 kV LT Power & Control Cables	Finolex / Polycab / KEI
4	Insulating Mats	ISI Marked (As recommended by Architect)
5	Pre Fabricated Cable Tray	OBO Bettermann / Slotco or equivalent
6	Protection & Other Relays	AREVA/L&T / SIEMENS
7	Earthing pipes	Jindal / Tata / Sail
8	Air Circuit Breaker	L&T(Upower) / Siemens(Sentron) / C&S (equivalent of U Power)
9	Moulded Case Circuit Breakers	L&T(D-Sign) / Siemens (sentron) / Legrend / C&S
10	Fuse Disconnect Switch / Switch Fuse Units / HRC Fuses	L&T / Siemens / GE Power
11	Ammeter, Voltmeter, KWH,PF, Frequency meter / Digital Meters, Multifunction Meter	L&T / AE / Conserve
12	Selector Switch, Push Button / Indication lamps	Kay CEE/L&T/GE Power Control
13	LED Indication Lamps	AE/EASUN/Kay cee
14	Ct'S	AE/ Kappa/ Kaycee / L&T/ kaycee / Universal / MECO /Gilbert & Maxwell
15	Starters / Contactors / Timers	L&T / GE Power / Siemens
16	MCB / MCCB	Legrand / Schneider / L&T / C&S
17	PLC	ABB / ROCKWELL
18	UPS	Emerson/APC/NUMERIC/EATON
19	Ant vibration mounts	Dunlop-S Class
20	Battery	Exide/ HBL / Luminous
21	Electrical Light Fittings	Philips / HPL /Bajaj/GE / Wipro
22	Fans-Ceiling / Wall mount	Orient / Crompton Greaves/ Usha / Polar (Model to be appd. By the architect)

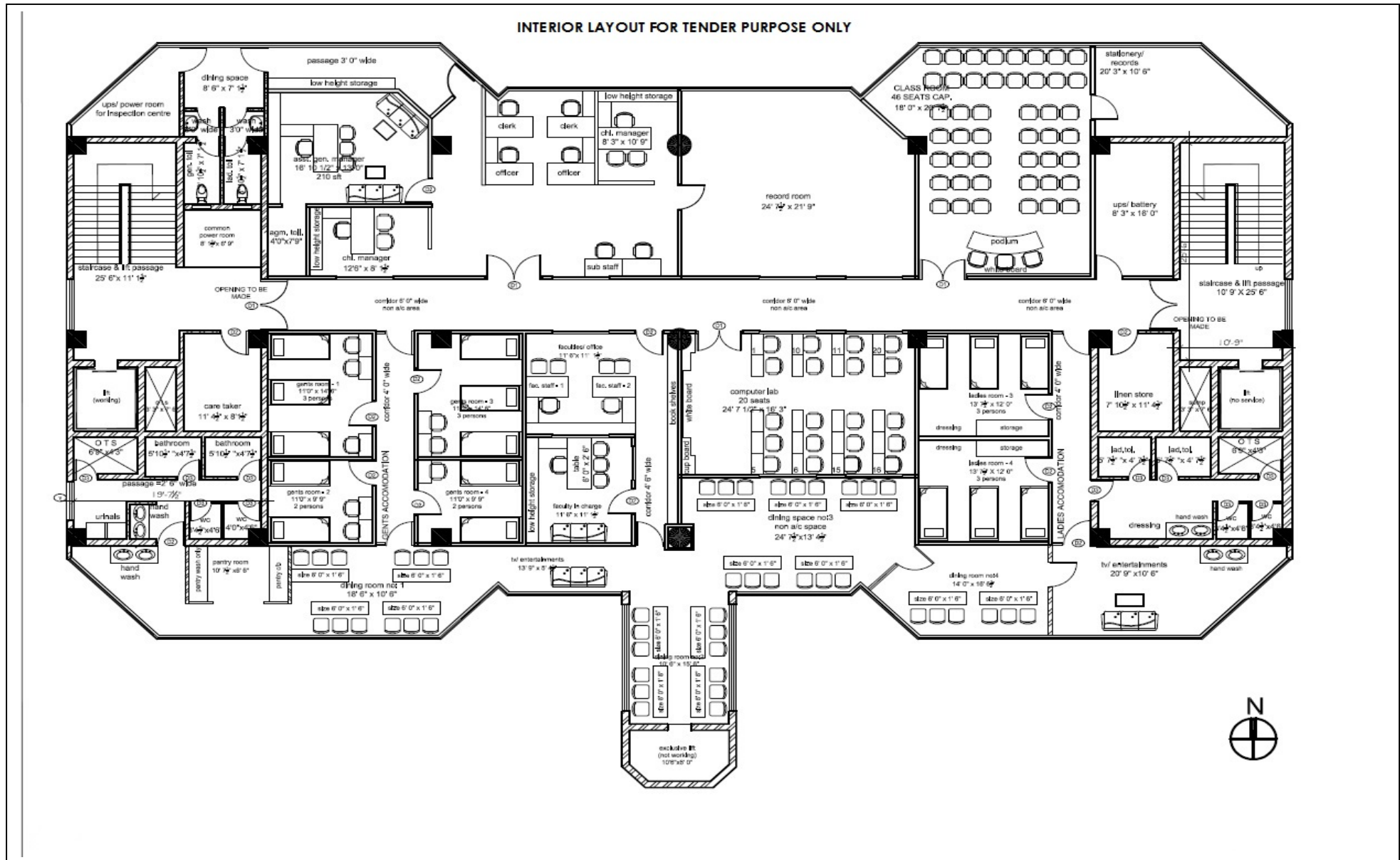
Sl.No	Description	MAKES
23	Exhaust Fan	Almonard/ Crompton
24	Geysers	Racold/Jaguar-aero smith/Venus / Bajaj
25	Prefabricated Panels	L&T, Hager, Legrand
26	Cable Management System	MK/Legrand / Schenieder
27	CAT Cable / Wires& Fiber Optic Cable	Amp/D-Link / Molex/ Krone /Sisco
28	Telephone cables	Polycab / KEI / Finolex
29	Speaker wires	Polycab / KEI / Finolex
30	ACDB	Local fabrication approved by Engineer-In-charge
31	Energy Meter	L&T / HPL / Secure / Schneider
32	Surge Protection	OBO Betterman/ Legrand / ABB
33	Switches & Sockets	MK, Anchor (Roma) - Model approved by Architect
34	GI Sheets	TATA / JIDAL/ SAIL
35	Insulation acoustic	ARMAFLEX/BIRSAL/SUPREME
36	C-PVC/U-PVC Pipes	Astral /supreme / Avonplast
37	Controllers, controls & Sensors	Honeywell / Schneider/ Siemens
38	MS Structure/Beam/Gurdar/Channel	SAIL/TATA/JINDAL/ESSAR
39	FIRE Sealant	Promat, Hilti, Brila-3M
40	MS Conduit(ISI marked)	AKG(ISI marked), BEC(ISI marked), Gupta
41	Heavy Duty Accessories for MS Conduit	Sharma Sales Corporation / super Sales Corporation
42	Selector Switch, Toggle Switch	Salzer(L&T), Kaycee / Siemens
43	LT Jointing kit/Termination	Raychem / Safe kit/ Mahindra M-Seal / Denson
44	Main & Change over switch	L & T/ HPL / SIEMENS
45	Pre Fabricated Distribution Boards	MDS Legrand/ L & T / Hager
46	Metal clad sockets	MDS Legrand/ L & T / Hager
47	LAN switches/ jacks	D-Link / MK

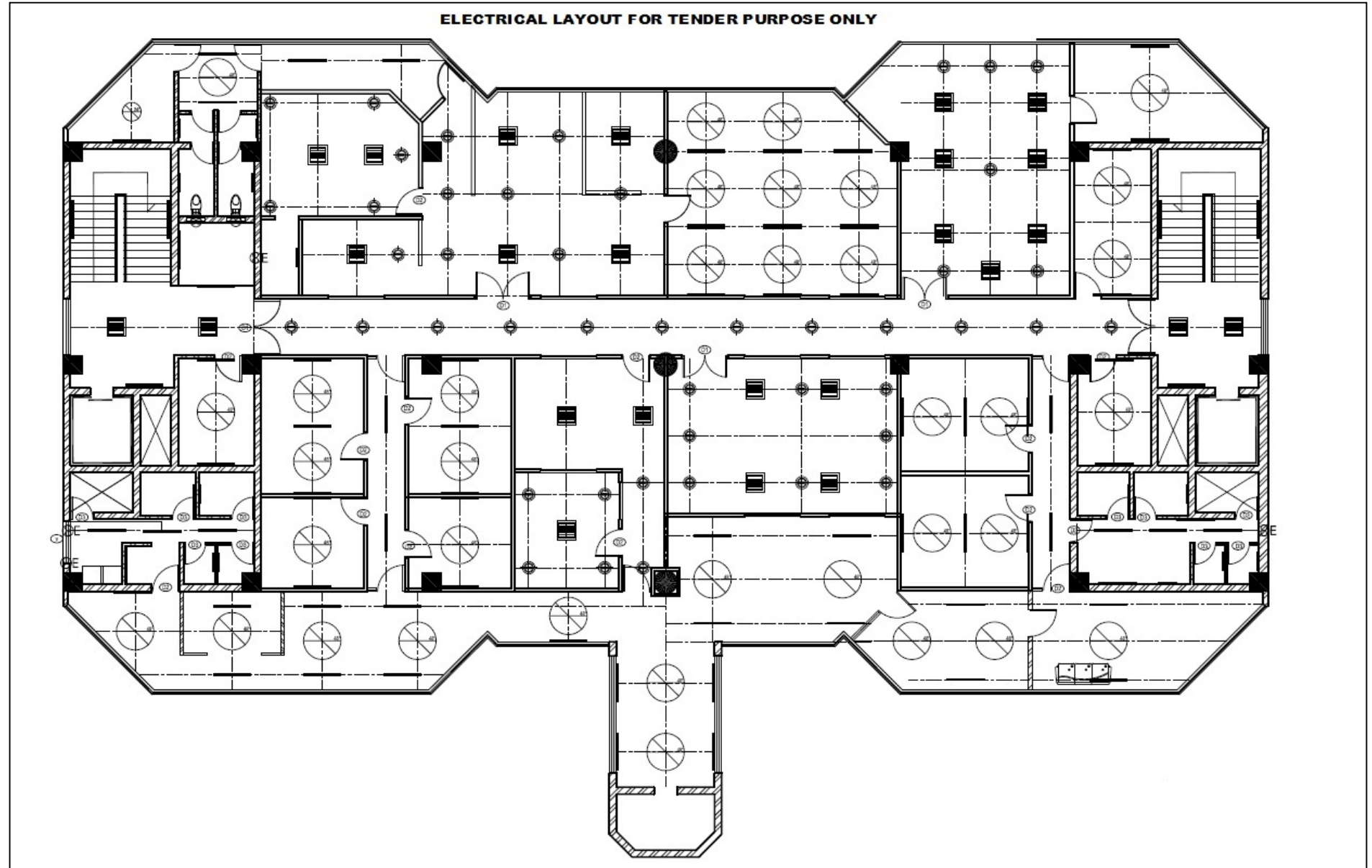
Sl.No	Description	MAKES
1	Air-Conditioners cassette / split units (split units 5 star rating)	Carrier / Blue Star / Daikin
2	Stabilizers	V-Guard / Premier / Everest
4	Aluminium Sheets	Hindalco / Nalco or equivalent
5	Grills / Diffusers / Dampers	Air master / Air freeze or equivalent
6	Fiber Glass Wool	Uptwiga / Rockwool or equivalent
7	Refrigerant Pipes	Streamline or equivalent
8	Axial fans	NADI / Southern Magnetics or equivalent
9	Dash / Anchoring Fasteners	HILTI / Fischer or Equivalent
10	General Hardwares	GKW / Atul or Equivalent

DRAWINGS

Air-Conditioning works Layout For Tender Purpose Only







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