

INDIAN BANK

**PROPOSED DATE CENTER INTERIOR &
RELATED WORKS FOR
INDIAN BANK, HEAD OFFICE, 2ND FLOOR,
#66, RAJAJI SALAI, CHENNAI**

NOTICE INVITING TENDER

Architect:

**Creative Architects & Interiors
1st Floor, A.R.Complex,
No.1090, Poonamalle High Road
Chennai – 600 084.**

This document contains 33 pages

TENDER DOCUMENT

Name of the work	Proposed Turnkey Data Center Interior & related works for Indian Bank, Head Office, 2 nd Floor, #66, Rajaji Salai, Chennai
Name of the Employer	Indian, Bank, Corporate Office, Premises, Estate & Expenditure Dept, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014. Ph: 044 -28134300 (ext. 4501, 4401, 4306) Fax – 044-28134021
Name of the Tenderer	
Name of the Architects	M/s Creative Architects & Interiors 1 st Floor, A.R Complex, #1090, Poonamalle High Road, (Near to Daily Thanthi) Chennai – 600 084.

The Notice of Invitation to Tender

To:

Sir,

**TURNKEY DATA CENTRE INTERIOR & RELATED WORKS AT INDIAN
BANK HEAD OFFICE BUILDING AT SECOND FLOOR, 66, RAJAJI
SALAI, CHENNAI, 600001**

Sealed tender on item rate basis under 2 bid system are invited from the Tenderers who qualifies the minimum eligibility criteria subsequent to press advertisement for turnkey comprehensive Data centre works involving Interior, civil, Fire Detection & Suppression System, BMS/ACS, External/Internal Electrification, Fire safe solution and PAC works and allied works, Estimated to cost Rs. 2.00 crore (apprx.) at Indian Bank, Head office, 2nd floor, 66, Rajaji Street, Chennai 600 001.

The cost of tender document Rs. 300/- (Rupees Three Hundred Only) (non – refundable) shall be enclosed in the form of DD favouring Indian Bank, Head Office Expenditure Department, Chennai along with Technical Bid documents.

The work comprises of Data centre works involving Interior, civil, Fire Detection & Suppression System, BMS/ACS, External/Internal Electrification, Fire safe solution and PAC works and allied works. The tender documents (Technical and Price bid) can be downloaded from Bank's website [www.indianbank.in /tenders](http://www.indianbank.in/tenders) from 18.10.2012 to 08.11.2012

The tenders should be submitted in sealed covers each separate with the superscription giving the Name of the work. The EMD in the form of D.D (favouring Indian Bank, Head Office Expenditure Department, Chennai) / Bank guarantee from any scheduled Bank in favor of Indian Bank, Corporate Office, Chennai shall be enclosed in the Technical Bid documents. Tenders submitted without EMD & Tender cost will be rejected.

Salient features of Contract:

Estimated cost of the work	: Rs.2.00 crore
Earnest Money	: Rs. 4,00,000 (Rupees Four lakhs Only) by crossed demand draft Payable at Chennai and drawn in favor of <u>Indian Bank, Chennai or Bank Guarantee from any scheduled bank in favour of Indian Bank, Corporate office, Chennai</u>
Time of Completion	: 4 Months
Date for downloading tender	: 18.10.2012 to 08.11.2012
Pre-Bid Meeting	: 05.11.2012 - 11AM at Bank's Corporate Office, Chennai
Time and date of submission	: Before 3.00pm on 19.11.2012 as per instructions in Tender documents.
Time and date of opening	: Technical Bid with EMD @ 3.30pm on same day
Price Bid Opening	: Will be informed to the technically qualified bidders
Working Time	: 24 hrs

Indian Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Assistant General Manager (P&E)
Indian, Bank, Corporate Office,
Premises, Estate & Expenditure Dept,
No. 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.
Ph: 044 -28134300 (ext. 4501, 4401, 4306)
Fax – 044-28134021
Email: hoestate@indianbank.co.in

GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS

- 1 Tenders are hereby invited by Indian Bank, for the Turnkey Data Center interior & related works at Indian Bank, Head Office, 2nd floor, Chennai.
- 2 Contract documents consisting of the plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the persons whose tenders may be accepted, and which will also be found in the form of tenders, can be downloaded Indian, Bank's website a said above.
- 2a. The Intending tenders have to enclose the TDS copy of the eligibility work as given in the PQ document along with other documents.
- 3 Tenders, which should always be placed in sealed cover, with the name of the project written on the envelope "TURNKEY DATA CENTRE INTERIOR & RELATED WORKS FOR INDIAN BANK, HEAD OFFICE, 2ND FLOOR, 66, RAJAJI SALAI, CHENNAI – 600 001" will be received by Asst. General Manager (P&E) Indian, Bank, Corporate Office, Premises, Estate & Expenditure Dept, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014..
- 4 In case of tenders, dates of submission opening of the tenders and the parts thereof along with the superscription of the packages should be as per specific instruction on the tender notice/form.
- 5 Earnest money amounting to Rs. 4,00,000/- (Four Lakhs only) in the form of Bankers Demand Draft drawn in favour of "Indian Bank, Head Office Expenditure Department", payable at Chennai must accompany each tender in a separate sealed cover superscripting "Tender for Data Center Interior & related works for Indian Bank, Head office, 2nd floor, #66, Rajaji Salai, Chennai – 600 001. EMD amount will not carry interest. Unless the rate is in whole rupees and followed by the words "only" it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
- 6 The Indian Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 7 The rate quoted by the Tenderer shall be net, up to the stage of incorporation and handing over site. All taxes including Sales Tax or any other tax on material or on finished works like work's contract tax, Turn-over Tax, Service Tax, Octroi, Excise duty, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Indian Bank will not entertain any claim whatsoever in this respect. The tenderers shall indicate separately the present rate of service tax/WCT/Excise duty considered in arriving at the quoted amount..
- 8 The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
- 9 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 or engagement in the Tenderers service.

- 10 The tender for works shall remain open for acceptance for a period of 90days from the date of opening of Tender (technical bid). If any tenderer with draws his tender before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 11 The tender for the work shall not be witnessed by a Tenderer or Tender who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.
- 12 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts. After the work is awarded, the successful tenderer will have to enter into an agreement with the Competent Authority in the INDIAN BANK.
- 13 The tenderer apart from being a competent Tenderer must associate himself with specialized agencies competent on the respective field for services like Data centre Electrical, Air conditioning etc.,
- 14 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not remit the initial security deposit within the stipulated period or start the work by stipulated date mentioned in the award letter.
- 15 The retention amount at 5% on the value of the bill paid will be held by the Indian bank and will be released at the end of Defects liability period, subject to satisfactory rectification of defects noticed, if any, and against consultant's certificate. EMD & retention amount held in our Indian bank's books will not carry any interest.
- 16 The acceptance of a tender will rest with the Indian Bank and the Indian bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- 17 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 18 All rates shall be quoted on the proper form of the tender alone.
- 19 An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment along with sealed tender, this may be considered.
- 20 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Employer / Architects shall be communicated to the Employer.

- 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 queries on the tender document should reach the bank by Fax or email (hoestate@indianbank.co.in), at least 2 days before the Pre-Bid meeting. The purpose of the pre-bid meeting is to ensure that the bids will be submitted without any conditions and to clarify all issues raised by the bidders.

Assistant General Manager (P&E)
Indian, Bank, Corporate Office,
Premises, Estate & Expenditure Dept,
No. 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.

FORM OF TENDER

To,

Assistant General Manager (P&E)
Indian, Bank, Corporate Office,
Premises, Estate & Expenditure Dept,
No. 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014..

Dear Sir/s,

**“TURNKEY DATA CENTRE INTERIOR & RELATED WORKS FOR INDIAN BANK,
HEAD OFFICE, AT 2ND FLOOR, 66, RAJAJI SALAI, CHENNAI – 600 001”**

Having duly examined the tender documents including the drawings, specifications, designs bill of quantities relating to the works specified in the under written memorandum and having visited / inspected the site of the said works and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified therein at the rates specified in the Bill of quantities and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender, the Articles of Agreement, Special Conditions, if any, the Bill of quantities and Conditions of Contract and with such materials are as specified, by and in all other respects in accordance with such conditions in the Bill of quantities and conditions of contract so far as applicable.

Thanking You,

Contractors Name & Signature

Date and Company Seal:

MEMORANDUM

Name of Work	TURNKEY DATA CENTRE INTERIOR & RELATED WORKS FOR INDIAN BANK, HEAD OFFICE, 2ND FLOOR, 66, RAJAJI SALAI, CHENNAI – 600 001
Earnest Money	Rs.4,00,000/- will not carry interest
INITIAL SECURITY Deposit	2% of the accepted value of tender
Percentage to be deducted from bill (Retention Money)	5% in each running bill. Total Security deposit will be 7%.
Time allowed for the work	Date of commencement shall be 14 days from the date acceptance letter issue to the Tenderer or date of handing over whichever is later

SPECIAL INSTRUCTIONS TO TENDERERS

1. Time of Completion, Extension of Time & Progress Chart

Time of Completion:

The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within fourteen days from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the Tenderer.

The work shall not be considered as complete until the Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

Extension of Time:

If in the opinion of the Employer/Architects / PMC 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 neighboring owners or (c) by the works, or delay, of other Tenderers or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades of (1) from other causes which the Employer may consider being beyond the control of the Tenderer, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect there for. 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 Tenderer shall, immediately give the Employer, written notice thereof. Nevertheless the Tenderer shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for a extension of time as above provided. the decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Tenderer) 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 5 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended dated fixed by the Employer were substituted for and the damage shall be deducted accordingly.

Progress of Work:

During the period of construction, the Tenderer shall maintain proportionate progress on the basis of a Programme Chart submitted by the Tenderer immediately before commencement of work and agreed to by the Employer / Architects. Tenderer should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

2. Defects Liability Period (DLP)

- a) It must be realized that this period is for exposure of “latent defects” such as settlements, shrinkages or expansion cracks, undue weathering and wear due to faulty material and workmanship.
- b) The DLP commences from the certified date of Virtual Completion issued by the Architects.
- c) In specialist contracts viz. for anti-termite and water-proofing treatment and the like, where the work is warranted to remain efficient and trouble-free for five to ten years through a specific guarantee on a stamp paper, an appropriately worded amendments should be included in the contract documents to point out that the period of warranty supersedes the defects liability period stated in conditions of contract.
- d) Whenever the Indian bank is of the view that the defects in the workmanship and/or materials used are likely to be apparent only over a long period, the Defect Liability Period may be extended as deemed fit.
- e) DLP – 1 year from the Date of issue Virtual completion for Interior, Civil, fire Detection & Suppression System, BMS/ACS, External/Internal Electrification, Fire safe solution and for PAC works the same shall be 2 years.

3. Date of Commencement

Normally, date of commencement shall be either 14 Days from the date the acceptance letter is issued to the Tenderer or the day on which Tenderer is instructed to take possession of the site, whichever is later.

4. Date of Completion

Date of completion shall be arrived at after adding the time allowed for the execution of the work to the date of work order.

5. Liquidated Damages for Delay (LD)

The entry for the quantum of LD per week of delay, appropriate for the case in hand, should be 1.00% of the tendered value of work subject to max of 10%

6. Period of Final Measurement

The entry for the period of final measurement after completion shall be made after taking into account the complexity of the work and staff available for carrying out measurements.

All hidden works shall have already been measured as the work progressed in presence of Tenderers, Indian bank, Architect and respective specialized consultants to check up the quality and method of installation.

It should be noted that unless a longer period is stipulated, the condition of contract generally lays down three months (maximum) from the date of completion of the contract as the period of final measurement. Even though the maximum period of three months is mentioned, it shall be endeavored to complete the measurements as expeditiously as possible.

7. Value of Work for Interim Certificate

The minimum value of work done, entitling the Tenderer to receive an interim payment is Rs.40, 00,000/-.

8. Period of Honoring Interim Certificate

The period shall be ten days, from the date of receipt of the Certificate from the Architect along with 'M' book only signed by the Tenderer consultants & Architect.

9. Period of Honoring Final Certificate

The period shall be 45 days from the date of receipt of the final certificate from the Architect along with 'M' book duly signed by Tenderer, Consultant and Architects and statutory certificates wherever necessary.

10. Retention Money

The retention percentage (i.e. deduction from interim bill) shall be 5% of the gross value of each interim bill. The maximum amount of retention money shall be the balance amount of the Total Security Deposit. 50% of the retention amount will be refunded to the Tenderer on completion subject to the following:

- Issue of Virtual Completion Certificate by the Architect.
- Tenderer's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (excepting for a small presence required if any for the Defect Liability Period and approved by the Indian bank)
The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the Contract, including site clearance.
- No claim certificate

11. Receiving, Opening and Recording of Tenders

Part-A (Technical bid) and Part-B is to be submitted in duplicate. The tenderers are required to submit the tender documents marked "*Original*" and "*Duplicate*" in Part-A & B.

Part-A tender will be opened at **15.30** hours on the same day as the last day of the receipt. In case of postal delivery, the tenderer has to ensure that the tender is received before the due date and time. The Indian bank will not be responsible for the damage in transit and delay in receipt of tender if any.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Architects.

1. Interpretation

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to him except where the subject or context otherwise requires:

- i. Employer: The term Employer shall denote Indian bank with their Head office at and any of its employees representative authorized on their behalf.
- ii. Tenderer: The term Tenderer shall mean (to the firm the contract is awarded) and his / their heirs, legal representatives, assigns and successors.
- iii. Site: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Tenderer's use.
- iv. Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work.

All drawings relating to work given to the Tenderer together with a copy of schedule of quantities are to be kept at site and the Employer / Architects/PMC shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed Drawings are necessary Tenderer shall prepare such detailed drawings and or dimensional sketches there for and have it confirmed by the Employer/ Architects/PMC as case may be prior to taking up such work.

The Tenderer shall ask in writing for any clarifications.

- v. "The Works" shall mean the work or works to be executed or done under this contract.
- vi. "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- vii. "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- viii. "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced With the accepted quoted rates of the Tenderer.

2. Scope

The work consists of Construction of Employer's (details of work) in accordance with the " drawings" and " Schedule of Quantities". Interior, Civil, fire Detection & Suppression System, BMS/ACS, External/Internal Electrification, Fire safe solution and PAC works at Indian Bank, Head office, 2nd floor, 66, Rajaji Street, Chennai 600 001

Scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer/ Architects. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Tenderer to inform the Employer/ Architects and to furnish and install such detail with Employer's/ Architect's concurrence, so that upon completion.

Employer or his agent (PMC)/ Architects may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Employer's/ Architect's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work shall not vary Rs. 10,000/- (in such case the estimated amount due to addition of the amount exceeds Rs. 10,000/- the same shall be refer to the employer with recommendation for approval).
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the Tenderer and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the Tenderer/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability period).

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

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. Tenderer shall Visit the Site

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish with Police Permission etc., The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be

entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer or his representatives/ Architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. Tenders

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the every page. Signature will indicate the acceptance of the tender papers by the tenderer. The schedule of quantities shall be filled in as follows:

- a) The "Rate" column to be legibly filled in ink both English figures and English words.
- b) Amount column to be filled in for each item and the amount for each sub head as detailed in the " Schedule of Quantities".
- c) All corrections are to be initialed.
- d) The "Rate Column" for alternative items shall be filled up.
- e) The " Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- f) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/ Architects detailed analysis of any or all the rates shall be submitted. The Employer/ Architects shall not be bound to recognize the Tenderer's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer/ Architects.

The employer has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Tenderer without authorization from the Employer. No variation shall vitiate the contract. Please also refer to para 9 hereinafter.

The tenderer shall note that his tender shall remain open for consideration for a period as specified in General rules and Instructions under Item no 10. from the date of opening of the price - bid of the tender .

5. Agreement

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

6. Permits and Licenses

Permits and licenses for release of materials which are under Government control will be arranged by the Tenderer. The employer will render necessary assistance, sign any forms or applications that may be necessary.

The Employer/ 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.

It may be clearly understood that no compensation or additional charges can be claimed by the tenderer for non-availability of such materials in due time on this account or according to his own requirements.

7. Government and Local Rules

The Tenderer shall conform to the provisions of all local Bye-laws and Acts relating to the 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, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

8. Taxes and Duties

The tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax, Service Tax, VAT or any other taxes or local charges if applicable.

No extra claim on this account will in any case be entertained.

The tendered shall keep necessary books of A/C & other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly authorized representative of the employer and or the Engineer-in-charge and further shall furnish such other information / document as the employer may require from time to time.

9. Quantity of Work to be executed

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only apart or the whole or any excess thereof without assigning any reason therefore.

10. Other Persons Engaged by the Employer

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

11. Earnest Money and Security Deposit

The tenderer will have to deposit an amount of Rs.4,00,000/- (Rupees Four lakhs Only) in the form of Bankers Demand Draft or Bank Guarantee from scheduled commercial bank in India drawn in favour of “ Indian Bank,” payable at Chennai at the time of submission of tender as an Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the acceptance of the selected bidder after award of work or after the expiry of the validity period of the tender .

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a sum to 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender.

Apart from the Initial Security Deposit made as above, retention money shall be deducted from progressive running bills @ 5% of the gross value of each running bill until the Total Security Deposit, i.e., the initial Security Deposit plus the retention money equals 7% of the project cost. 50% of the total security deposit shall be released on successful completion of the works and after obtaining Virtual completion certificate from the Architect and No Claim certificate by the bidder to the employer.

The balance retention amount will be refunded to the Tenderer 14 (fourteen) days after the end of defects liability period as mentioned in point no. 2 of this special condition of contract provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money. A part of the Security Deposit if and as decided by a constituent Indian bank can also be furnished in the form of a Indian bank guarantee on a Indian bank other than that of the constituent Indian bank

12. 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 of the employer/ Architects / PMC whose decision shall be final and binding.

The Tenderer shall provide himself for ground and fresh water for carrying out of works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the Tenderer for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no

extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The Tenderer shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection 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 any 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 Employer/ Architects.

The Tenderer shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct. The Tenderer shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. , in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

13. Time of Completion, Extension / of Time & Progress Chart

1. Time of Completion: The entire work is to be completed in all respects within the stipulated period 4 months time is the work shall be deemed to be commenced within 14 days from the date of acceptance letter or date of handing over the site whichever is later essence of the contract and shall be strictly observed by the Tenderer. The work shall not be considered as complete until the Employer/ Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

2. Extension of Time: If in the opinion of the Employer/ Architects/ PMC 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 neighboring owners or (c) by the works, or delay, of other Tenderers or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades or (f) from other causes which the Employer may consider being beyond the control of the Tenderer, 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 lock-outs, as are referred to above, the Tenderer shall, immediately give the Employer, written notice thereof. Nevertheless, the Tenderer shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to

the period to be allowed for an extension of time for completion here under (which decision shall be final and binding on the Tenderer) 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 Special Instruction clause 5. with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

3. Progress of Work : During the period of construction the Tenderer shall maintain proportionate progress on the basis of a Programme Chart submitted by the Tenderer immediately before commencement of work and agreed to by the Employer / Architects. Tenderer should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

14. Tools, Storage of Materials, Protective Works and Site Office Requirements

The Tenderer shall maintain a site office with site engineer to receive instruction notices or communications etc.,

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The Tenderer shall provide at his own cost all artificial light required for the work and to enable other Tenderers and sub-Tenderers to complete the work within the specified time.

The Tenderer shall use the toilets identified by the Indian bank for use of their workmen and keep the same in a clean and sanitary condition to the satisfaction of the Indian bank / Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the Tenderer to prevent the breeding of mosquitoes on the works during the construction, and all receptacles; cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes.

The Tenderer shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

The Tenderer shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry , building structure other than those approved by the Employer .

Protective Measures: The Tenderer from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Tenderer shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The Tenderer shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of materials: The Tenderer shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub- Tenderers and remove same on completion. Cement should be stored one foot above the ground level and have raised floor.

Tools: The theodolite levels, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Tenderer for the due performance of this contract as instructed by the Site Engineer. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the Tenderer.

The maistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 3 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Tenderers as he chooses for checking the works executed or being executed on the contract. The Tenderer should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by sub-Tenderers for their work.

15. Notice and Patents of Appropriate Authority and Owners

The Tenderer shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye- laws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/ Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/ Architects on receipt of such intimation shall give a decision within a reasonable time.

The Tenderers shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

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

16. Clearing Site and Setting out Works

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost. The Tenderer shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Tenderer shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The Tenderer shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

17. Tenderer Immediately to Remove All Offensive Matters

The Tenderer shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The Tenderer shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

18. Access

Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the, workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Tenderer shall give every facility to the Indian bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

19. Materials, Workmanship, Samples, Testing of Materials

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/ Architects during the execution of the work, and to his entire satisfaction.

If required by the Employer/ Architects the Tenderer shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/ Architects at his own cost to prove that the materials etc. Under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Tenderer. No extra payment on this account should in any case be entertained.

All works to be carried out generally as per BIS Specifications.

Branded items, i.e., BIS compliant items specified in the tender shall not be tested separately. However the other items if approved by Indian bank are subjected to testing as per tender specifications.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Tenderers must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted displayed to the Employer/ Architects when so directed by the Engineer/ Architects and written approval from Employer/ Architects must be obtained prior to placement of order.

During the inclement weather the Tenderer shall suspend concreting and plastering for such time as the Employer/ Architects may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to

rain, storm, or neglect of Tenderer shall be rectified. by the Tenderer in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock -outs or any other cause, the Tenderer shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

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

The contractor shall prepare for approval of Architect the “ Co-ordinated services drawings” for pre-planned openings so that the alterations are reduced to the minimum.

20. Removal of Improper Work

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the Tenderer refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Architects shall be borne by the Tenderer or may be deducted from any money due to or that may become due to the Tenderer. No certificate which may be given by the Architects shall relieve the Tenderer from his liability in respect of unsound work or bad materials.

21. Site Engineer/Project Management Consultant:

The term "Site Engineer/PMC" shall mean the person/agencies appointed and paid by the Employer to superintend the work. The Tenderer shall afford the Site Engineer/PMC every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer/PMC shall have no power to revoke, alter, enlarge or relax any requirements of the Tenderer or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer

The Site Engineer/PMC shall have power to give notice to the Tenderer or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer if any. But such examination shall not in any way exonerate the Tenderer from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the Tenderer shall take instructions only from the Architects/Employer or his representative.

22. Tenderer's Employees

The Tenderer shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with

instructions of the Employer/ Architects. The Tenderer shall engage at least one experienced Engineer as site-in-charge for execution of the work. The Tenderer shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Tenderer shall employ local labourers on the work as far as possible. No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.

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

The Tenderer shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act 1936
- b) Employer's Liability Act 1938
- c) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961
- f) Minimum Wages Act 1948
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.

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

The Tenderer shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Tenderer's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Tenderer shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Tenderer to prevent nuisance of any kind on the works or the lands adjoining the same.

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

Compliance of labour regulations:

23. Dismissal of Workmen

The Tenderer shall on the request of the Employer immediately Withdrawal / remove from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such Withdrawal / Remove shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

24. Assignment

The whole of the works included in the contract shall be executed by the Tenderer and the Tenderer shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the Tenderer from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

25. Damage 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 indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage 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 Tenderer shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Tenderer and the Employer 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 any thing which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

26. 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 .00Lakh per accident.

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 Employer, in the joint names of the Employer and the Tenderer for such amount and for any further sum if called to do so by the employer, the premium of such further sum being allowed to the Tenderer as an authorized extra.

The Tenderer shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Tenderer in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

27. Accounts, Receipts & Vouchers

The Tenderer shall, upon the request of the Employer furnish them. with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Tenderer shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Tenderer as to the amount of materials the Tenderer is required to use for any work under this contract.

28. Measurement

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

29. Payments

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

The Employer/ Architect shall issue a certificate after due scrutiny of the Tenderers' bill stating the amount due to the Tenderer from the Employer and the Tenderer shall be entitled to payment thereof, within the period of honoring certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an advance of 75% of the billed Amount may be paid on the request of the Tenderer for the smooth progress of the work. The amount stated in an interim certificate shall be the total value of work properly executed and 75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Employer as retention money vide clause 11 of the general conditions of contract, less TDS, less works contract tax of 2% of cost of civil works and 4% of cost of electrical works and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods

as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties .

The Employer will deduct retention money as per tender conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the Tenderer, the cost of any such materials or goods will be, progressively deducted from the amount due to the Tenderer in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually, done and completed, and shall not preclude the Requiring of bad, unsound, and- imperfect or unskilled work to be; removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Tenderer within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Site Engineer and payment shall be made within three months. Payment will be made 75 % against supply of materials & 25 % against erection and commissioning, less statutory deductions.

30 Final Payment

The final bill shall be accompanied by a certificate of completion from the Consultants & Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of the general conditions of contract, works contract tax at 2% for civil works and 4% for electrical works, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's/ Architects' certificate that the Tenderer has rectified all defects to the satisfaction of the Employer/ Architects. The acceptance of payment of the final bill by the Tenderer would indicate that he will have no further claim in respect of the work executed.

The contractor has to submit 2 copies of "As built drawings" of A2 or A1 size and CD duly certified by the Architect to the Bank along with final bill documents. Along with Every bill the contractor has to submit the photographs of the work executed.

31. Variation/Deviation

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

32. Substitution

Should the Tenderer desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer/ Architects has to be obtained in writing.

33. Preparation of Building Works for Occupation and Use on Completion

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

On completion the Tenderer shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-cases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Indian bank.

34. Clearing Site on Completion

On completion of the works the Tenderer shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/ Architects.

35. Defects after Completion

The Tenderer shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Tenderer and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the Tenderer, deduct from any money due to the Tenderer a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Tenderer from the amount retained under General Rules and instruction Special Instruction Clause 5 together with any expenses the Employer may have incurred in connection therewith.

36. Concealed Work

The Tenderer shall give due notice to the Employer/ Architects whenever any work is to be buried in floor / earth, concrete, ceilings or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the Tenderer's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/ Architects shall be accepted as correct and binding on the Tenderer.

37. Escalation

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. unless specifically provided in these documents.

38. Idle Labour

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

39. Suspension

If the Tenderer except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the Tenderer requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the Tenderer shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Tenderer fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clause 42 (Termination of Contract by Employer).

40. Termination of Contract by Employer

If the Tenderer being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater Part, in number or amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Tenderer in insolvency, shall repudiate the contract, or if a Receiver of the Tenderer's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore. or if the Tenderer shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Tenderer, or shall assign, charge or encumber this contract or any payments due or which may become due to the Tenderer, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Tenderer within three clear days after the notice shall have been given to the Tenderer in manner hereinafter mentioned requiring the Tenderer to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the Tenderer so to do shall have been given to the Tenderer as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Indian bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the Tenderer the whole on which shall continue in force as fully as if the Contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Tenderer (without thereby creating any trust in favour of the Tenderer) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Tenderers or other persons or person to complete the works, and the Tenderer shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Tenderers or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice

in writing to the Tenderer to remove his surplus materials and plants and should the Tenderer fail to do so within a period of 14 days after receipt by him the employer may sell the same by Public Auction and shall give credit to the Tenderer for the amount so realized. Any expenses or losses incurred by the employer in get the works carried out by other Tenderers shall be adjusted against the amount payable to the Tenderer by way of selling his tools and plants or due on account of work carried out by the Tenderer prior to engaging other Tenderers or against the Security Deposit.

41. Arbitration

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, I to the Tenderer a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The Tenderer shall on receipt of the names as aforesaid, select anyone of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall there upon without any delay appoint the said person as the Sole Arbitrator. If the Tenderer fails to communicate such selection as provided above within the period specified, the competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the Tenderer the panel of three names as foresaid within the period specified, the Tenderer shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select anyone of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Tenderer accordingly, the Tenderer shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the, arbitration proceedings and no payment due or payable to the Tenderer shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute, in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid. The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the Tenderer hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

SAFETY CODE AND MODEL RULES FOR PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

Safety Measures

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. Personal Safety Equipments

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Tenderer should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any material that is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) 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 following precautions should be taken:
 - i. No paint containing lead or lead products shall be used except in the form of pastier or ready-made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

- iii. Overalls shall be supplied by the Tenderer to the workers and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- iv. when the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps take for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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 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.

Drinking Water

- a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking.

Where drinking water is obtained from and intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

Electricity

The bidder has to make his own arrangements for electrical power to carry out the work, in view of the Power restrictions imposed by State Electricity board.

Agreement Format:

ARTICLES OF AGREEMENT made the _____
 _____ of day _____ 2012 between Indian bank in the district of
 Chennai (hereinafter called "the employer") of the ONE PART
 and _____ in the district of
 (hereinafter called 'the contractor')

WHEREAS the employer is desirous of In Data Centre works Interior, Civil, fire Detection & Suppression System, BMS/ACS, External/Internal Electrification, Fire safe solution and PAC works Indian Bank, Head Office, at 2nd floor, Chennai . as per schedule I to this agreement and has caused drawings, bill of quantities, and a specification describing the work to be done as prepared by M/s Creative Architects & Interiors, 1st Floor, A.R.Complex, #1090, Poonamalle High Road, Chennai- 84. (Herein after called the "the Architects").

AND WHEREAS the said drawings as per schedule II to this agreement inclusive, the bill of quantities and the specifications as per Architect's specification I M.D.S.S I local PWD specifications as I highway manuals I The Indian standard specifications have been signed by or on behalf of the parties hereto:

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in schedule III hereto (hereinafter referred to as "the said conditions") the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs. _____ (Rupees _____ only

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Inconsideration of the sum of Rs. _____ (Rupees _____)

only to be paid at the times and in the manner set forth in the said condition, the contractor will upon and subject to the said conditions execute and complete the works shown up to the said drawings and described in the said specification and bill of quantities.

2. The Employer will pay to the contractor the said sum of Rs _____ (Rupees _____) only or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The term "the Architects" in the said conditions shall mean M/s. Creative Architects & Interiors, 1st Floor, A.R.Complex, #1090, Poonamallee High Road, Chennai- 84. Or in the event of their ceasing to be architects for the purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the arbitrator mentioned in the said conditions. Provided always that no person subsequently appointed to be architects under the contract shall be entitled to disregard or overrule any decision or approval or direction give or expressed by the architects *for the time being*.

4. The said conditions, specifications and priced bill of quantities shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by

and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions, specifications and priced bill of quantities contained.

SCHEDULE-I

Data Centre works Interior, Civil, fire Detection & Suppression System, BMS/ACS, External/Internal Electrification, Fire safe solution and PAC works Indian Bank Head Office, at 2nd floor, Chennai

SCHEDULE-II

Contains drawing number

SCHEDULE –III

Correspondence between contractor and client
As witness our hand the day and year first above written.

Signed by the said employer
In the presence of witnesses

Name: _____
Occupation: _____
Address: _____

Name: _____
Occupation: _____
Address : _____

Signed by said contractor (s):
In the presence of witnesses:

Name: _____
Occupation: _____
Address: _____

Name: _____
Occupation: _____
Address: _____

