

INDIAN BANK

TENDER

FOR

CIVIL AND ELEVATION REPAIR WORKS IN EASTERN SIDE ELEVATION OF  
INDIAN BANK HEAD OFFICE BUILDING AT 66, RAJAJI SALAI, CHENNAI-600001.

Ref:No: CO:EST: External HO-01

Date : 25.10.2022

From:

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.....  
.....

This Bid document contains 18 pages



Signature & Seal of the Bidder

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**Indian Bank**

**NOTICE INVITING TENDER**

Indian Bank, Corporate Office, Chennai invites sealed Tender in Two bid System for Civil and External Repair works in Eastern Side Elevation of Indian Bank Head Office Building at 66, Rajaji Salai, Chennai-600001 from the experienced and technically qualified contractors.

1.	Name of work	Civil and External Repair works in Eastern Side Elevation of Indian Bank Head Office Building at 66, Rajaji Salai, Chennai-600001 from the experienced and technically qualified contractors.
2.	Estimated cost of work	<b>Rs.13.20 Lakh</b>
3.	Period of completion	<b>30 days</b> reckoned from the 4 <sup>th</sup> day of date of issue of the Work Order
4.	Validity of Tender	90 Days from the date of opening
5.	Defects Liability Period	6 Months from the date of virtual completion of work
6.	Initial Security Deposit (I.S.D)	<b>2% of the Bid Amount.</b>
7.	Retention Money/ Security Deposit	<b>5% of the Final Bill Amount.</b>
8.	Retention Money/ Security Deposit period	Retention Money will be paid after expiry of defect liability period of one year from the date of payment of final bill.
9.	Liquidated Damages	<b>1% per week</b> of the Contract Value for the delay subject to a maximum total of <b>5%</b> of Contract value.
10.	Tender Documents	The Tender Documents can be downloaded from the Bank's website ( <a href="http://www.indianbank.in">www.indianbank.in</a> under Tenders column)
11.	Cost of Tender Document	<b>Nil</b>
12.	Earnest Money Deposit	<b>Nil</b>
13.	Last date of submission of Tender	<b>31.10.2022</b> upto 15.30Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
14.	Date of opening Tender	<b>31.10.2022</b> at 16.00Hrs. at Indian Bank, Corporate Office, Premises, Estate & Expenditure dept, First Floor, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.

Note:

1. Technical bid and Price bid should be submitted in separate sealed covers.
2. The bank reserves the right to reject any tender/bid without assigning any reason.
3. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.



Signature & Seal of the Bidder

4. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.

**DEPUTY GENERAL MANAGER (P&E)**

Indian Bank, Corporate Office,  
Premises, Estate & Expenditure Dept,  
First Floor, No. 254-260,  
Avvai Shanmugam Salai,  
Royapettah, Chennai – 600 014.  
Ph: 044 -28134300 (ext. 4401, 4498, 4306, 4305)

Signature & Seal of the Tenderer

Note:



Signature & Seal of the Bidder

## **1.0 GENERAL**

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

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

## **2.0 SUBMISSION OF BID**

The Bidders shall submit their Tender in line with this Tender Document.

Tender Document should be in a proper sealed envelope superscripted as Civil and External Repair works in Eastern Side Elevation of Indian Bank Head Office Building at 66, Rajaji Salai, Chennai-600001.

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

## **3.0 SITE PARTICULARS**

Bidders are advised to inspect and examine the site and its surroundings between **10 am to 5 pm** on any of the working days of the Bank and satisfy themselves before submitting their bids as to nature of work, site conditions, flooring conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit you may contact Chief Manager (P&E) in 044-2813 4306/ 4305.

## **4.0 General Conditions:**

- 4.1 Rates quoted shall be deemed to be inclusive of manpower, material, machinery, tools and tackles, installation, all taxes (except GST), duties, cartage, freight loading & unloading, insurance etc.
- 4.2 No escalation of whatsoever nature shall be payable in future.
- 4.3 Only GST will be paid by the Bank. All other tax shall be payable by the contractor.
- 4.4 Bank reserves the right to modify/ relax/ withdraw any of the terms and conditions of the contract if it is found necessary in the interest/ benefit of the Bank.
- 4.5 Prospective Bidders are requested to remain updated for any notices / amendments/ clarifications etc. to the Tender Document through our Banks website. No separate notifications will be issued for such notices / amendments / clarifications etc. in the print media or individually.
- 4.6 The contract as a whole or part thereof is NON TRANSFERABLE.
- 4.7 The Indian Bank / Architect / PMC shall be indemnified against all Government or Legal actions for theft or misuse of cement M.S rods and any controlled materials in the custody of the Tenderer.

## **5.0 MINIMUM ELIGIBILITY CRITERIA**

- 5.1 The Bidder should have executed at least one similar (i.e. Civil and External Repair works at least in G+4 building) job for value costing not less than Rs 10.56 Lakhs (single order), or 2 jobs each of value Rs 6.60 lakhs, or 3 jobs each of value Rs 5.28 Lakhs in the last 5 years ending with 30.09.2022. The Bidder shall submit the copies of the completion certificate for any of the categories mentioned.
- 5.2 Self-attested Copy of GST & PAN number.
- 5.3 24 x 7 local service set –up in Chennai (address proof to be furnished).



5.4 Affidavit/ undertaking certifying that the firm has not been blacklisted by anyone (page - 10 of this Tender).

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

## **6.0 EVALUATION CRITERIA/ FINAL SELECTION**

6.1 Bids submitted without the requisite documents for 5.0 (Minimum Eligibility Criteria) will be summarily rejected and the price quoted by them will not be considered for evaluation. Qualified parties have no right to claim for award of the work. Bank reserves the right to cancel or award the work to any party / Bidder. Bidders who wish to attend the opening of the bids may ensure their presence on the mentioned date and time as specified in the Date sheet.

6.2 The lowest bidder (L-1) shall be considered for award of work, though not binding and the decision of the Bank in this regard will be final and binding.

7.0 The bank reserves the right to reject any tender/ bid without assigning any reason.

8.0 The rates quoted by the bidder shall be based only on the specifications and conditions of the bid documents.

9.0 Bank is not liable to make any payment to bidders for preparation to submit the tender/bid.

## **7.0 Government and Local Rules**

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

## **8.0 TENDERER TO PROVIDE EVERYTHING NECESSARY**

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

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

The Tenderer shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection for the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Tenderer shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring, etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Indian Bank/ Architects.



## **9.0 DAMAGES TO PERSONS AND PROPERTY INSURANCE ETC.,**

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

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

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

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

## **10.0 INSURANCE**

The Tenderer shall arrange to take "Tenderers all risk insurance policy including third party liability", covering the entire period of contract till virtual completion of the contract (including extended period if any) for the entire scope of works for a risk cover not less than the contract value. **The third party insurance shall be for a sum of Rs. 5 Lakh per accident.**

The Tenderer shall effect the insurance necessary and indemnify the Indian Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Indian Bank and must be effected jointly in the name of the Tenderer and the Indian Bank and the policy lodged with the latter.

The scope of insurance is to include damage or loss to the work and workman due to carelessness accident, including fire, earthquake and floods etc., damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage.

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

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



## **11.0 SAFETY**

All people working shall be provided with safety helmets, safety shoes, goggles, gloves, Safety belts etc., which shall be worn by the workmen while performing work and people working at elevation more than 10 feet shall be always provided with safety belts at contractor's cost. The safety belts shall be properly fixed to a lifeline always while at work.

The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

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

Contractor shall ensure that a proper Safety Net System and shall be used at appropriate locations. The safety net shall be located not more than feet (3.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.

The Tenderer shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of precautions should be taken.

## **12.0 First Aid**

At every work place, there shall be maintained in readily accessible place, first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool.

The appliance shall be kept in good order and in large work place, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

## **DEPUTY GENERAL MANAGER (P&E)**

Indian Bank, Corporate Office,  
Premises, Estate & Expenditure Dept,  
First Floor, No. 254-260,  
Avvai Shanmugam Salai,  
Royapettah, Chennai – 600 014.  
Ph: 044 -28134300 (ext. 4305, 4401, 4498, 4306, 4501)  
Email: hoestate@indianbank.co.in





**GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF BIDDERS**

1. Bids, which should always be placed in sealed cover, with the name of the work written on the envelope 'Civil and External Repair works in Eastern Side Elevation of Indian Bank Head Office Building at 66, Rajaji Salai, Chennai-600001' will be received by Deputy General Manager (P&E), Indian Bank, Corporate Office, Premises, Estate & Expenditure Dept, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
2. The Indian Bank does not bind itself to accept the lowest or any quote/ bid and reserves to itself the right of accepting the whole or any part of the quote/ bid and the tenderer/ bidder shall be bound to perform the same at the rate quoted.
3. The rate quoted by the Tenderer/ bidder shall be net, up to the stage of incorporation and handing over site. All taxes on material or on finished works like work's contract tax, Turn-over Tax, including taxes that may be newly introduced subsequent to the tender/ bid etc. in respect of this contract shall be payable by the Tenderer/ bidder and the Indian Bank will not entertain any claim whatsoever in this respect except the GST to the overall bid amount.
4. The Tenderer/ bidder shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
5. No employee of the Indian Bank is allowed to work as a contractor for a period of two years of his retirement from Indian Bank service, without the previous permission of the Indian Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Indian Bank as aforesaid before submission of the tender/ bid or engagement in the Tenderer/ bidders service.
6. The tender/ bid for works shall remain open for acceptance for a period of 90 days from the date of opening of Tender/ bid. If any tenderer/ bidder who withdraws his tender/ bid before the said period, then the Indian Bank shall be at liberty to debar the contractor from the panel.
7. The Contractor shall within 7 days of receiving the WORK ORDER submit **initial security deposit of 2%** of the contract value in the form of a Demand Draft ~~or Bank Guarantee in an approved format.~~
8. **Retention money shall be deducted from the final bill @ 5 % of the gross value of the bill.** This will be refunded after completion of the Defect Liability Period of 6 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.
9. The acceptance of a quote will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the quotes received without the assignment of a reason. Quotes in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the quote in full or in part and the tenderer/ bidder shall have no claim for revision of rates or other conditions if his quote is accepted in parts.
10. Canvassing in connection with quotes is strictly prohibited and the tenders/ bids submitted by the Tenderer/ bidders who resort to canvassing will be liable to rejection.  
All rates shall be quoted on the proper form of the quote alone. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
11. An item rate quote containing percentage below/ above will be summarily rejected. However, where a tenderer/ bidder voluntarily offers a rebate for payment along with sealed quote, the same may be considered.
12. On acceptance of the tender/ bid the name of the accredited representative(s) of the Tenderer/ bidder who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.

13. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
14. The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the required statutory bodies/ organizations.
15. The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care of their materials free from getting drenched or damaged.
16. Debris and unwanted items have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.
17. Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, paint which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
18. Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
19. For painting, sample area shall be prepared and the shade got approved.
20. The Tenderer/ bidder should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants or other contractors. Any damage so caused shall be made good at the cost & risk of the tenderer/ bidder.
21. The successful tenderer/ bidders shall include, in the quoted price, all allied works and no extra payments will be made for any such case arises.
22. The successful contractor shall also be responsible for the safety and security of all their men & materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge. Bank will not be responsible for any untoward accident caused by the negligence of the contractor.
23. No advance payment will be made. However, Interim payment / adhoc payment is permitted per fortnight. Minimum Rs.5,00,000/- (Rupees Five Lakhs Only) or as decided by the Bank. The adhoc payment shall be 75% of the works executed /Bill value at site. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The Employer after detailed scrutiny of the interim bill shall certify within 10 days of the date of receipt of interim bill from the Contractor subject to submission of documentation as required.
24. The contractor should ensure payment of minimum wages + VDA to all laborers / workmen staff employed by him inline with central/ state labour wage act whichever higher.
  - a) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work



whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

25. The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a Insurance Company approved by the Employer and must be jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be executed from damage to any property arising out of incidents, negligence, or defects carrying out of this contract.
26. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim for damages from any sums due or to become due to the contractor.
27. The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
28. If the work is not started within **4 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory; and not in proportion to the commitment made, inconsistent with the period of completion of the work provided in the Time schedule, then the Bank may terminate the work order by giving an immediate final notice to the contractor.
29. The time allowed for completing the works is **30 days** to be reckoned from **4<sup>th</sup> Day** from the date of Work Order. Tenderer/ bidders shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
30. If the Contractor fails to complete any or all the works by the date/s named in "Date of Completion" or within any extended time (in case Bank Permits) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **5%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.

**DEPUTY GENERAL MANAGER (P&E),**

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

Signature & Seal of the Bidder



Signature & Seal of the Bidder

**DETAILS**

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

**(Signature of Authorized Signatory)**

**Name & Designation**

**Contact No.**

**NAME OF THE AGENCY WITH SEAL**



**DECLARATION**

To

**DEPUTY GENERAL MANAGER (P&E)**

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

I hereby declare as below:

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

**PLACE :**

**DATE:**

**NAME & DESIGNATION**

**NAME OF THE TENDERER WITH SEAL**



ARTICLES OF AGREEMENT

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

**AND** M/s. .... having its office at .....

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

**WHEREAS** the Employer has caused drawings and tender documents for ‘Tender for Civil and External Repair works in Eastern Side Elevation of Indian Bank Head Office Building at 66, Rajaji Salai, Chennai-600001’.

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

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

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

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete **Exterior works** in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.

- 2) **Contract Price, Taxes and Payment Terms:**



Signature & Seal of the Bidder

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 & 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 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.

3) **Completion Period:**

**Time is the essence of the Contract.** The work is to be completed in all respects within 30 days reckoned from 4<sup>th</sup> day from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Initial Security Deposit**

The Contractor should deposit an amount of 2% of bid value as initial Security Deposit within 7days of receiving work order by way of DD in favour of "Indian Bank" payable at chennai.

5) **Inspection of Site:**

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

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

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

7) **Defective Work / Materials:**

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

8) **Inspection of Work:**

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

9) **Supervision:**



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

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

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job and materials & works supplied/carried out at site/work place. Also to be adhered as per Tender Clause No.:34,35,36 & 37 of **General Rules and Instruction for The Guidance of Tenderers.**

11) **Termination of Contract:**

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

12) **Force Majeure:**

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

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

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

13) **Arbitration:**

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

The Parties concerned shall designate an arbitrator on mutual consent/ consensus. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator 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".

Submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the bank to seek other redressal/ Other Recourse.

14) The bank and the contractor agree that this agreement is entered in to on Principal to Principal basis. Nothing contained in this agreement shall be construed to create any association, Joint venture or Partnership or Relationship of Principal and Agent or Master and Servant or





Employer and Employee between the Bank and the contractor. The parties to the agreement shall be deemed to be independent entity and employees of either of the parties shall not be deemed to be employees of the other. Neither party shall have authority to bind the other except to the extent authorized herein.

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

Witness Address

Employer

Witness Address

Contractor



**List of Materials of Approved Brand and / or Manufacture**

IV	CIVIL WORKS	
1	Cement	Coromandel, Ramco, Ultra Tech.
2	Sand	For Structural Repairs only River Sand to be used.
3	Steel / MS Sections	Sail / Vaisak / Jindal / TATA tison
4	Water proofing material	Fosroc / Pidilite / Sika / Dr.Fixit
5	Polymer (PMM) / Acrylic Coating	Constrochem Indian Pvt Ltd / Pidilite
6	Corrosion Treatment	Constrochem India Pvt. Ltd.

