

**Corporate Office : Estate Dept, Chennai**

**Notice inviting tenders in two bid system for providing Integrated Facility Management for Indian Bank, Corporate Office Building, Royapettah, Chennai**

**January, 2013**

**TECHNICAL BID**

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This tender document contains 37 Pages

## **NOTICE INVITING TENDER**

### **Para 1 - Introduction**

Indian Bank Corporate Office is functioning in a modern Hi-Tech Office building at Royapettah, Chennai. The building has a built up area of 1.85 lakh sq.ft., having Basement+Ground+3 upper floors and terrace. The complex has been designed and constructed as a green building.

This building can accommodate about 800 staff, and has parking facility for nearly 100 cars and 200 two wheelers. It is a majestic building that is aesthetically designed. The building is certified with ISO 9001:2008 accreditation for Facility Management Services.

The Bank proposes to call for tender for the Integrated Facility Management of the complex for which sealed bids are being called for in 2 parts viz. Technical Bid and Financial Bid, from reputed Contractors fulfilling the criteria stipulated in the NIT. The document may be down loaded from our web site [www.indianbank.co.in](http://www.indianbank.co.in).

**Part 2 - Memorandum**

Annual Estimated Cost	<b>Rs. 88,00,000/- -</b>
Start date of issue (downloading tender)	<b>29.01.2013</b>
Last date of downloading tender	<b>12.02.2013</b>
Pre-Bid Meeting	<b>07.02.2013 11-00 A.M.</b> at Corporate Office Building
Earnest Money Deposit	<b>Rs.2.00 lakh</b> by crossed Demand Draft payable at Chennai and drawn in favour of Indian Bank, Chennai (Or) Bank Guarantee as per format given in Annexure III.
Validity of Quoted Rates	To be renewed every year. Bank will make an increase of 8% in the payment for the 1 <sup>st</sup> Year (2014-15) and 2 <sup>nd</sup> Year (2015-16), <b>based on the satisfactory performance of the contractor</b> . Bank also reserves the right to terminate the contract and for go for fresh tender.
Time & Last Date of submission	<b>Before 3-00 P.M. on 18.02.2013</b> as per the instructions in tender documents
Time & Date of opening of Technical Bid	<b>3-30 P.M. on 18.02.2013.</b>
Time & Date of opening of Financial Bid	To be intimated only to the Tenderers qualifying in Technical bids

1. Sealed tenders are invited from reputed Contractors fulfilling the eligibility criteria stipulated in NIT for providing Integrated Facility Management contract for Indian Bank.
2. The period of contract shall be for a period of **3 years**, to be renewed every year based on satisfactory performance of the successful Tenderer as mentioned in the table above.
3. Tenders are to be in the prescribed form which can be downloaded from our Bank's web site [www.indianbank.in/tenders](http://www.indianbank.in/tenders). An amount of **Rs.2,000/-** (non-refundable) by Demand Draft in favour of Indian Bank CO, Chennai towards the **cost of tender** can be submitted along with Technical bid.
4. Tenderers are required to submit the bid in 2 parts namely **Technical bid** and **Financial bid**. The Technical bid containing General Conditions of Contract, Pre-qualification documents are to be submitted sealed in one cover **along with EMD and cost of tender**. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope and wax sealed and super-scribed '**Tender for Integrated Facility Management of Indian Bank Corporate Office at Royapettah**' and addressed to the Assistant General Manager, Indian Bank, Corporate Office : Premises, Expenditure and Estate Dept., No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014. Bids not following the above procedure will be liable for rejection.



5. Earnest money will not carry any interest.
6. Conditional tenders, late tenders, tenders without EMD and application fee or EMD and application fee not enclosed with Technical Bids will summarily be rejected. Any tender received open, late or not meeting all the tender condition is liable to be rejected.
7. The Bank is not bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
8. Bank reserves the right to terminate the services of the contractor at any point of time by giving one month notice, if the services are not found to be satisfactory.
9. Submission of a tender by a tenderer implies that he has read this notice and other contract / tender documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
10. The bidders are requested to visit the site, before quoting their rates for the work.
11. Clarifications, if any, pertaining to this tender may be referred to Indian Bank, CO; Premises, Expenditure and Estate Dept., on telephone no. **044-28134501 / 4306 / 4401 / 4498**.

**Chennai,**  
**Date : 28.01.2013**

**ASSISTANT GENERAL MANAGER**  
**CO : Premises, Expenditure and Estate Dept.**  
**INDIAN BANK**

### Part 3 - Instruction to Tenderers

1. The Tenderer should quote the rates and amounts in figures as well as in words. All rates shall be quoted on the proper form of the tender only.
2. The Schedule of quantities given in the tender document are meant to indicate the broad scope of the works and to provide uniform basis for bidding
3. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The acceptance of a tender will rest with Indian Bank which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason.
4. The tender shall be a lumpsum contract covering all charges/ expenses as stipulated in the bid document. The lowest tender (L1) will depend on the total amount of the Integrated Facility Management charges quoted for the **entire contract period of one year** and this shall be the accepted value of the work.
5. The Contractor shall give a list of his relatives working with Indian Bank along with their designations and addresses.
6. The conditions for Integrated Facility Management are given in Part 5. The Contractors may inspect the building on working days from **05.02.2013 to 09.02.2013 between 10.00 a.m. & 5.00 p.m.** with the prior permission from the department concerned.
7. The Tenderer, whose tender is accepted will be required to furnish **within 14 days** from the date of communication of the award of contract,
  - A **security deposit** in the form of a crossed Demand Draft payable at Chennai and drawn in favour of Indian Bank Corporate Office, Chennai or Bank Guarantee for an amount equivalent to 10% of the annual value of the contract (Or) Rs.8 Lakh, which ever is higher
  - **Performance Guarantee** as per the approved format of the Bank
8. The return of EMD of remaining tenderers who were unsuccessful in the tender process will be done within a reasonable time say not exceeding 30 days from the date of acceptance of tender/tenders. Earnest money will not carry any interest.
9. The EMD of Tenderer whose tender is accepted, shall be forfeited in case he does not submit the Security Deposit within the stipulated period.
10. The Tenderer shall be bound to perform the work during the contract period at the rates and amounts quoted.
11. On acceptance of the tender, the name of the authorised representative of the Contractor who would be responsible for taking instructions from the Bank shall be communicated to the Bank.
12. In case the contract is awarded, the awardee Contractor has to enter into an agreement with the Bank as per the draft enclosed to these tender documents.

13. **Sales Tax or any other tax on material or on finished works or Service Tax any other taxes in respect of this contract shall be payable by the Contractor** only and the Bank will not entertain any claim whatsoever in this respect. Tenderers should have applicable tax registrations (PAN, TIN, VAT, CST etc. supported by documentary evidences.
14. No former employee of Indian Bank is allowed to work as a Contractor or as an employee of the Contractor within two years of his retirement / resignation from the Bank's service, without previous permission of the Bank. The Contractor has to give a declaration to this effect. This 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 Bank as aforesaid before submission of the tender or engagement in the Contractor's service.
15. The tender shall remain valid for acceptance for a period of **90 days** from the date of its opening. If any Contractor withdraws his tender before the said period, then the Bank shall be at liberty to forfeit the Earnest Money Deposit.
16. It will be obligatory on the part of the Tenderer to sign on all pages of the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the Bank as given in **Annexure II** on a duly stamped paper.
17. Canvassing in connection with tender is prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
18. The rates quoted shall inclusive of all taxes, duties, levies etc. However, in case of any revision in the tax structure during the currency of the contract, the contractor can raise the bill for the increased tax component, with necessary proof for the same.

#### Part 4 - Pre-qualification Criteria/ Documents

Indian Bank intends to pre-qualify contractors who have the requisite qualifying experience in Integrated Facility Management works as specified below:

Work Experience during the last **5** years ending 31.03.2012 in carrying out similar works and who fulfill the following pre-qualification criteria.

- a. Three similar\* completed works each costing not less than Rs.36.00 Lakh each per annum, each year  
(OR)
- b. Two similar\* completed works each costing not less than Rs.44.00 Lakh each per annum, each year  
(OR)
- c. One similar\* completed work costing not less than Rs.71 Lakh each per annum, each year

\* Similar completed work shall mean carrying out Integrated Facility Management work (excluding Service Tax), includes housekeeping and maintenance of buildings, plumbing, sanitary and electrical maintenance including substation maintenance, air conditioning work maintenance including AC plant operation, carpentry works etc. in one contract.

- The firm should be registered/incorporated in India
- Should have an office at Chennai (**Telephone No. and address to be furnished**) with atleast **250** people on its rolls of which atleast **125** should be on permanent rolls based at Chennai. The staff deployed to Indian Bank should include technical, administrative personnel and others as follows (Min requirement) for proper execution of contract :

Facility Manager (with electrical 'C' license)	1
Supervisors (House Keeping)	3
Supervisors (Electrical) with 'B' license	2
House Keepers	27
Electricians (incl.two in the night)	5
Carpenter	1
AC mechanics/ operators	4
Plumbers/ pump operators	3
Lift operator	1
Generator operators	2
<b>Total</b>	<b>49</b>

The agency should submit a list of the above employees as per format in Annexure I.

- The Tenderer should be having experience of **at least 5 years** in providing **Mechanized/Semi-Mechanized** Facility Management work and must have executed similar Facility Management contract in any State/Central Government/Public Sector Undertakings/Statutory bodies/reputed Business/Software parks.



- Attested copies of performance certificate issued by the clients of the Tenderer should be enclosed, in support of their experience.
- The Tenderer must have an average annual **turnover of Rs.36.00 lakh** (Rupees Forty lakh only) each during the last three years.
- Should possess valid , ESI, PF, Registration Certificate (Remittance challans for the past 6 months should be enclosed along with the technical bid).
- The Tenderer should be registered with Service Tax Department.
- Should be income tax assessee (copy of PAN to be enclosed).
- Valid ISO certification for Mechanized/Semi-Mechanized Housekeeping services, if available, may be mentioned and attested copies of certificates to be enclosed.
- The Tenderer should provide a Banker's **Solvency Certificate for Rs.40 Lakh** issued by a scheduled Bank **on or after 30.09.2012**.
- Bids containing inadequate information/documents will be liable for rejection.
- Pre-qualification criteria as stated above shall be scrutinized against supporting documents.
- The Tenderer would be liable for disqualification if it is found at any stage of the bid process that
  - (a) Misleading or false representations have been made or deliberately suppressed any relevant information in the forms, statements and enclosures required in the pre-qualification document.
  - (b) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures / weaknesses, etc.

Those who are technically qualified after opening of Technical Bids, will be short listed and their commercial bids only opened. Applicants who do not satisfy the above conditions will not be considered

Bank reserves the right to reject any or all applications without assigning any reason whatsoever.



### **IMPORTANT INSTRUCTIONS TO APPLICANTS WHO DOWNLOAD THE PQ DOCUMENT FROM WEB**

The applicants who have down-loaded the PQ from the web, should read the following important instructions carefully before submitting the PQ documents:-

- a) The applicants should see carefully & ensure that the **complete PQ document** contains **8** pages in total (counting from the Letter of Transmittal) which includes 6 forms (A-F).
- b) The printout of PQ document should be taken on 'A 4' size paper only & the printer settings etc. are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
- c) The applicant should ensure that **no page** in the down-loaded PQ document is **missing**.
- d) The applicant should ensure that all pages in the down-loaded PQ document are **legible, clear** & are printed on a good quality paper.
- e) The applicant should ensure that **every page** of the down-loaded PQ document is **signed by applicant with stamp (seal)**
- f) The applicant should ensure that the down-loaded PQ document is properly **bound and sealed** before submitting the same.
- g) In case of any correction / addition / alteration / omission in the PQ document by the applicant, it shall be treated as non – authenticated and is not acceptable.
- h) The applicant shall furnish a declaration to the effect that no addition deletion / corrections have been made in the PQ document submitted and it is identical to the PQ document appearing on Website.
- i) The applicant should read carefully & **sign the declaration** before submitting the PQ document.
- j) In case of any doubt in the down-loaded PQ document, the same should be got clarified from CO:Estate Department of Indian Bank functioning at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai- 600014, Ph No: 28134501 / 4306 / 4401 / 4498 before submitting the PQ document.



**LETTER OF TRANSMITTAL (In the Contractor's Letter Head)**

To  
 The Assistant General Manager,  
 Premises, Expenditure & Estate Department,  
 Indian Bank, Corporate Office,  
 No. 254-260, Avvai Shanmugam Salai,  
 Royapettah,  
 Chennai - 600014.

**Sub: Pre qualification document for Integrated Facility Management contract for Indian Bank, CO Premises at Royapettah, Chennai.**

Sir,

Having examined the details given in pre-qualification document for the above work, I/we hereby submit the PQ documents (downloaded from web) and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to G and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We also authorize Officials of Indian Bank to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We also submit prescribed declaration in respect of downloaded PQ document.(Applicable only in case of application on downloaded PQ document)
5. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

SL. No.	Name of Work	Certificate from

Enclosures:  
 Seal of applicant  
 Date of submission

Signature(s) of applicant(s)



(TO BE GIVEN BY THE APPLICANT WHO HAVE DOWNLOADED THE PQ DOCUMENT FROM THE WEB )

It is to certify that

- 1) I / We have submitted the PQ document in the proforma as **down-loaded directly from the web site & there is no change in formatting, number of pages etc.**
- 2) I / We have submitted PQ document which **are same / identical** as available in the website.
- 3.) I / We have **not made any modification / corrections / additions etc** in the PQ documents downloaded from web by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of PQ document submitted by us are **clear & legible.**
- 5) I / We have **signed (with stamp) all the pages** of the PQ document before submitting the same.
- 6) I / We have **sealed** the PQ documents properly before submitting the same.
- 7) I / We have submitted the cost of PQ document.
- 8) I / We have read carefully & understood the instructions to all the applicants & to the applicants who have down-loaded the PQ document from the web.
- 9) In case at any stage later, it is found that there is difference in our downloaded PQ documents from the original, BANK shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

Dated:

Signature(s) of applicant(s)

**FINANCIAL INFORMATION**

Copies of audited balance sheet of the Company including Profit and Loss Account for the last 3 years ended 31.03.2012

i.e.

2009-10

2010-11

2011-12

**Please note : The Company should have been a profit making one during the last 3 years.**

SIGNATURE OF APPLICANT(S)

**FORM 'B**

**DETAILS OF ALL WORKS OF SIMILAR CLASS CONTRACTS DURING THE LAST FIVE YEARS  
ENDED 31.03.2012**

SL NO	Name of Organization & location	Contact person for reference, if any	Area of premises and other details	Scope of work	Cost of Contract (Rs. in lakh)	Date of commencement as per contract	Period of contract	Whether renewed during subsequent periods	Litigation/ Arbitration pending / In progress with details	Any other information
1	2	3	4	5	6	7	8	9	10	11

**\* PLEASE NOTE : Details to pertaining to only all Maintenance (Civil, Electrical, AC and allied works) and House keeping services / contracts**

Signature of Applicant(s)

**FORM C**

**DETAILS OF OTHER MAINTENANCE / HOUSE KEEPING CONTRACTS IN HAND**

SL NO	Name of Organization & location	Contact person for reference, if any	Area of premises and other details	Scope of work	Cost of Contract (Rs. in lakh)	Date of commencement as per contract	Period of contract	Litigation/ Arbitration pending / In progress with details	Any other information
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Signature of Applicant(s)

**PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B' & 'C'**

1. Name of the work & Location.

2. Contract cost

3. Contract period (From/ to)

4. Performance report based on Quality of Work,  
Time Management, Technical competency  
and Resourcefulness

: Very Good / Good / Fair /  
Not satisfactory

DATE :

**Authorized Signatory :**

**STRUCTURE AND ORGANISATION**

1. Name and address of the applicant
2. Telephone No./Fax No/E-Mail address.
3. Legal Status (attach copies of original document defining the legal status)
  - (a) An Individual
  - (b) A proprietary Concern
  - (c) A Firm in partnership
  - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
  - a) Registration Number.
  - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
6. 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.
8. 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:
9. Has the applicant or any constituent partner in case of partnership Firm or any Director in case of a Company or any criminal proceedings presently pending, ever been convicted by a court of law? If so, give details.
10. In which field of Housekeeping / maintenance works, you can claim specialization and interest
11. Any other information considered necessary but not included above.

**SIGNATURE OF APPLICANT(S)**



**FORM F**

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY**

SL NO	Donation	Total Number	Names	Qualification Professional Experience	Length of continuous service with employer
1	2	3	4	5	6
					7

**Note : additional information about Technical personnel , if any , may be submitted on separate sheet.**

Signature of Applicant(s)

**Part 5 – General conditions for Integrated Facility Management contract**

1. The Contractor agrees and undertakes to render the Integrated Facility Management service for Indian Bank Corporate Office building at Royapettah, Chennai as per its requirements and to its satisfaction.
2. The Contractor undertakes to obtain any licence, permit, consent, sanction etc. as may be required or called for from / by local or any other authorities for doing such work. The Contractor undertakes to obtain such permission / licence, code numbers etc. as may be required under the Contract Labour (Regulation and Abolition) Act, 1970, The Employees Provident Fund and Miscellaneous Provisions Act 1952, The Minimum Wages Act 1948 etc. The Contractor undertakes to produce the permission / licence etc. so obtained and furnish to the Bank copies thereof as and when required. The Contractor shall be responsible for any contravention of the local / Municipal / other laws / rules / regulations. It is reiterated that the minimum wages paid to the workmen shall be as per Central / State Government Minimum wages Act, whichever is higher and which is being updated from time to time.
3. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Bank.
4. The Contractor agrees and undertakes to bear all the taxes, rates, charges, levies, claims whatsoever as may be imposed by the State / Central Government or any local body or authority in respect of his contractual obligations. The Contractor agrees to furnish proof of such payments and compliance of the obligation including registration, certificate, clearance certificate etc. that may be required by the Bank from time to time.
5. The Contractor shall indemnify the Bank against any claims, damages, loss or penalty including the costs thereof arising out of any breach or violation of any of the provisions of all the laws including the labour laws as applicable from time to time governing the employees employed by the Contractor.
6. The Contractor shall devote his full attention to the work, incl. purchase, of consumables and shall discharge his obligations under this agreement most diligently and honestly to the full satisfaction of the Bank. The Contractor shall ensure the availability in person of at least one Manager from 9 am to 6 pm in CO Royapettah complex who is competent to supervise the functioning of all contract labour and fulfill the requirements of the Bank.
7. The Contractor shall provide uniforms to his staff and wearing of uniforms is compulsory for the staff during their working hours. Prior approval from the Bank may be taken for the colour and pattern of the uniform. The Contractor undertakes to ensure that all his employees shall always appear for work in well groomed and presentable condition i.e. male staff members should be properly shaved with cut and set hair, clean and properly pressed uniform etc. while Female staff members should be neatly groomed.



8. The Contractor shall carryout all the instructions which may be given by the Bank concerning any aspect of Integrated Facility Management services.
9. The contract may require the deployment of minimum 49 persons having good character. The Contractor shall ensure that their Key Personnel in the premises i.e. Manager, electricians, plumbers and other Technicians etc. who are on duty at any point of time always keep a Mobile Telephone in 'on condition ' at Contractor's expense and promptly answer the calls made by competent officials of IB.
10. The Contractor shall keep and maintain proper books of accounts, supported by vouchers, for inspection by any authorised person of the Bank.
11. The Contractor shall not engage any subcontractor for rendering the services mentioned in this contract, without the prior written consent of the employer, and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their process.
12. The Bank shall be the sole authority to decide on the quality of service rendered by the Contractor. In case the performance of the Contractor is found unsatisfactory, the Bank shall have the right to terminate the agreement without giving any notice and without any compensation to the Contractor.
13. All questions relating to the performance of the obligations under this agreement and all the disputes and differences which may arise either during or after the agreement period or other matter arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Bank. The Contractor hereby agrees to be bound by the decision of the Bank.
14. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demand or assignment in the premises or any part thereof by the Bank to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the agreement period either by flux of time or otherwise.
15. The Bank shall have the right to withhold any reasonable sum from out of the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of the Bank as to payment of all statutory and other dues or compliance with other obligations.
16. The Contractor is required to furnish, as per the Tender terms:
  - A **security deposit** in the form of a crossed Demand Draft payable at Chennai and drawn in favour of Indian Bank Corporate Office, Chennai or Bank Guarantee for an amount equivalent to 10% of the annual value of the contract (Or) Rs.8 Lakh, which ever is higher
  - **Performance Guarantee** as per the approved format of the Bank



If the Contractor fails to perform his functions stipulated in this contract properly to the satisfaction of the Bank, the Bank has the right to terminate the contract by giving due notice. In such case, the contractor shall forfeit the entire security deposit. In case of any loss, damage, pilferage, theft etc. occurs in the premises or for any of the losses or damages either liquidated or un-liquidated, the Bank can initiate proceedings against the Contractor for the recovery of damages / losses and the Bank can, in addition to all such remedies, forfeit the security deposit. On the question whether loss or damage is caused or not, the decision of the Bank shall be final. Security deposit or balance of security deposit after recoveries shall be returned within three months after termination/ cancellation / end of contract.

17. The Contractor shall indemnify the Bank against any claims, damages, loss or penalties including the costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him.
18. The Contractor shall be solely responsible and liable for all payments due to his employees including salaries, wages, over time wages, if any, statutory payments, contributions to Provident Fund and Employees State Insurance, bonus, gratuity if payable, provision of uniforms/ID cards/shoes and all other payments of whatsoever nature.
19. The Contractor shall be responsible for fulfilling the requirements of all statutory provisions of The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Gratuity Act, The Employees' Provident Fund & Miscellaneous Provisions Act, 1952, The Employees' State Insurance Act, 1948, The Contract Labour (Regulation & Abolition) Act, 1970 and all other applicable laws at his own cost and risk in respect of all the persons employed by him. The Contractor shall maintain the records required to be maintained under the statutory enactments and an authorized representative of the Bank shall be entitled to inspect the records at any time. In general, the Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour laws applicable from time to time. If, due to any reason whatsoever, the Bank is made liable to pay any liabilities payable by the Contractor under any of the applicable laws, the Bank shall recover the same from the Contractor.
20. If the Contractor is unable to serve effectively as a result of strike or go-slow by his staff, it shall be open to the Bank to terminate the contract forthwith besides claiming damages.
21. The Contractor shall take "all risk policy" for the contract value and workmen compensation policy for the workers engaged in the work for this contract and shall provide certified copies of the insurance policies to the Bank.
22. The Contractor shall arrange for suitable substitute if any of his staff is absent.
23. At 3<sup>rd</sup> Floor, separate and suitable personnel should be posted to attend to the top most Executives and they should be able to converse fluently in English and Hindi besides Tamil.
24. The Contractor and his employees should use only the space allotted to them by the Bank for their office etc. Any additional space used will be charged commercially.

25. The Contractor shall use his own books, forms and stationery and shall pay for services like telephone, air-conditioners, photocopier, fax, etc. if availed from the Bank.
26. The Contractor shall co-ordinate with other persons / firms / Annual Maintenance Contractors etc. engaged by the Bank for any specific work for smooth execution of the same.
27. The Bank agrees to provide certain items and facilities as described below:
  - a. Premises and furniture for staff to do their work
  - b. Electrical bulbs, tubes, fuses, switches in their rooms etc
  - c. Electricity
  - d. Water
28. The contractor shall ensure that adequate quantity of water, diesel etc are made available to meet the daily as well as special requirements on account of functions in Conference halls etc. In case of inadequate supply of water from the Chennai Metro Water Supply & Sewerage Board, the Contractor shall coordinate with the water supplier approved by the Bank to ensure adequate supply. It shall be the responsibility of the Contractor to ensure that the ordered quantity of water is received in time and fully unloaded.
29. Annual Maintenance Contract for AC plants, generators, lifts etc. will be at Bank's cost.
30. The Contractor undertakes to have a control over the maintenance of all the items and in case of any loss or damage to Bank due to improper operation / maintenance of the equipments, the Contractor is solely responsible.
31. The Contractor has to bear day-to-day expenses towards disinfectants, room refresher sprays etc. For removal of doubts it is made clear that fogging machine shall be operated every day at about 6.30 pm during March to August and at about 5.30 pm during September to February and the contractor has to bear the expenses of Megadhlene (or any similar chemical approved by IB)
32. Ensuring availability of liquid soaps in wash basins, naphthalene balls and toilet papers in urinals and toilets and refilling the same as and when required. Spruce up and disinfect all the toilets and shower areas including wash basins with phenyl daily and provide Odonil, naphthalene balls in all the toilets regularly. They have to keep the bathing cubicles provided in Top Executive washrooms in good condition.
33. The Supervisors and electricians should be present round the clock. Required number of log books of good quality paper to the satisfaction of Bank should be provided by the contractor.
34. The Contractor has to make available the services of the carpenters for all maintenance works.
35. The Contractor has to make proper arrangements for disposal of waste and refuse. The waste and refuse shall be put inside polythene bags of prescribed colour and



of not less than the prescribed thickness before arranging to shift the same out of IB HO complex. Solid waste shall be segregated and removed before letting out waste water from work area/kitchen to the drain. As this building is certified as 'Green Building, disposal of waste should satisfy the requirements of 'Green Building' codes & standards.

36. The Bank shall pay the cost of materials only, if any, for the repair works and prior permission of the Bank shall be taken before incurring such expenditure. The Contractor shall furnish necessary vouchers, supporting the expenditure incurred by them for repairs. The contractor shall keep the equipments and other items provided to him by the Bank in usable condition and to carry out day to day maintenance or minor repairs / replacement.
37. Machines/equipments brought by the contractor should always be in working conditions
38. If any defects occur in the machinery, the same shall be substituted with a working machine. If the machine needs to be taken out without substitution, the Office Manager or any other designated officer as nominated by Indian Bank shall approve the machinery out pass and the same should be returned within 3 days.
39. The Contractor shall ensure that all security requirements are complied with by their staff. The contractor shall ensure that all necessary assistance is rendered by their staff to the security personnel deployed by the Security Agency engaged by IB.
40. The security guards deployed by the Security Agency engaged by IB shall permit any items / materials to be taken out of IB only with necessary gate-passes. The contractor shall ensure that their staff subject themselves for security check up including physical frisking ,whenever required, without any protest.
41. The Contractor will be responsible for any pilferage, loss, theft, damage of furniture, electrical equipments or any other article from the premises, if found guilty.
42. The Contractor shall, abide by the rules and regulations of the local authorities, sales tax authorities, income tax authorities etc. besides the provisions under various labour laws and Acts of the State and Central Governments in force from time to time.
43. The Tenderer must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful Tenderer shall engage only such workers, whole antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems.
44. The Contractor is liable for payment of penalty, at the discretion of the Bank, upto a maximum of Rs.500/- per day for poor services, inadequate staff, failure to control insects & bedbugs, cockroaches/rats, poor washing of Chair towels, etc and/or for non compliance of any terms of the contract and the same shall be recoverable from the bills payable to the Contractor.



45. Income tax and other statutory levies, if any, will be deducted by the Bank from the bills payable to the Contractor as per Income Tax Rules and other statutes applicable from time to time.
46. The Contractor shall maintain a register of complaints and redress the complaints.
47. The Bank reserves the right to terminate the contract without giving any prior notice and without assigning any reason therefor.
48. The rates quoted by the Contractor shall be firm during the period of contract.
49. All disputes and differences arising out of or in anyway concerning the contract shall be settled after holding necessary discussions between the parties. However, in the event of any dispute / difference remaining unsolved, the same shall be referred to a sole Arbitrator to be appointed by the Bank for this purpose. The decision of the Arbitrator shall be final and binding on both parties. In case of any dispute, the jurisdiction shall be the Courts at Chennai.
50. All litigations in respect of this contract are subject to the jurisdiction of the Courts in Chennai only.
51. The maintenance bills will be paid by the Bank monthly (before 10<sup>th</sup>).
52. The **tentative date for commencement** of work under this contract shall be **7 days from the date of award of contract**, within which the contractor is required to mobilize his men and materials.
53. The following activities shall also form a part of the contract :
  - Lifting, carrying and disposing the dead birds/animals, rats, insects etc. if found in and around the office building.
  - Removal of beehives and cobwebs/honey webs from the office building and its premises.
  - Cleaning and sweeping of open area including balconies, basement and roof tops with brooms.
54. The successful Tenderer should get the approval of Indian Bank on the following:
  - Cleaning materials – type / Brand
  - Cosmetics like soap, power etc - type / Brand
  - Type/ brand of bare minimum machinery & equipment proposed to be deployed for mechanized cleaning activities (The same are in addition to the regularly used mops/ brooms/ Buckets etc.)
  - Format of cleaning Schedule – Daily, weekly, Fortnightly, etc. that is to be maintained and duly acknowledged by Office Manager of Indian Bank.
  - Format of stock statement should be duly acknowledged by Office Manager of Indian Bank.

The agreement shall be in force for a period of one year from the date to be specified by the Bank and it may be extended for further period of maximum two years depends on the satisfactory performance of the tenderer.

The Office Manager of Indian Bank shall be the Nodal Officer. The contractor should report to him only and act per his directions.

## Part -6 – Frequency of Housekeeping jobs

Please note :

1. Consumables like Room freshener, insect spray etc. should be of ISI Mark or of standard Make.
2. Supply of Material and Consumables: The stores are to be replenished at least 5 days in advance.
3. Supply of Cleaning Equipment, Tools etc: The Successful Tenderer shall arrange all tools and tackles for cleaning, sweeping, wiping, scrubbing, polishing and washing in and around the area. The successful Tenderer shall also arrange for equipments/material that may be required for providing house keeping and maintenance services at their own cost.
4. Proper stock statements/ cleaning schedules etc. have to be maintained as per the approved format of the Bank

### a. Jobs to be done daily

- Cleaning, sweeping, mopping and wiping of floors, staircase on daily basis including Saturdays or as required by officer-in-charge. Cleaning activity shall start in the morning at 7.00 A M so to complete all the dusting/cleaning/moping work before 9.00 A M.
- Continuous mopping to be done at reception floor and other floors during office hours (10.00 A M to 5.00 P M)
- Thorough cleaning of all toilets using required detergent, by placing naphthalene balls and air purifier in all urinals, wash basins and WC area. Cleaning and perfuming of all common toilets and urinals, wash basins shall be normally done 5 times a day (8.00, 11.00 am, 2.00, 4.00 & 6.00 pm) with detergents and more frequently on other occasions/areas as per the requirement informed by the Bank officials from time to time.
- Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows Venetian blinds, racks, sofas, Computers, telephone, curtains, wall mounted fans etc., with dry/wet cloth, feather brush and duster. **This includes cleaning the internal surface of the glass façade (all floors).**
- Special scented purifiers shall be sprayed at least twice daily in all rooms, cabins, bathrooms, reception conference halls lifts lobby, lifts etc. Special care to be taken for daily spraying of perfumes in the CMD's/EDs'rooms, Rooms of other Executives/Officers Office room, Library etc. and Conference Halls on days of use.
- Inside roads all around to be swept and washed daily morning.
- Daily upkeep of sports materials, TV, Radio, VCR and all electric and electronic items like computers, DVD player etc. and control over magazines, newspapers and other Bank materials.
- Daily maintenance of office rooms at the beginning of the day.
- Maintenance of sanitary and water supply installations and fountains.
- Cleaning of all furniture like tables, chairs and side racks in rooms of Executives, Office every day.
- Maintaining proper readings with respect to electricity, AC plant pumps, water level etc. at periodical intervals.



### **b. Jobs to be carried out Weekly**

- Acid (as approved by Bank) cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic moppper/scrubbing machine to be used at least once in a week.
- Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherette Upholstered sofa set and chairs with soap solution/cleaning agent of approved quality.
- Cleaning of brass letters by brasso (polish).
- Cleaning of all carpeted areas, dust from doors, partitions, Venetian blinds, fabrics (curtains), sofa sets, cushioned chairs etc. with vacuum cleaner once a week.
- Cleaning of all floor mats once a week
- Cleaning and washing the edge drains in the basement

### **c. Jobs to be carried out Fortnightly Basis**

- Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- Polishing of brass items with approved brass cleaning material.
- Dusting of false ceiling etc, with soft broom and cloth.
- Cleaning of sofa sets with soap water/vacuum cleaners.
- Washing and cleaning of driveways, parking areas and roads within the premises.
- Lift lobby and all toilets floors and other areas, as may be directed by office In-charge, shall be cleaned with floor scrubbing machine.
- Removal of cobwebs in the common areas/basement

### **d. Jobs to carried out monthly basis**

- All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be property wax polished.
- Total office area floors to be cleaned with floor scrubbing machine, wherever required, as per directions of officer-in-charge.
- Curtains/Executive chair towel must be laundered once a month.
- Fans, AC units, water coolers, refrigerators and electrical points to be cleaned once a month.
- All overhead tanks and sumps to be cleaned once a month.
- Monthly cleaning to be made for all the light fittings including street lights, fans, AC grills etc.
- Board room chairs towels should be laundered, pressed and placed in position before the meeting day, which will be informed by the Bank in advance.

### **e. Jobs to be done as and when need arises**

- Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito/cockroach killers shall be of ISI mark.
- Cleansing of open drains / storm water drains and ensuring smooth flow. Open drains which are meant as storm water drain shall be kept neat and tidy.



- Removal of the blockages in sullage/sewage pipe lines, man holes, septic tanks wherever the need arises either by manual / mechanical cleaning without any extra cost to the Bank. The cleaning to be done till the office compound and for cleaning work from compound wall to CMWSSB pipe line, Bank will bear the expenses.
- *Mechanized/Semi-mechanized cleaning the external glass façade with approved quality materials as suggested by Bank (4 - 6 times in a year maximum).*
- Cleaning of AC FRP Cooling Towers – 3 Nos. (4 times in a year maximum and atleast once in a quarter).
- Removing the submersible collection sump pumps in the basement, cleaning & re-fixing the same for proper removal of slush from the basement.
- Cleaning the 'rain water harvesting' pits and keeping them in good condition.
- *Cleaning of Kitchen Exhaust Duct ( both ducts in staff and Executive kitchens) as per the requirements( atleast 3 times in a year)up to the terrace.*

#### **f. Others**

- Pest control treatment is to be done by the Contractor every quarter in the entire IB complex.
- In Executive rooms, laundered towels to be provided twice a week (Sunday and Thursday) or earlier. Whenever any occupant vacates a room, rooms should be kept ready for occupation quickly.
- Provide at least 4 nos of medium size naphthalene balls in each cupboard of rooms and toilets at their cost all the time.
- The kitchen, dining hall etc. should always be kept clean and hygienic.

**Part 7 - Jobs requiring special attention****MAINTENANCE OF BOARD ROOM/ CONFERENCE ROOMS**

1. The entire area & fittings in Board room / conference halls, Executive rooms including the places below chairs, tables and all corners etc. should be thoroughly checked up before and after every Meeting Session and to be maintained orderly. If any damage / loss is caused, the same should be reported immediately.
2. The Contractor shall ensure the presence of lift operator in Executive lift on all the occasions when the Board rooms/Conference Hall is put to use.
3. Suitable disinfectants, sprays to be applied wherever necessary.
4. In the rooms of Executives/ Executive toilets/ Board room/ Conference Halls, the cosmetics like soaps, cleansing liquids, Talcum Powders/ Perfumes shall be of Brand/ quality approved by Indian Bank.
5. The Contractor shall ensure that no posters / stickers, advertisements are pasted on the walls or the chairs of the Board / Conference rooms unless otherwise permitted in writing by IB.
6. The Contractor shall engage trained workmen to operate the fire fighting installation systems installed in the IB complex in case of any emergency with the assistance of 'Fire Guards'.

**Part 8 - Schedule of works to be carried out for maintenance of electrical installations, generators etc.**

1. To carry out regular operations and maintenance of 11 KV AVR, RMG Unit, Single Panel, 11 KV sub-station, 4 pole structure and 2 nos. 800 KVA transformer, 2 number of HT Transformer, MCBs, MCCBS etc.
2. To carry out maintenance of earth pits and neutral / body earth of sub-station, M V Panel, Generators with AMF Panel and their routine maintenance.
3. To carry out routine operation, periodical maintenance of raising mains, floor panels, UPS panels, floor DBs (LDB, PDB, UPSDB) ETC.
4. To carry out operation and general maintenance of MV installation, AC plants (3 x 250 TR), VRF AC System, Split / Window AC units, Generators, lighting switch boards, lifts etc. at various blocks / floors and routine inspection and preventive maintenance.
5. To carry out operation and general maintenance of 2 nos. 750 KVA DG set and routine maintenance as per manufacturers' specifications.
6. To carry out operation of lighting at Board rooms, conference halls, Meeting rooms etc.
7. To maintain all electrical installations like light fittings, ceiling fans, plugs, geysers etc. and other office equipments in entire IB complex.
8. To attend breakdown calls at all switch boards, lighting / power switch boards.
9. To maintain necessary registers / log books for breakdown calls, stock maintenance etc. as a part of ISO audit requirements.
10. To maintain necessary log book for generator, diesel etc.
11. General maintenance of all lifts, electrical switches, Lightning arrestors etc. existing and to be installed in future.
12. Contractor's staff should also receive breakdown calls for AC units / water coolers / etc. and coordinate with the concerned Agencies for restoration of service.
13. The Contractor should station Supervisors/Electricians ('C' and 'B' Licence Holders) on all days. They should be efficient / experienced to operate Sub Station/ Transformer / other points / generators and allied works, as per Indian Electricity rules
14. The Contractor should provide necessary technical staff for day-to-day maintenance
15. The Contractor should also provide staff during leave vacancies of the above staff.
16. The concerned attendant and the electricians should be available during the Annual Inspection by Central Electricity Authorities.

17. The Contractor should provide necessary technical staff for electrical, generator, sub-station, MV panels etc. until the meetings, conferences, etc. are complete in Board room/ Conference halls. For extra hours of operation if any, over time charges will be paid by the Contractor to his employees. Both the concerned attendant and the electricians should be available till the sessions in the Board room/conference hall etc is over.
18. The Contractor should maintain the installations as per statutory requirements (Indian Electricity Rules, TNEB Regulations and Central Electricity Authority's Regulations) and strictly follow all safety rules.
19. All the installation rooms should be cleaned periodically and kept neat and tidy. All preventive measures should be taken to keep the installations always in good working condition.
20. If any damage is caused to electrical installations / equipments / other ancillary equipments due to negligence / mishandling by Contractor's staff, the same should be made good at Contractor's cost.
21. The necessary stock of electrical spares etc. provided by the Bank shall be maintained properly by the Contractor and duly accounted for.
22. Necessary diesel / lube oil will be supplied for generator maintenance and the Contractor should arrange to transport diesel supplied from the nearest petrol bunk and transport charges will be reimbursed.
23. Periodical reports should be submitted for all preventive maintenance and maintain the 4 pole structure in good working condition.
24. Monthly cleaning to be made for all the light fittings including street lights, fans etc.
25. Due to saline atmosphere, special care has to be taken for external MS/GI items and any rusting has to be reported to the Bank immediately.

**Part 9 – Physical Data of premises, IB Corporate Office, Royapettah**
**AREA OF INDIAN BANK CORPORATE OFFICE BUILDING**

<b>Site area (Approx.)</b>	<b>87000 sq.ft.</b>
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<b>Area</b>	<b>In sq.ft.</b>
Basement	55,000
Ground floor	30,000
I Floor	34,000
II Floor	34,000
III Floor	32,000
	<b>1,85,000</b>
Terrace Floor	32,000
Total	2,17,000

**DETAILS OF COMPLEX**

<b>Infrastructure</b>	<b>No./Nos.</b>	<b>In Sq. ft (Approx.)</b>
CMD's Cabin	2	2,100
EDS' Cabin	3	2,000
General Managers' Cabin	22	4,400
DGM Cabins		
AGM Cabins	40	4,000
CM enclosures	50	4,000
Board Room	1	1,600
Conference Hall	1	600
VIP Lounge	1	1,000
Telephone Operator cabin/Receptionist Lounge	1	1,200
Security Room	1	300
Drivers' Room	1	200
Work Stations	640	10 sft each
Executive Kitchen and Dining Hall	2	2,000
Staff Kitchen and Dining Hall	2	3,700
HT Electrical Installation	1	2,000
AC Plants & Generator Lifts		1,200
Fountains	1	
Lawns and Gardens		6,000
Inside Roads		
GYM	2	1,500
Yoga / Meditation Hall	1	700
Library	2	600
Toilets	77	3000

**Annexure - I****Deployment of contract labour**

Name of post	No. of persons to be engaged	<b>Wages</b> ( <i>not less than the minimum wages(Central / State Govt. which ever is higher) under the Minimum Wages Act 1948</i> )
1		
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3		
4		
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11		
12		
13		
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16		
17		
18		
19		
20		
21		
22		

Name of post	No. of persons to be engaged	<b>Wages</b> (not less than the minimum wages (Central / State Govt. which ever is higher) under the Minimum Wages Act 1948)
23		
24		
25		
26		
27		
28		
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## Annexure - II

**AGREEMENT FOR INTEGRATED FACILITY MANAGEMENT CONTRACT FOR  
INDIAN BANK CORPORATE OFFICE BUILDING, 254-260,  
AVVAI SHANMUGAM SALAI, ROYAPETTAH, CHENNAI 600 014**

This Integrated Facility Management Agreement executed on \_\_\_\_\_ between Indian Bank, a body corporate constituted under Banking Companies (Acquisition & transfer of undertakings) Act, 1970 having its Head Office at 66, Rajaji Salai, Chennai 600 001 and its Corporate Office building at 254-260 Avvai Shanmugam Salai, Royapettah, Chennai. 600 014 hereinafter called the Bank on the one part, which term shall mean and include its successors and assignees and ----- represented by ----- hereinafter called the contractors on the other part, which term shall mean and include its successors and assignees.

**WHEREAS Indian Bank is housing its Corporate Office at the above said premises.**

WHEREAS

The Bank has decided to entrust the work of Integrated Facility Management of the above premises to outside agency.

The Bank has called for Tenders from eligible entities vide Tender reference No.....dated.....and from out of the Tenders received the Tender submitted by the Contractor for Rs.....(Rupees.....only) is accepted by Bank.

The Bank and the Contractor have decided to enter into a Maintenance & House Keeping Contract and that they intend to reduce to writing the terms and conditions of the said contract as hereinafter appearing:

Now, this deed of agreement witnesseth that in consideration of the above premises, the parties hereby covenant with each other to observe and perform and adhere to the following terms and conditions that is to say:

The terms and conditions of the tender documents shall form part of this agreement.



- a) The contractor shall provide Integrated Facility Management Services as per the conditions mentioned in the Tender document, including special attention to the 3<sup>rd</sup> Floor, Executive cabins, etc (Conference Halls, Board Rooms , Dining Halls, Top Executive Cabins).
- b) The contractor agrees to provide the maintenance services for the electrical installations, electrical sub-stations, operations / maintenance of generators, operation of lifts, operation of lighting at Executive Cabins, Conference halls, Board room, etc as per the terms and conditions mentioned in the tender document
- c) The Bank agrees to pay the contractor on time as on performance of the work to the satisfaction of the Bank.
- d) The contractor is liable for the following:
  - i) The contractor shall fully indemnify the bank for any default or non-observance by the contractor or any of his representatives of any terms of this contract and any other provisions of the applicable enactments and the rules / notifications framed there under.
  - ii) The contractor shall, whenever required by the bank, produce for inspection of all forms, registers and other records required to be maintained under various statutes.
  - iii) In the event of cessation of the contract due to any reason whatsoever, the security deposit will be refunded only after due satisfaction of the Bank about the full compliance by the contractor of the contractual, statutory and other legal obligations.
  - iv) The contractor shall provide their workmen with necessary safety appliances at his own cost.
  - v) The contract will be in force for a period of 12 months from \_\_\_\_\_ to \_\_\_\_\_ and shall be extended for a maximum period of 2 years on mutually agreeable terms.



- vi) The agreement can be terminated by either party by giving not less than three months notice in writing to the other party. Notwithstanding anything contained in any other clause, the Bank can terminate the contract forthwith, without assigning any reasons.
- vii) On expiry / termination of the contract, the contractor shall handover the assets of the bank, subject to normal wear and tear, peacefully and obtain acknowledgement from the Bank

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

<p>Signed and delivered by the hands of Shri _____ its _____ and constituted attorney in the presence of:</p> <p>1.</p> <p>2.</p>	<p>Signed and delivered by the hands of Shri _____ partner _____ of _____ in the presence of:</p> <p>1.</p> <p>2.</p>
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### BANK GUARANTEE FORMAT

To

The Indian Bank,  
 Corporate Office, Estate Department,  
 254-260, Avvai Shanmugam Salai,  
 Royapettah,  
**CHENNAI – 600 014.**

Dear Sirs,

**WHEREAS, THE INDIAN BANK, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600014** (hereinafter called “**the Employer**”) have issued bid documents for **Integrated Facility Management Services for their Corporate Office Building at Royapettah, Chennai- 600014**, and whereas ----- is one of the Tenderer (hereafter called “**the Tenderer**”).

**AND WHEREAS** under the terms and conditions of the said bid documents, the Tenderer is required and has undertaken to furnish a Bank Guarantee of **Rs. 3.00 lakh (Rupees Three lakh only)** as Earnest Money Deposit as contained in the said tender document.

We, -----, having registered office at ----- and branch office at ----- (hereinafter called “**the Bank**”) hereby unconditionally and irrevocably undertake to pay to the Employer immediately upon receipt of the first written demand such amount or amounts as may be demanded by the Employer from us under this Guarantee not exceeding a sum of **Rs. .... (Rupees .....)** in aggregate without demur or reference to the Tenderer and agree that the Employer’s demand shall be final and binding on the Bank under all circumstances.

We hereby affirm that we are the Guarantor and responsible to you on behalf of the Tenderer up to an aggregate sum of ..... **(Rupees .....)** such sum or sums being payable in Indian currency and we undertake to pay on your first written demand and without any demur and/or condition, and sum or sums with the aggregate limit of Rs..... **(Rupees .....)**

We agree that no change or addition to or modification of the terms of the tender or of the works is to be performed there under or of any of the tender documents which may be made between you and the Tenderer shall in any way release the Bank from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

We further agree that the Employer shall have the right to invoke a claim up to the last date of the validity of this Bank Guarantee and that the Employer shall remain the sole judge of the validity of the claim and the Bank agrees not to contest any claim.



We further agree that any change in the Tenderer's constitution or their liquidation or dissolution shall not discharge the Bank's liability under this Guarantee.

We further agree that the right of the Employer to make a claim shall not be vitiated by any dispute raised or pending with any Statutory Authority, arbitrator, tribunal or any other body or person.

It is agreed that the Employer's claim shall remain valid even if the Employer has not issued a prior notice or has not proceeded against a Contractor before making such claim.

This Guarantee is confirmed and irrevocable and shall remain valid upto and including ----- and shall remain valid upto such extended period which may be mutually agreed to.

Unless a demand or claim under this Guarantee is made on the Bank in writing on or before ----- or such extended period the Bank shall be discharged from all liability under this Guarantee.