



**PREMISES DEPARTMENT  
ZONAL OFFICE KANPUR**

**TENDER DOCUMENT  
ELECTRICAL WORKS IN NEW PREMISES OF  
INDIAN BANK – SWAROOP NAGAR BRANCH, DISTRICT – KANPUR  
NAGAR**

**PART I – TECHNICAL BID**

**Ref:No** : ZOK:PRM:2023-24:03  
**Date** : 04/05/2023

<b>Last date for submission of Bid</b>	24/05/2023 upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur - 208001
<b>Date of Opening of Technical Bid</b>	24/05/2023 at 16:00 HRS Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur - 208001
<b>Date of Opening of Financial Bid</b>	To be intimated separately to the Firms Qualifying in Technical Bids



## **INDEX**

<b><u>DESCRIPTION</u></b>	<b><u>PAGE NOS.</u></b>
NOTICE INVITING TENDER	3 - 5
FORM OF TENDER	6
PRE-QUALIFICATION CRITERIA	7 - 8
GENERAL INFORMATION OF THE FIRM	9 - 21
GENERAL TERMS AND CONDITIONS	22 - 28
ARTICLES OF AGREEMENT	29 – 31
APPROVED LIST OF MATERIALS	32
DRAWINGS	33



## ZONAL OFFICE – KANPUR

### NOTICE INVITING TENDER

Indian Bank, Zonal Office Kanpur invites sealed bids under Two Bid System containing Part-I (Technical Bid) & Part -II (Financial Bid) from Established Electrical Contractors complying minimum qualification criteria for Electrical Work as per Tender and having full time local office at Kanpur or Lucknow for **“Tender for Electrical Works in New Premises of Indian Bank – Swaroop Nagar Branch , District – Kanpur Nagar”**. The Tender Documents can be downloaded from the Bank’s website ([www.indianbank.in](http://www.indianbank.in)) under Tender Column.

1	Name of work	Electrical Work in New Premises of Indian Bank – Swaroop Nagar Branch, District – Kanpur Nagar
2	Estimated cost of work	Rs.5.72 Lakhs
3	Period of completion	25 days to be reckoned from 4 <sup>th</sup> day from the date of issue of the Work Order or handing over of site whichever is later
4	Validity of Tender	90 Days from the date of opening
5	Defects Liability Period	12 Months from the date of virtual completion of work
6	Earnest Money Deposit	Rs.5,700/- (Rupees Five Thousand Seven Hundred Only) by way of DD in favour of Indian Bank payable at Kanpur <b>*Firms registered with MSME / NSIC with valid certificates issued by GOI are exempted from submitting EMD along with bid.</b>
7	Initial Security Deposit (ISD)	<b>After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD in the name of “Indian Bank” payable at Kanpur within 7 days from the date of allotment of work.</b>
8	Retention Money (RM)	<b>6% of the Bill Amount (RA Bill / Final Bill) excluding Taxes</b>
9	Total Security Deposit (TSD) = ISD + RM	8% of the Bid Amount (ISD – 2% & RM – 6%)
10	Release of Retention Money	50% of Total security deposit will be returned on completion of following: <ul style="list-style-type: none"> <li>• After 15 days of the payment of the final bill.</li> <li>AND</li> <li>• Taking over certificate by Bank</li> <li>AND</li> <li>• Tenderer’s removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (except for a small presence required if any for the Defect Liability Period and approved by the Indian Bank.</li> </ul> <b>Balance 50%</b> of retention money shall be released within 30 days after satisfactory completion of defect liability period and defects free as per the contract clauses.
11	Interim / Adhoc Payment	No Interim / Adhoc Payment is allowed.
12	Liquidated Damages	<b>1% per week of the Contract Value subject to maximum total of 10% of final Contract value</b>
13	Tender Documents	Tender documents can be obtained from the Bank’s website ( <a href="http://www.indianbank.in">www.indianbank.in</a> ) under Tenders column.
14	Last date for the submission of Bids	24/05/2023 upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-

		Square Mall, Kanpur - 208001
15	Date of opening of Technical Bid	24/05/2023 at 16:00 HRS Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur - 208001
16	Date of Opening of Financial Bid	To be intimated separately to the Firms Qualifying in Technical Bids
17	Minimum Eligibility Criteria	<p>1. Should be in same line of activity minimum for the past 7 years in carrying out similar nature of works ending 31.03.2023. <i>Please furnish Purchase Order / Work Order / Client's Completion Certificate / Empanelment Letter issued by PSBs / PSUs / Central Government / State Government to confirm the same.</i></p> <p>2. Should have Registered Office in Kanpur or Lucknow <i>Please furnish requisite document as proof.</i></p> <p>3. Should have carried out similar work of value in the last 3 years (ending 31.03.2023). At least :</p> <ul style="list-style-type: none"> <li>• Atleast one similar works of value not less than Rs.4.58 Lakhs each (OR)</li> <li>• Atleast two similar works of value not less than Rs.2.86 Lakhs each (OR)</li> <li>• Atleast three similar works of value not less than Rs.2.30 Lakhs each</li> </ul> <p><b><i>Copy of TDS Certificate &amp; Work Order / Completion Certificate showing value of work satisfying the above eligibility criteria is to be enclosed.</i></b></p> <p>Similar works means: Electrical Work (Electrical Wiring Works, Electrical Fixtures, etc ) for any Public Sector Banks/ Public Sector Units/ Central or State Government Departments</p> <p>4. Should be empanelled in atleast 2 Public Sector Banks / Public Sector Units / Central or State Governments <i>Please furnish copy of valid empanelment letters as documentary proof</i></p> <p>5. Should have valid GST No.</p> <p>6. They should not have incurred loss in the last 3 financial years (Please attach 3 years (2019-20, 2020-21, 2021-22) Profit &amp; Loss statement duly authorized by Chartered Accountant).</p> <p>7. Should have an minimum average annual turnover of Rs.4.5 Lakhs during the last three financial years (2019-20, 2020-21, 2021-22)</p> <p>8. Should have minimum solvency of Rs.5 Lakhs issued by a Scheduled Commercial Bank on or after 30.06.2022</p> <p>9. Should be registered with Income Tax Authority</p>

		<p><b><i>The bidders must satisfy the above criteria and furnish the relevant documents as proof. If the Vendors fails to provide relevant documents and meet the minimum eligibility criteria as mentioned above, Bank would disqualify the bidder without assigning any reason whatsoever.</i></b></p>
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**Note:**

1. Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed 'Tender for Electrical Works in New Premises of Indian Bank –Swaroop Nagar Branch, District – Kanpur Nagar' and addressed to the Zonal Manager, Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur – 208001.
2. Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions / Bids not filled up in Pen are liable to be rejected.
3. Earnest money will not carry any interest.
4. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from taking up the work in Indian Bank.
5. The Bank reserves the right to verify the particulars furnished by the applicant independently.
6. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports (if required ) from previous employers for only those firms who fulfill the aforesaid Pre- qualification criteria and that specified in Technical bid.
7. Bank is not bound to accept the Lowest (L1) bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
8. Submission of this tender document by a bidder implies that he/she has read this notice and other contract / documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
9. Return of EMD of remaining bidders who were unsuccessful in the bidding process will be done within a reasonable time say not exceeding 14 days from the date of acceptance of tender submitted by the L1 bidder.
10. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorised Signatory before submission.
11. The rates quoted by the bidder shall be based only on the specifications and conditions of the tender documents.
12. Bank is not liable to make any payment to bidders for preparation to submit the bid.
13. Clarifications, if any, pertaining to this bids may be referred to Indian Bank, Premises Department, Zonal Office Kanpur through E-mail Id – **[zokanpur@indianbank.co.in](mailto:zokanpur@indianbank.co.in)**

**ZONAL MANAGER**



## **FORM OF TENDER**

**The Zonal Manager  
Indian Bank  
Zonal Office Kanpur**

Dear Sir,

**SUB: Invitation of Tender for Electrical Work in New Premises of  
Indian Bank – Swaroop Nagar Branch, District – Kanpur Nagar**

Having examined the drawings, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We further agree to complete the work within the stipulated time as specified in the Tender Document.

I / We understand that Indian Bank is not bound to accept the lowest tender or bound to assign any reasons for rejecting our bid.

In the event of this bid being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs.5,700/- (Rupees Five Thousand Seven Hundred only)** in the event of our refusal or delay in signing the Contract Agreement.

I / We understand that Indian Bank may award the work to more than one Contractor and I / We shall make no claims whatsoever if Indian Bank accept only a part of my / our tender.

I / We unconditionally agree to Indian Bank's conditions as stipulated in the Documents.

I/We agree to keep our bid open for **90 (Ninety) days** from the date of opening of Tender.

I / We agree that incase of my / our failure to execute the work in accordance with the specifications and instructions received from the Bank during the course of the work, Bank reserves the right to terminate my work order and recover all the dues to the Bank from the payment receivable by me. Further, I may also be barred from participating in any type of bid invited by Bank or its subsidiaries in future.

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of  
Firm who has the Power to do so]

Place:

Date :

Name:

Address:

Seal:

## **PRE-QUALIFICATION CRITERIA**

The intending bidders shall fulfill the following minimum **Criteria for pre-qualification (PQ)** bidding for the above jobs: -

### **1. EXPERIENCE :**

- 1.1 Tenderer should be in the same line of activity minimum for the past 5 years in carrying out similar nature of works ending 31/03/2023. Please furnish work order / Completion Certificate / Empanelment Letter issued by PSBs / PSUs / Central Govt. or State Govt. Departments.
- 1.2 Tenderer should have carried out similar work of value in the last 3 years ending 31/03/2023 as mentioned below :

Sr. No.	Eligible Work	Value – Rs. In Lakhs without Taxes
1	Three similar completed works each costing not less than (equal to 40% cost of estimated amount)	2.30 Lakhs
2	Two similar completed works each costing not less than (equal to 50% cost of estimated amount)	2.86 Lakhs
3	One similar completed works costing not less than (equal to 80% cost of estimated amount)	4.58 Lakhs

Similar works means: Electrical Work (Electrical Wiring Works , Electrical Fixtures, etc) for any Public Sector Banks/ Public Sector Units/ Central or State Government Departments and related to Schedule of Quantities items only. Bidders have to make sure that all the relevant documents should be submitted as required for Pre-Qualification. Submission of Short-fall documents after opening of bids will not be allowed. Copy of TDS Certificate and Work Completion Certificate showing value of work satisfying the above eligibility criteria is to be mandatorily enclosed.

- 1.3 The firm must be empanelled in atleast 2 Public Sector Banks / Public Sector Units / Central/ State Government Departments
2. **TURNOVER:** Average annual turnover from the works for the last three financial years ending 31<sup>st</sup> March 2022 should not be less than Rs.4.50 Lakhs as per the audited balance sheet.
3. **PROFIT / LOSS:** - Tenderer should be a Net Profit making firm and should not have made losses in the last three continuous financial years. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year,
4. **SOLVENCY CERTIFICATE:** - The contractor should have a latest solvency of minimum amount of **Rs. 5 Lakhs** duly issued by any Scheduled Commercial Bank obtained on or after **30/06/2022**.
5. **The firm should have registered local office in Kanpur or Lucknow and should have valid and active GST No.**

**Other conditions:**

1. Interested parties meeting the above Tender criteria can download the tender document from Bank website [www.indianbank.co.in](http://www.indianbank.co.in) and submit experience profile, proof of meeting the above criteria, attested copies of completion / work in progress certificates from the clients, audited certified balanced sheet for the last 3 financial years, EPF , ESIC / GST Registration, Empanelment Letters as Contractor with various PSBs, PSUs, State PWDs, CPWD, MES & Other Government Departments.

Application not accompanied by any of the above documents and EMD will be rejected without assigning any reason whatsoever.

2. No Joint Venture or consortium of firms shall be allowed.
3. The contractor should have **adequate tools and equipment** required for proper execution of work in the prescribed time
4. The contractor should have **sufficient number of technical and administrative personnel** for proper execution of contract. The contractor should submit a list of their employees.
5. Indian Bank reserves the right to verify the authenticity of the documents submitted by the contractors. Indian Bank also reserves the right to reject any or all applications, split the works or cancel the process without assigning any reason whatsoever may be.

**ZONAL MANAGER**

### **GENERAL INFORMATION OF THE FIRM**

1	Name of the Applicant / Firm / Organization	
2	Registered Address of the Firm <b><i>(Please attach address proof as supporting document as Annexure - I)</i></b>	
3	<b>CONTACT DETAILS</b> Landline No - .....  Mobile No - .....  FAX No - .....  Email Id - .....	
4	<b>EMD Details</b> (i) Amount (Rs.) - ..... (ii) Demand Draft No. - ..... (iii) Name of the Bank - ..... (iv) Date - .....  <b><i>(Please submit EMD Details as Annexure - II. If exempted, please submit requisite proof in the form of copy of self-attested valid certification from MSME and NSIC.)</i></b>	
5	Year of Establishment <b><i>(Enclose certified copies of documents as evidence - Annexure - III)</i></b>	
6	Constitution of Firm <b><i>(Enclose certified copies of documents as evidence - Annexure - IV)</i></b>	Sole Proprietorship / Partnership / Private Ltd. / Public Ltd / Any other (Please specify)
7	Name of the Proprietor/ Partners / Directors of the Organization / Firm with Qualification <b><i>(Enclose certified copies of documents as evidence - Annexure - V)</i></b>	
8	Name/s of Authorized Signatory/ Directors / Partners with Designation and Contact No.	

9	Mode of Authorization <b>(Enclose certified copies of documents as evidence – Annexure – VI)</b>	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)
10	Details of Registration with Registrar of Companies/ Registrar of Firms. <b>(Enclose certified copies of documents as evidence – Annexure - VII)</b>	
11	Whether registered as MSME Organization? If so, provide the date of registration, validity & License No <b>(Enclose certified copies of documents as evidence – Annexure - VIII)</b>	
12	Whether empanelled with Public Sector Banks / Public Sector Undertakings / Central Govt Department / State Govt. Departments or any other Government Organization and if so, in which class and since when? <b>(Enclose Empanelment letters issued by the Organizations – Annexure - IX)</b>	YES / NO
13	Number of years of experience in this field. <b>(Enclose evidence to meet the eligibility criteria as Annexure – X)</b>	
14	Yearly turnover of the Organization during last 3 years (Year Wise) and furnish audited Balance Sheet Statement and Profit & Loss A/c. (Audited) for the last 3 years. <b>(Enclose certified copies of documents as evidence – Annexure - XI)</b>	2019 - 20 : Rs..... 2020 - 21 : Rs..... 2021 – 22 : Rs..... <b>Average : Rs.....</b>
15	Banker's Details – <b>(Please attach copy of cancelled cheque as proof – Annexure - XII)</b> (i) Banker's Name : (ii) Account No. : (iii) Type of Account : (iv) IFSC :	    



16	Solvency Certificate from the Bankers (Must satisfy minimum criteria as mentioned in NIT) <i>(Enclose certified copies of document as evidence - Annexure - XIII)</i>	
17	Registration with the Government Authorities <i>(Enclose certified copies of documents as evidence - Annexure - XIV)</i>  If firm is exempt from ESI & EPF registration as per extant guidelines, fill N.A. and an undertaking is to be submitted stating the same.	
	a) Income Tax (PAN) No. ii) Goods & Service Tax (GST) No. iii) Labour License iv) ESI v) EPF	..... ..... ..... ..... .....
18	Whether last three years IT returns filed FY 2019-20 (AY 2020-21) FY 2020-21 (AY 2021-22) FY 2021-22 (AY 2022-23)  <i>(Enclose certified copies of IT Return - As evidence - Annexure - XV)</i>	
19	Name & Value of Major Works Completed during the last 5 years.	<i>Please fill up the details in the format enclosed as Form - A &amp; enclose copies of work order and satisfactory completion certificates issued by Client, etc with this tender as Annexure - XVI.</i>  <i>Please enclose documentary proof to satisfy minimum eligibility criteria as mentioned in NIT (Point No. 15-(3))</i>
20	Name & Value of Major Works under execution	<i>Please fill up the details in the format enclosed as Form - B &amp; enclose copies of work order issued or agreement signed with the Client with this tender as Annexure - XVII</i>
21	Details of Key Personnel Permanently employed.	<i>Please fill up the details in the format enclosed as Form - C and enclose the details as Annexure - XVIII</i>
22	Details of Equipment owned by Company	<i>Please fill up the details in the format enclosed as Form - D and enclose the details as Annexure - XIX</i>

23	Furnish the names of -3- responsible persons along with their designation, address, contact no., etc., for whose organization, you have completed the above-mentioned jobs and who will be in a position to certify about the quality as well as performance of your organization.	<i>Please fill up the details in the format enclosed as Form – E and enclose the details as Annexure - XX</i>
24	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last five years by an arbitrator. If so, the details of such litigation are required to be submitted.	<i>Please fill up the details in the format enclosed as Form – F and enclose the details as Annexure - XXI</i>
25	Has the applicant or any constituent partner in case of partnership firm/ Company, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons thereof.	
26	Has the applicant or any constituent partner in case of partnership firm / Company, ever been debarred/black listed for tendering in any organization at any time? If so, give details	

**DECLARATION –**

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 tenderers will be final and binding to me/ us.
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices / Branch of Indian Bank Pan India during last 5 year from the date of application.
5. I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my/our empanelment 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. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the Indian Bank.

PLACE –

DATE –

SIGNATURE OF CONTRACTOR

NAME & DESIGNATION –

SEAL OF ORGANISATION –

**FORM - A**

**LIST OF MAJOR WORKS COMPLETED IN LAST 5 YEARS**

S.NO	NAME OF CLIENT	NATURE OF WORK	ESTIMATED VALUE	DATE OF START	PERIOD OF COMPLETION	DATE OF COMPLETION	FINAL VALUE OF THE PROJECT	REASONS FOR THE VARIATION (IF ANY)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**(Add Separate Sheet if required)**

**NOTE -**

- The supporting documents like Work Order & Completion Certificate issued by the Clients shall be enclosed.**

Name of Authorized Signatory

Sign & seal of the applicant

**FORM - B****LIST OF MAJOR WORKS UNDER EXECUTION**

S.NO	NAME OF CLIENT	NATURE OF WORK	ESTIMATED VALUE	PRESENT POSITION	SCHEDULE DATE OF COMPLETION	REMARKS IF ANY
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(Add Separate Sheet if required)

**NOTE -**

1. The supporting documents like Work Order issued by the Clients shall be enclosed.

Name of Authorized Signatory

Sign & seal of the applicant

**FORM - C**

**DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT**

S.NO	NAME	QUALIFICATION	EXPERIENCE	PARTICULARS OF WORK DONE	EMPLOYED IN YOUR FIRM SINCE	ANY OTHER INFORMATION

(Add separate sheet if required)'

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

**FORM – D**

**DETAILS OF TOOLS PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK (IF APPLICABLE)**

Sl. No.	Name of the Equipment/ Instrument	Nos	Capacity or Type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	To be purchased	Leased		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Name of Authorized Signatory

Sign & seal of the applicant



**FORM - E**

**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE  
MAJORWORKS CARRIED OUT BY THE APPLICANT**

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(Add separate sheet if required)Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any importantpoint in your favour.

Name of Authorized Signatory

Sign & seal of the applicant



**FORM - F**

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LAST FIVE YEARS  
OR CURRENTLY UNDER EXECUTION**

Year	Award for or against Applicant	Name of Client	Cause of Litigation & Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant



### **SOLVENCY CERTIFICATE FORMAT**

This is to certify that to the best of our knowledge and information M/s.....(Firm Name) having their address at ..... , is a reputed firm / company with a good financial standing.

The firm / company can be treated as good upto a sum of Rs.....(Rupees in words..... Only).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Seal and Signature of Bank's Official

Note: -

1. **Solvency Certificate should be issued on letter head of the Scheduled Commercial Bank.**
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



**FORMAT OF WORK COMPLETION CERTIFICATE**  
**(TO BE ISSUED ON LETTER HEAD OF ORGANIZATION)**

Date –

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s ..... , having their registered office at ..... who were awarded the work of ..... have successfully executed and completed the work as detailed below:

1	Work Order No & Date	:	
2	Name of Work	:	
3	Brief Scope of Work	:	
4	Location of Work	:	
5	Value of Work as per Work Order	:	
6	Date of Commencement of Work	:	
7	Revised Value as per execution	:	
8	Completion Period	:	
9	Date of Actual Completion of Work	:	
10	Whether any Penalty / Liquidated Damages imposed. If Yes, please give the reasons	:	
11	Whether the contractor employed qualified Engineer/Overseer during execution of work	:	
12	Quality of work (indicate grading)	:	Outstanding / Very Good / Good / Satisfactory / Poor
13	Did the contractor go for arbitration? If Yes, then :		
	i) Total amount of claim	:	
	ii) Total amount awarded	:	
14	Comments on the capabilities of the Contractor		Please tick one of the multiple options
	a) Technical Proficiency :	:	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial Soundness	:	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of Man Power	:	Outstanding / Very Good / Good / Satisfactory / Poor
	d) General Behaviour	:	Outstanding / Very Good / Good / Satisfactory / Poor

**Signature of Reporting Officer\* with Office Seal**

\* Officer not below the rank of Assistant Engineer or an Officer in a equivalent or higher rank for works carried out in Government Department / PSU's, Officer not below the rank of Sr. Manager of the Concerned Department / Branch Head in PSBs. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.  
 (Report must be submitted in Client's Official Letter Head and to be addressed to the enlistment authority : The Zonal Manager, Indian Bank, Zonal Office, 15/287, Civil Lines, Mall Road, Kanpur – 208001)

### **LIST OF ENCLOSURES**

<b>ANNEXURE NO.</b>	<b>PARTICULARS</b>	<b>TICK IF ENCLOSED</b>
I	Documentary Proof showing Registered Address	
II	Valid certificate from MSME and NSIC issued by Govt. of India	
III	Documentary Proof showing Year of Establishment of the Firm	
IV	Evidence showing Constitution of the Firm	
V	Certified Copies mentioning Name of Proprietor / Partner / Director of the Firm	
VI	Document showing appointment of Authorized Signatory of the Firm	
VII	Document showing details of Registration with Registrar of Firms / Companies	
VIII	Certificate of being registered as MSME Organization, if mentioned.	
IX	Empanelment Letters	
X	Document showing experience in the field	
XI	Audited Balance Sheet & Profit & Loss Statement for FY 2019-20, FY 2020-21 & FY 2021-22.	
XII	Copy of Cancelled Cheque	
XIII	Copy of Solvency Certificate issued by Scheduled Commercial Bank	
XIV	Documentary Proof of Registration in Various Govt. Authorities (PAN, GSTIN, Labour License, ESI & EPF)	
XV	Copies of Income Tax Returns of last three financial years	
XVI	FORM – A along with Copies of Work Order / Completion Certificate of the Works Completed in last 5 years to satisfy eligibility criteria mentioned in the Notice	
XVII	FORM – B along with Copies of Work Order under Execution issued by PSBs / PSUs / Central Govt. Departments / State Govt. Departments	
XVIII	FORM – C	
XIX	FORM – D	
XX	FORM – E	
XXI	FORM – F	

**NOTE: IN ABSENCE OF ANY OF THE ABOVE ENCLOSURES, YOUR APPLICATION IS LIKELY TO BE REJECTED.**

Place :

SIGNATURE

NAME & DESIGNATION

Date :

SEAL OF ORGANISATION



## **GENERAL TERMS AND CONDITIONS**

### **1. Definition of Terms / Interpretation:**

- Employer/Owner/Bank /Indian Bank/ Accepting Authority shall mean Indian Bank with their Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 inter-alia having their Zonal Office at 15/287, Civil Lines, Mall Road, Kanpur – 208001 and any of its employees representative authorized on their behalf.
- Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “biddered /tendered”, “bidding”/“tendering”, etc. are Synonymous.
- Day means calendar day. Singular also means plural
- “Contractor” means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- Tenderer: The term ‘Tenderer’ shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

### **2. Submission of Tender**

The Tender must be submitted in Original or as per details given here under. The rates shall be filled in the schedule given in Part – II of the Tender Document

Tender should be submitted in two parts in separately sealed envelopes as described below :

- PART – I : TECHNICAL BID
- PART – II : FINANCIAL BID

The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed ‘Tender for Electrical Work in Indian Bank – Swaroop Nagar Branch, District – Kanpur Nagar’ and addressed to the Zonal Manager, Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur – 208001.

### **3. Qualifying Criteria**

As given in Page No 7 & 8 of this Tender Document  
Additional Information –

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified if they have :

- Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, penalty, litigation history or financial failures etc.
- Their business banned by any Central or State Govt. Department / Public Sector Undertakings / Public Sector Bank’s
- Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.



- Any one of the partners (in case of partnership firm) or any Directors in case of pvt ltd., or public ltd firm being convicted by a Court of law.

#### 4. Site Visit

- The tenderer is advised to visit (upon prior approval), and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for the Works as mentioned in tender document.
- The tenderer and any of its personnel with authority letter will be granted permission by the Employer / Owner to enter upon its premises, but only upon the express condition that the tenderer, its personnel, and agents, will release and indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- Before submitting the Bid, the Tenderer shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, Traffic conditions / restrictions, Availability of parking space, Transportation of materials that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer/Owner.

- The Indian Bank does not bind itself to accept the lowest tender and reserves to itself the right of accepting the whole or any part of the tender and the firm shall be bound to perform the same at the rate mentioned .
- The rate quoted by the firm shall be net (excluding GST), up to the stage of incorporation and handing over site. All taxes including (excluding GST) or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this work shall be payable by the Firm and Indian Bank will not entertain any claim whatsoever in this respect.

***The rate quoted should be excluding GST.***

**The firm who wishes to bid for the above job should have GST registration and should mention the registration number.**

- The tenderer will have to deposit an EMD amount of **Rs.5,700/- ( Rupees Five Thousand Seven Hundred Only)** in the form of Demand Draft from scheduled commercial bank in India drawn in favour of "Indian Bank," payable at Kanpur. Please note that firms registered with MSME / NSIC under single point registration with valid certificates issued by GOI are exempted from submitting EMD. Necessary Certificates must accompany bid. No other type of certificate is acceptable. The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender.

The bidder must pay the amount of Earnest Money as mentioned in the NIT by Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the bidder shall be allowed. **The bidder should attach the Bank Draft along with the technical bid failing which the bid will not be considered.** No other mode of payment shall be accepted. The Earnest Money Deposit of unsuccessful bidder shall be refunded within two weeks of award of contract to the successful bidder or within one week of actual commencement of work whichever is earlier and in any case not later than three months. The Earnest Money Deposit of the successful bidder shall be refunded on the acceptance by the Employer of the Contractor's Demand Draft towards Initial Security Deposit. The EMD of the bidder, whose bid is accepted, shall be forfeit in full in case he does not start the work by stipulated date mentioned in the award letter.

Apart from EMD & ISD, **the retention amount shall be deducted from progressive running bill at 6% on the gross value of each running bill paid will be held by the Indian Bank apart from ISD until the total security deposit equals 8% of project cost.**

## 8. Initial Security Deposit

The tenderer will have to deposit an amount of 2% of Contract amount in the form of Demand Draft from Scheduled Commercial Bank in India drawn in favour of "Indian Bank," payable at Kanpur within 7 days from the date of receipt of work order as an Initial Security Deposit (ISD). The Indian Bank is not liable to pay any interest on the ISD. If the tenderer fails to provide ISD within stipulated times, it will be presumed that agency is not interested in the work and suitable action will be taken as per the tender terms.

## 9. Retention Money

The retention amount at 6% from the Gross value of each R/A or Final bills excluding GST. No interest will be paid on the Security Deposit under any circumstances will be held by the Indian Bank apart from ISD of 2%.

## 10. Release of Retention Money

50% of Total security deposit will be returned on completion of following:

- After 15 days of the payment of the final bill.  
AND
- Taking over certificate by Bank  
AND
- Tenderer's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (except for a small presence required if any for the Defect Liability Period and approved by the Indian Bank).

**Balance 50%** of retention money shall be released within 30 days after satisfactory completion of defect liability period and defects free as per the contract clauses.

11. The Firm shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
12. 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 bid or engagement in the service.
13. The tender for mentioned works shall remain open for acceptance for a period of 90 days from the date of opening of financial bid.
14. It will be obligatory on the part of the bidder to sign all the pages of tender documents.
15. The acceptance of tender will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the bids received without the assignment of a reason. Bids 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 tender in full or in part and the bidder shall have no claim for revision of rates or other conditions if his quote is accepted in parts.
16. Canvassing in connection with tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
17. All rates shall be quoted on the proper form of the Tender 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.
18. An item rate quote containing percentage below / above will be summarily rejected. However, where a bidder voluntarily offers a rebate for payment along with sealed tender, the same may be considered.

## 19. ABNORMAL RATES

*The Contractor is expected to quote after careful analysis of costs based on the specifications mentioned in the Tender. If it is noticed that the rates quoted by the Tenderer is unusually high or unusually low, it will be sufficient cause for rejection of the Tenderer unless the Employer is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the Tenderer on demand. Notwithstanding*

*anything there in stand, the rate once accepted by the Employer shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.*

20. On acceptance of the bid the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
21. 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.
22. 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 building secretary/ association. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.
23. 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 to keep areas free from getting water logged, from concrete/mortar dippings, bricks, steel, shuttering materials or any other material / rubbish.
24. Debris and items removed from the building 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.
25. Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
26. 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.
27. For painting & Lamination, sample area shall be prepared and the shade got approved. It is also advised to give computer presentation of various colour schemes to the employer before going for sample painting/Lamination.
28. The 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. Any damage so caused shall be made good at the cost & risk of the firm.
29. The successful bidders shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
30. The successful contractor shall also be responsible for the safety and security of all their 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 negligence of the Contractor
31. The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
32. The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him inline with central/ state labour wage act whichever higher.  
The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act

1988 or any modifications thereof or under any other law relating thereto and 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.

33. 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 civil 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.

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.

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 paragraphs. 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.

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 / Sub-Contractor/nominated Sub- Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub- Contractor. Such an 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 / Sub-Contractor may be in their Employer’s names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, 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.

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

34. 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.
35. If the work is not started within **7 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 is not consistent to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 day notice to the contractor. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency.

After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages.

36. The time allowed for completing the works is **25 days** to be reckoned from **4<sup>th</sup> day** from the date of Work Order / date of handing over site whichever is later. Bidder 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.
37. If the Contractor fails to complete any or all the works by the date/s named in **Clause 36** (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
38. **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 owners 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 36 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer was substituted for and the damages shall be deducted accordingly.
39. The successful bidder shall be required to execute an Agreement in the proforma attached with this tender document within **7 days** from the date of receipt of the notice of acceptance of bid. In the event of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.

40. **PAYMENT DETAILS** –

- No advance payment shall be made to the contractor on supply of any material supplied at site for execution. Payment to the contractor shall be made as per actual work done of site.
  - No interim / Adhoc Payment is allowed.
  - All bills shall be prepared by Contractor in the form prescribed by the Employer / Architects.
  - Bank will deduct the retention money as described in the Clause No 9 and the refund will be made as specified in the Clause No 10.
  - The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bills together with the measurements properly checked by Architect & Bank's Engineer in presence of Contractor. Final Bill settlement is within 30 days from the date of proper submission of bill & measurements.
41. The bidders shall separately specify at the end of the bid 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 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.

42. At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the contractor must inform the concerned Department of the Bank or Architect and after getting the approval, the same has to be incorporated by the contractor.
43. Single Power point & Water for work will be provide by Bank. The Contractors will make their own arrangement for stay of their workers and they will not be permitted to stay in the Bank Premises.
44. The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
45. The Bank reserves the right to distribute the work for which tenders have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
46. Bank shall not be responsible for any loss or damage to the contractor/ labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities
47. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the Bank before submitting the tender.
48. The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
49. The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
50. The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material / labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
51. The Bank reserves the right to accept / reject any tender without assigning any reasons.
52. Any work got executed in poor workmanship as pointed out by the Bank' Official will have to be dismantled and redone by the Contractor on his own cost
53. Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor.

#### **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.

Signature & Seal of the Firm



## **ARTICLES OF AGREEMENT**

**THIS AGREEMENT** is made on this ..... day of .....month of ..... between Indian Bank and having its Zonal Office at 15/287, Civil Lines, Mall Road, Kanpur – 208001 (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 bid documents for ‘Electrical Work in New Premises of Indian Bank Swaroop Nagar Branch, District – Kanpur Nagar’

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

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

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

Total contract price is Rs. .... + GST 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 except GST in respect of this contract. No claim in this respect will be entertained. 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.

- 3) **Completion Period:**

**Time is the essence of the Contract.** The work is to be completed in all respects within **25 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) **Earnest Money:**

The Contractor has deposited an amount of **Rs.5,700/- (Rupees Five Thousand Seven Hundred only)** as earnest money.

5) **Inspection of Site:**

The Contractor has inspected the site before submitting his bid 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 bid document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

7) **Defective Work / Materials:**

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

8) **Inspection of Work:**

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

9) **Supervision:**

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

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

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

**11) Determination of Contract:**

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

**12) Force Majeure:**

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

- Acts of God
- Earthquake or floods or similar natural calamities.
- 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 Kanpur 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".

**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**

SL NO	Description	Make of materials
1	PVC Copper Wires- PVC insulated HR-FR-LSH-LF (Heat Resistant Flame Retardant Low Smoke Halogen – Lead Free. (To be ROHS Compliant)	POLYCAB / HAVELLS / ANCHOR / KEI
2	MCCB	LEAGRANT / SIEMENS / HAVELLS, ANCHOR / L & T
3	MCB/ DB	HAVELLS / L & T / SIEMENS / ANCHOR / LEAGRANT
4	LT Cable	POLYCAB / FINOLEX / HAVELLS / ANCHOR
5	CHANGEOVER	INDO ASIAN / GE / STANDARD / HAVELLS / ANCHOR / SIEMENS
6	ELECTRICAL FIXTURES	PHILIPS / CROMPTON / HAVELLS / ORIENT
7	GLAND / LUGS	Dowells/comet approved Equivalent
8	INDICATION LAMP	L&T / TEKNIC
9	SWITCH / SOCKET / MS BOXES	ANCHOR (ROMA) / HAVELLS (CRAB TREE) / L& T / LEGRANT
10	PVC ELECTRICAL PIPES & FITTINGS (ISI APPROVED)	AVON PLAST / ASTRAL / ANCHOR / PRECISION /HAVELLS
11	SPEAKER	BOSCH / AHUJA
12	RJ 11 socket / Call Bell & Other Accessories	ANCHOR (ROMA) / HAVELLS (CRAB TREE) / L& T / LEGRANT
13	G.I. Pipes and Fittings (ISI approved)	TATA / JINDAL

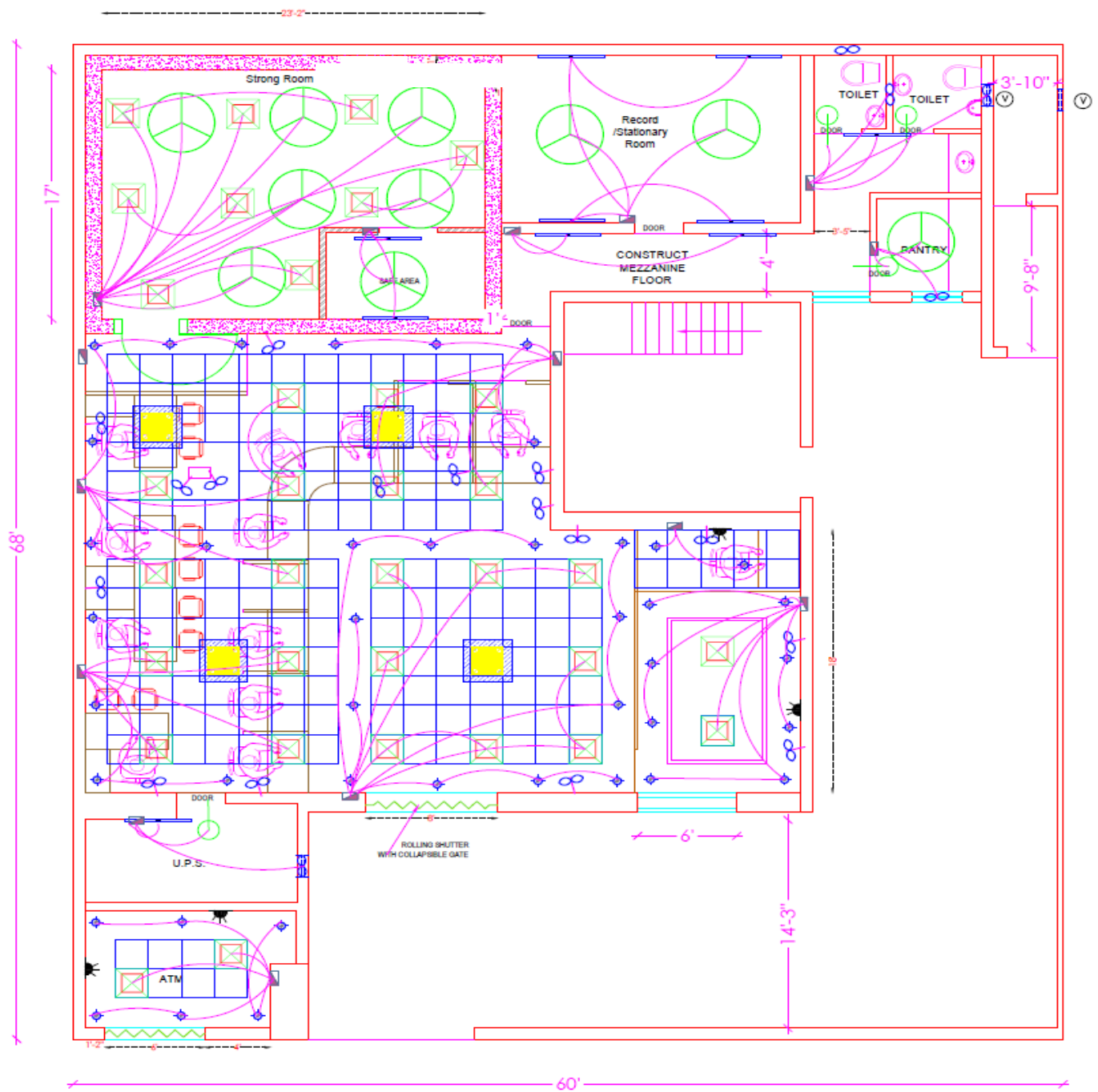
Note –

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


**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR:**

**Date:**



OPTION-11

<b>PROJECT</b> PROPOSED LAYOUT OF INDIAN BANK BRANCH AT SWAROOP NAGAR- DISTRICT KANPUR- U.P	<b>DRAWING</b> <u>FURNITURE LAYOUT</u>	<b>NORTH</b> 	<b>SCALE</b> N.T.S.  <b>DATE</b> APRIL 2023	<b>ARCHITECT</b> <b>MOHIT &amp; ASSOCIATES</b> ARCHITECTS, INTERIORS, DESIGNERS 1-2/51A VINAY KHANDGOMTI NAGAR, LUCKNOW - 226012, U.P. INDIA
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