



**PREMISES DEPARTMENT
ZONAL OFFICE MUMBAI SOUTH**

TENDER DOCUMENT

**PROPOSED BOX TYPE WATER PROOFING AND ALLIED WORKS AT THE BASEMENT
AREA OF INDIAN BANK, NARIMAN POINT BRANCH, MUMBAI**

PART I – TECHNICAL BID

Ref:No : ZO MUM(S) : PRM : 2025-26 : 16

Date : 31/03/2026

Last date for submission of Bid	21/04/2026 upto 16:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
Date of Opening of Technical Bid	21/04/2026 upto 17:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
Date of Opening of Financial Bid	To be intimated separately to the Firms Qualifying in Technical Bids

PROJECT MANAGEMENT CONSULTANT

M/S CREATIVE CONSULTANT

335, 3RD FLOOR, KUBER COMPLEX, NEW LINK ROAD,
OPPOSITE LAXMI INDUSTRIAL ESTATE, ANDHERI WEST, MUMBAI – 400 053

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INDEX

SR. NO.	DESCRIPTION	PAGE
1.	Form of Tender	3 – 4
2.	Notice inviting tender	5 – 9
3.	Additional General Information	10 – 11
4.	Prequalification Criteria	12 – 13
5.	Instructions to Tenderers	14 – 17
6.	Proforma – I – General Information	18 – 22
7.	Proforma II – List of Similar Works Completed during Last 5 years	23
8.	Proforma III - List of Work on Hand	24
9.	Proforma IV – Details of Key Technical and Administrative Personnel	25
10.	Proforma V - List of Tools & Machinery	26
11.	Proforma VI – Details of Clients	27
12.	Proforma VII – Details of Litigations & Arbitration Cases	28
13.	Solvency Certificate Format	29
14.	Performance Report Format	30
15.	List of Enclosures	31
16.	Special Instructions to Tenderers	32 – 34
17.	General Conditions of Contract	35 - 55
18.	Safety Code and Model Rules	53 – 59
19.	Agreement Format	60 – 63
20.	Technical / General Specification	64
21.	Special Conditions Of Contract	65 – 71
22.	Approved Make of Materials	72
23.	Layout	73

FORM OF TENDER

To,
The ZONAL MANAGER,
Indian Bank,
ZO, Mumbai South
2ND Floor, 37, Mumbai Samachar Marg,
Fort, Mumbai

Dear Sir,

Sub: “PROPOSED BOX-TYPE WATERPROOFING AND ALLIED WORKS AT THE BASEMENT AREA OF INDIAN BANK, NARIMAN POINT BRANCH, B WING, MITTAL TOWERS, NARIMAN POINT, MUMBAI, MAHARASHTRA – 400 021.

Having examined the drawings, specifications, conditions of the contract and Bill of Quantities prepared by you, and having satisfied ourselves as to the location of the site, working conditions, nature of work and all other relevant factors affecting the execution of work, I/We hereby offer to execute and complete the said in accordance with the terms and conditions of the Tender Documents, at the rates quoted by me / us in Bill of Quantities (BOQ).

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

I / We understand that Indian Bank is not bound to accept the lowest or any tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

In the event of this tender being accepted, I/We agree to enter into and execute the required Contract Agreement with the Bank.

I/We also undertake that in the event of refusal or delay on my / our part in executing the Contract Agreement, the Earnest Money Deposit (EMD) submitted by me / us shall be liable to forfeiture.

I / We understand that Indian Bank reserves the right to award the work in full or in part to one or more contractors. I / We shall have no claim whatsoever in the event of acceptance of only a part of my / our tender.

I / We hereby unconditionally accept all the terms and conditions stipulated in the Tender Documents. I / We further agree to keep this tender valid for a period of 120 days (**One Hundred and Twenty days**) from the date of opening of Tender.

I / We agree that in case of my / our failure to execute the work in accordance with the specifications and instructions received from the Bank during the course of the work, the Bank reserves the right to terminate my work order and recover all the dues from any payments receivable by me / us. Further, I / We may also be debarred from participating in future tenders of the Bank and its subsidiaries.

Thanking you,

Yours faithfully,

For and on behalf of
[Name of Contractor / Firm]

Signature : _____

Name : _____

Designation : _____

Date : _____

Place : _____

NOTICE INVITING TENDER

Indian Bank, Zonal Office Mumbai South invites sealed bids under Two Bid System containing Part-I (Technical Bid) & Part –II (Financial Bid) from reputed and established civil contractors complying minimum qualification criteria as per Tender specifications and having full time local office at Mumbai / Mumbai Suburban / Thane Districts for executing “**Proposed Box-Type Waterproofing and Allied Works at the Basement Area of Indian Bank , Nariman Point Branch, B Wing, Mittal Towers, Nariman Point, Mumbai, Maharashtra - 400021**”. The Tender Documents can be downloaded from the Bank’s website (www.indianbank.bank.in) under Tender Column.

1	Name of Work	Proposed Box-Type Waterproofing and Allied Works at The Basement Area of Indian Bank, Nariman Point Branch, B Wing, Mittal Towers, Nariman Point, Mumbai, Maharashtra – 400021.
2	Location of work	The work is to be executed in the Basement area of the Bank’s premises, which is presently being utilized as a Currency Chest. The property is situated in a prime location. As the work area is sensitive and high security zone, the Contractor shall strictly adhere to all safety, security compliances, rules and guidelines prescribed by Bank and statutory authorities during the execution of work. Further, the Contractor shall comply with all the guidelines and regulations of the building society, wherever applicable.
3	Estimated cost of work	Rs. 38.50 lakh (Excluding GST)
4	Period of completion	03 Months reckoned from the 07 th day of issue of the work order or handing over of site whichever is earlier.
5	Validity of Tender	120 days from the date of opening of price-bid
6	Earnest Money Deposit (EMD)	Rs.38,500/- (Rupees Thirty Eight Thousand Five Hundred Only) (To be deposited along with Tender Part-A by way of Demand Draft in favour of “INDIAN BANK” and payable in Mumbai.) Original DD/PO to be submitted to INDIAN BANK ZO Mumbai South office along with technical bid. [NOTE: Agencies who are registered with MSME / NSIC / MSEs ARE NOT EXEMPTED from the payment of EMD and shall have to pay EMD (Earnest Money Deposit) as above for participating in the Tenders]
7	Initial Security Deposit (ISD)	After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD in the name of “Indian Bank” payable at

		Mumbai within 7 days from the date of allotment of work.
8	Retention Money (RM)	8% against each RA bill
9	Total Security Deposit ISD+RM	10% of the Bid Amount (ISD – 2% & RM – 8%)
10	Release of Total Security Deposit	<p>50% of Total security deposit will be returned on completion of following:</p> <ul style="list-style-type: none"> • After 30 days of the payment of the final bill. <p>AND</p> <ul style="list-style-type: none"> • Taking over certificate by Bank <p>AND</p> <ul style="list-style-type: none"> • Tenderer's removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site. (except for a small presence required if any for the Defect Liability Period and approved by the Indian Bank. <p>Balance 50% of retention money shall be released within 30 days after satisfactory completion of defect liability period and defects free as per the contract clauses.</p>
11	Value of work for Interim Payment	Not below the 10 lakh Excluding GST.
12	Tender Documents	Tender documents can be obtained from the Bank's website (www.indianbank.bank.in) under Tenders column.
13	Last Date for the Submission of Bid	21/04/2026 upto 16:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
14	Date of Opening of Technical Bid	21/04/2026 upto 17:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
15	Date of Opening of Financial Bid	To be intimated separately to the Firms Qualifying in Technical Bids
16	Cost of Tender documents	FREE OF COST
17	Liquidated Damages	1% for delay per week of the contract value subject to maximum of 10% of contract value.
18	Site Visit Date	<p>Date : 10/04/2026 Time : 11:00 am</p> <p>Bidders who intend to participate in the Tender shall pre-inform their visit schedule to Bank's mail id – zo.mumbai.expprem@indianbank.co.in</p>

19	Pre-Bid Meeting	<p>It is mandatory for the prospective bidders to attend the pre-bid meeting if they intend to participate in the Tendering Process.</p> <p>Date of Pre-Bid Meeting : 10/04/2026 at 11:00 am (Sharp) at the Site Location.</p> <p>All interested bidders can send their queries through email to Bank and PMC on their email id mentioned in tender before the site visit and prebid date and get their queries clarified during the pre-bid meeting.</p>
20	Defect Liability Period	12 Months from the date of Virtual Completion of work.
21	Solvency Certificate	Latest Solvency Certificate of minimum amount of Rs.20 Lakhs duly issued by any Scheduled Commercial Bank obtained on or after 01/04/2025 .
22	Water and Electricity	Electricity will be provided by Bank. Water will be arranged by Contractor at their own cost with prior consent of Bank and Society Office Bearers.
23	Required Insurance Policies and Other govt. Protocol for Proposed Work.	To Be Obtained & followed by The Contractor at His Own Cost. As per guidelines of GoI/ GoM /RBI / PWD / CPWD
24	Payment to Contractors 1) R.A. Bill 2) Final Bill	<p>1) R.A Bills payment will be released by INDIAN BANK within 10 days of the certification of Bill by Consultant.</p> <p>2) Final Bill payment will be released by INDIAN BANK within 30 days of the certification of final Bill by Consultant.</p>
25	Work Warranty	<p>Waterproofing Works shall carry a performance warranty of 10 years.</p> <p>The contractor must provide a work warranty on a non-judicial stamp paper of Rs. 500/-, duly notarized, stating that in case any defect is observed in the executed work during the period of 10 years from the date of virtual completion of work and is brought to the notice of the Contractor, the Contractors shall promptly attend to and rectify the same at no additional cost to the Bank.</p>
26	Contact Details	<p>Client Name : Indian Bank</p> <p>Office : Zonal Office Mumbai South</p> <p>Address : 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai - 400001</p>

		<p>E Mail Id : zo.mumbai.expprem@indianbank.co.in Contact : 9015966651</p> <p>PMC: M/s Creative Consultants Address - 335, Kuber Complex, Link Road, Andheri (West), Mumbai – 400 053. Email Id : info@ccplindia.org Landline : 022 - 49647088 Contact : 9820935856 / 9619620379</p>
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Note:

1. Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed “**Tender for Proposed Box-Type Waterproofing and Allied Works at the Basement Area of Indian Bank , Nariman Point Branch, B Wing, Mittal Towers, Nariman Point, Mumbai, Maharashtra - 400021**” and addressed to the Zonal Manager, Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001.
2. Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions / Bids not filled up in Pen are liable to be rejected.
3. Earnest money will not carry any interest.
4. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from taking up the work in Indian Bank.
5. The Bank reserves the right to verify the particulars furnished by the applicant independently.
6. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports (if required) from previous employers for only those firms who fulfill the aforesaid Pre- qualification criteria and that specified in Technical bid.
7. Bank is not bound to accept the Lowest (L1) bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
8. Submission of this tender document by a bidder implies that he/she has read this notice and other contract / documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
9. Return of EMD of remaining bidders who were unsuccessful in the bidding process will be done within a reasonable time say not exceeding 14 days from the date of acceptance of tender submitted by the L1 bidder.
10. Tenderer / Bidder should have registered office in Mumbai / Mumbai Suburban District / Thane Region only and the supporting documents such as registered office address proof issued by govt. and other related authorities etc. need to submit along with technical bid.
11. The Successful Bidder shall **comply** with all **Central and State Government** health and safety guidelines applicable to the building repair and waterproofing project, and shall **maintain full compliance** until the completion of the work.

12. The Successful Bidder shall strictly comply with all of the Society's Rules and Regulations, including safety protocols and site-specific guidelines, throughout the duration of the work. Successful Bidder shall adhere with Society's rule and Regulation while working at site.
13. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorised Signatory before submission.
14. Bank is not liable to make any payment to bidders for preparation to submit the bid.
15. Clarifications, if any, pertaining to this bid may be referred to Indian Bank, Premises Department, Zonal Office Mumbai South through E-mail Id – **zo.mumbai.expprem@indianbank.co.in**

ZONAL MANAGER

ADDITIONAL GENERAL INFORMATION

1. This box type of waterproofing and allied work is proposed at Basement floor of Indian Bank, Nariman Point Branch. And the specification/s & finish of the items shall be same as mentioned in the tender document.
2. The bidder/s are requested to fully understand the quantum of the work listed in the items mentioned. For the day to day supervision, Contractor will post one qualified site supervisor and qualified Graduate Civil Engineer at the site having knowledge of waterproofing work.
3. The rates shall also include clearing of the premises during the work execution and after the work completion.
4. The rates shall include throwing of the debris and all wastage material from the site during and after the course of execution as per BMC guidelines. All the items rates shall be inclusive of enabling for the work execution, cleaning of site & other precautionary measure items which is required during the execution of work.
5. The site visit and pre-bid meeting is scheduled to be held at the site on 10th April 2026 at 11:00 AM. All interested bidders are requested to submit any queries related to this project at least two (2) days in advance by sending an email to the below mentioned email ID of Client & PMC prior to the pre-bid meeting date.

Bidders are also requested to provide the name of the representative who will be attending the meeting.

As the work execution area is located within the Branch Premises, including the Strong Room and Currency Chest Room of Indian Bank, only one representative per bidder will be permitted to attend the pre-bid meeting and site visit.

For gate pass and entry formalities, bidders are advised to send the details of the visitor on the company letterhead at least two (2) days in advance by email to the below-mentioned email ID prior to the pre-bid meeting date.

Attendance at the pre-bid meeting is mandatory for all bidders intending to participate in the tender.

Email to Indian Bank	zo.mumbai.expprem@indianbank.co.in
CC to M/s. Creative Consultants	info@ccplindia.org

6. Any items other than the items mentioned in the tender document shall be brought to the notice of the Consultant and Bank before executing the additional items.
7. All the rates mentioned for the items in the Tender documents shall exclusive of all the GST. GST as applicable shall be paid additional as per Government of India policy.
8. The rates quoted shall also be inclusive of obtaining all permissions from Local Authorities. Liaising with MCGM / Fire Department / Electrical Department is in contractor's scope of work, including obtaining the local permissions for smooth functioning the project, Bank shall not pay any extra amount for the same.

Site Inspection Report Duly Sign by the Project Management Consultant

This is to certify that **M/s**..... **[Name of the Contracting Firm]**, authorized representative..... **[Name of the Person Visiting]**, visited the site where proposed **Box-type Waterproofing and Allied Works** are to be executed at the basement area of :

**Indian Bank, Nariman Point Branch,
B Wing, Mittal Towers, Nariman Point,
Mumbai, Maharashtra – 400005.**

The visit took place on..... **[Date of Visit]**. The representative has inspected the site and understood the general working conditions, site constraints, and the mode of operations of the said building.

Duly stamp & Signature of Consultant_____

Note: Site inspection report with duly stamp & signature of consultant, corrigendum / addendum & minutes of pre-bid meeting is mandatory to submit with technical bid on along with tender, without which, the bid shall be rejected out rightly.

PRE-QUALIFICATION CRITERIA

SUB: PROPOSED BOX-TYPE WATERPROOFING AND ALLIED WORKS AT THE BASEMENT AREA OF INDIAN BANK, NARIMAN POINT BRANCH, B WING, MITTAL TOWERS, NARIMAN POINT, MUMBAI, MAHARASHTRA – 400005.

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

1.0. EXPERIENCE:

Sr. No.	Eligible Work	Value – Rs. In Lacs without taxes.
1.	Three similar completed works each costing not less than	19.25 Lacs
2.	Two similar completed works each costing not less than	23.10 Lacs
3.	One similar completed works costing not less than	30.80 Lacs

The above-mentioned value of work must have been executed during the last five (5) years ending on 31/03/2026. Similar work shall mean Waterproofing works / Major Structural Repair Work carried out in any existing occupied building of Central Government / State Government / PSU / Bank only.

All completed works considered for qualification must have been executed within the Mumbai Metropolitan Region (MMR) only. **Works related to building repair and renovation, flat maintenance, AMC, new construction, or any other type of civil or miscellaneous works shall not be considered for qualification**

- 2.0.** The firm must be empanelled in atleast 1 Public Sector Banks / Public Sector Units / Central / State Government Departments in the highest category value wise. Please furnish copy of valid empanelment letter/s as documentary proof
- 3.0. TURNOVER :** Average annual turnover from the works for the last three financial years ending 31st March 2025 should not be less than Rs.20 Lakhs as per the audited balance sheet.
- 4.0. PROFIT / LOSS:** Tenderer should be a Net Profit making firm and should not have made losses in the last three continuous financial years. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year. (Please attach 3 years (2022-23 , 2023-24 & 2024-25) Balance Sheet and Profit & Loss statement duly authorized by Chartered Accountant).
- 5.0. SOLVENCY CERTIFICATE:** The bidder should have a latest solvency of minimum amount of Rs.20 Lakhs duly issued by any Scheduled Commercial Bank obtained on or after 01/04/2025.

- 6.0. REGISTERED OFFICE :** The bidder should have registered office in Mumbai / Mumbai Suburban District / Thane Region only and the supporting documents such as registered office address proof issued by govt. and other related authorities etc. need to submit along with technical bid.
- 7.0. The firm should be registered with Income Tax Authorities and should have valid and active GST No. & PAN No**
- 8.0. SITE VISIT:** - The officials of Indian Bank & Consultants may visit any of the ongoing & completed works enlisted in Tender documents submitted by bidders and In case of misleading or false representation or Record of poor performance, abandoning work, not properly completing the contract, Penalised During work, etc. or were seen/Found during the Site visit of the ongoing & completed works will be caused the disqualification of the bidder
- 9.0. SHORT-FALLS OF DOCUMENTS:** - Bidders have to make sure that all the relevant documents should be submitted as required for Pre-Qalification. Submission of Short-fall documants after opening of bids will not be allowed.

Other conditions:

- Interested parties meeting the above Tender criteria can download the tender document from Bank website <https://indianbank.bank.in/tenders/> and submit experience profile, proof of meeting the above criteria, attested copies of completion / work in progress certificates from the clients, audited certified balanced sheet for the last 3 financial years, EPF , ESIC / GST Registration, Empanelment Letters as Contractor with various PSBs, PSUs, State PWDs, CPWD, MES & Other Government Departments. Application not accompanied by any of the above documents and EMD will be rejected without assigning any reason whatsoever.
- No Joint Venture or consortium of firms shall be allowed.
- The contractor should have **adequate tools and equipment** required for proper execution of work in the prescribed time.
- The contractor should have **sufficient number of technical and administrative personnel** for proper execution of contract. The contractor should submit a list of their employees.
- Indian Bank reserves the right to verify the authenticity of the documents submitted by the contractors. Indian Bank also reserves the right to reject any or all applications, split the works or cancel the process without assigning any reason whatsoever may be.

ZONAL MANAGER

INSTRUCTIONS TO TENDERERS

1.0. SCOPE OF TENDER BID

- 1.1. The Employer, as defined in the Tender document, hereinafter called “the Owner,” wishes to receive tender documents.
- 1.2. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives “bidder”/“tenderer”), “bidered /tendered”, “bidding”/“tendering”, etc. are Synonymous. Day means calendar day. Singular also means plural.
- 1.3. The approximate Estimated Value of the works is as indicated in the tender document

2.0. ELIGIBLE TENDERERS

- 2.1. This Invitation to Tender bid is open to all experienced and reputed waterproofing Contractors whether Individual or Sole Proprietor, Partnership firm, Private limited, or Public limited Company who satisfy the qualifying criteria. Joint ventures are not accepted.
- 2.2. The tenderers are required to forward the documents as indicated in the tender documents.

3.0. QUALIFYING CRITERIA

As given in Page No. 12 & 13 of this tender document.

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

- a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, penalty, litigation history or financial failures etc.
- c) Their business banned by any Central Govt. Department / PublicSector Undertakings, Enterprises of Central Govt or any other co-operative bodies.
- d) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
- e) Any one of the partners (in case of partnership firm) or any Directors in case of Pvt Ltd., or Public Ltd. firm being convicted by a Court of law.

3.1. Tenderer shall submit the general information about them as per Proforma No – I.

3.2. Tenderer shall submit the list of major plant & machinery available with the firm as per Proforma No.- II

4.0. SITE VISIT

- 4.1. The tenderer is advised to visit (upon prior approval), and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for the Works as mentioned in tender document.

4.2. The tenderer and any of its personnel with authority letter will be granted permission by the Employer /Owner to enter upon its premises and lands for the purpose of such visit (upon prior approval), but only upon the express condition that the tenderer, its personnel, and agents, will release and indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

4.3. Before submitting the Bid, the Tenderer shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, Traffic conditions/restrictions, Availability of parking space, Transportation of materials that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer / Owner.

5.0. BID OPENING

Part-I of the Bid (Technical Bid) will be opened at the Zonal Office Mumbai South and (the date and time intimated in the Notice Inviting tender (NIT)) mentioned in “Tender document” in presence of Tenderers or authorized representatives of Tenderers who wish to attend the opening of Bids.

6.0. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for Tender shall not be disclosed to tenderers or any of their persons not officially concerned with such process until the Tender process is finalized.

7.0. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

7.1. The Employer shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order, and all documents as per tender document have been submitted.

7.2. Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive bid is one that confirms to all the documents as specified in the Tender document without material deviations, objections, Conditionality or reservation.

- a) A material deviation, objection, conditionality or reservation is one;
- b) That affects in any substantial way the scope, quality or performance of the contract.
- c) That limits in any substantial way, inconsistent with the bidding documents, the Employers’ rights or the successful Tenderer’s obligations under the tender document or
- d) Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive bids.

7.3. If a bid is determined to be not substantially responsive, it shall be rejected by the Employer.

8.0. EVALUATION OF TENDER BIDS

8.1. The bids, which are determined as substantially responsive, shall be evaluated based upon the criteria as given in qualifying criteria.

8.2. No Tenderer is permitted to canvass to Employer on any matter relating to this Bid. Any Tenderer found doing so is liable to be disqualified and his / their bid is liable to be rejected.

8.3. The Employer / consultants may visit few of the works completed / ongoing by the tenderers, whom they claim satisfying the eligibility criteria (As a part of tender process).

9.0. The applicant should sign and stamp each page of the application.

10.0. Overwriting should be avoided. Correction, if any should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Tender documents are numbered. Additional sheets, if any, added by the contractor, should also be numbered by him.

11.0. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from Tender / tendering / taking up of work in Indian bank. If such applicant happens to be pre-qualified/ enlisted contractor, his name shall be removed from the pre-qualified list of contractors.

12.0. All information called for in the enclosed forms should be furnished against the relevant columns. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'NIL' or 'NO SUCH CASE' entry should be made in that column. If any particulars! Query is not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being rejected. Applications/Tender document submitted through Email will not be entertained. The Application/Tender document received after the due date and time of submission shall not be considered.

SUBMISSION OF BIDS :

The Bid documents, to be submitted as part of bid submission, are as follows:

- a) Eligibility Criteria, along with all supporting documents required.
- b) All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c) All supporting documents and product literature in support of Technical specifications.
- d) Relevant brochures
- e) Compliance to Technical Specifications as per Technical Bid.
- f) Any other information sought by the Bank with relevant to this tender Bidder should submitted all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents.

Note: Companies/agencies who are registered with MSME/NSIC/MSES ARE NOT EXMPTED from the payment of EMD and shall have to pay EMD (Earnest Money Deposit) as above for participation in the tenders.

PROFORMA - I

GENERAL INFORMATION

All individual / Sole Proprietor / Partnership firm / Private Limited or Public limited firms applying for pre-qualification are requested to complete the information in this form.

1	Name of the Applicant / Firm / Organization	
2	Registered Address of the Firm (Please attach address proof as supporting document as Annexure - I)	
3	CONTACT DETAILS Landline No - Mobile No - Email Id -	
4	EMD Details (i) Amount (Rs.) – (ii) Demand Draft No. – (iii) Name of the Bank – (iv) Date – (Please submit EMD Details as Annexure – II.)	
5	Year of Establishment (Enclose certified copies of documents as evidence – Annexure – III)	
6	Constitution of Firm (Enclose certified copies of documents as evidence – Annexure – IV)	Sole Proprietorship / Partnership / Private Ltd. / Public Ltd / Any other (Please specify)
7	Name of the Proprietor/ Partners / Directors of the Organization / Firm with Qualification (Enclose certified copies of documents as evidence – Annexure – V)	

8	Name/s of Authorized Signatory/ Directors / Partners with Designation and Contact No.	
9	Mode of Authorization (Enclose certified copies of documents as evidence – Annexure – VI)	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)
10	Details of Registration with Registrar of Companies/ Registrar of Firms. (Enclose certified copies of documents as evidence – Annexure - VII)	
11	Whether registered as MSME Organization? If so, provide the date of registration, validity & License No. Also attach UDYAM No (Enclose certified copies of documents as evidence – Annexure - VIII)	
12	Whether empanelled with Public Sector Banks / Public Sector Undertakings / Central Govt Department / State Govt. Departments or any other Government Organization and if so, in which class and since when? (Enclose Empanelment letters issued by the Organizations – Annexure - IX)	YES / NO
13	Number of years of experience in this field. (Enclose evidence to meet the eligibility criteria as Annexure – X)	
14	Yearly turnover of the Organization during last 3 years (Year Wise) and furnish audited Balance Sheet Statement and Profit & Loss A/c. (Audited) for the last 3 years. (Enclose certified copies of documents as evidence – Annexure - XI)	2022 - 23 : Rs..... 2023 - 24 : Rs..... 2024 – 25 : Rs..... Average : Rs.....
15	Banker's Details – (Please attach copy of cancelled cheque as proof – Annexure - XII) (i) Banker's Name : (ii) Account No. : (iii) Type of Account : (iv) IFSC :

16	<p>Solvency Certificate from the Bankers (Must satisfy minimum criteria as mentioned in NIT) (Enclose certified copies of document as evidence – Annexure – XIII)</p>	
17	<p>Registration with the Government Authorities (Enclose certified copies of documents as evidence – Annexure – XIV)</p> <p>If firm is exempted from ESI & EPF registration as per extant guidelines, fill N.A. and an undertaking is to be submitted stating the same.</p>	
	<p>a) Income Tax (PAN) No. ii) Goods & Service Tax (GST) No. iii) Labour License iv) ESI v) EPF</p>	<p>.....</p>
18	<p>Whether last three years IT returns filed FY 2022-23 (AY 2023-24) FY 2023-24 (AY 2024-25) FY 2024-25 (AY 2025-26) (Enclose certified copies of IT Return – As evidence – Annexure – XV)</p>	
19	<p>Name & Value of Major Works Completed during the last 5 years. Please fill up the details in the format enclosed as Proforma - II & enclose copies of work order and satisfactory completion certificates issued by Client, etc with this tender as Annexure – XVI.</p> <p>Please enclose documentary proof to satisfy minimum eligibility criteria as mentioned in NIT</p>	

20	<p>Name & Value of Major Works under execution Please fill up the details in the format enclosed as Proforma - III & enclose copies of work order issued or agreement signed with the Client with this tender as Annexure - XVII</p>	
21	<p>Details of Key Personnel Permanently employed. Please fill up the details in the format enclosed as Proforma - IV and enclose the details as Annexure - XVIII</p>	
22	<p>Details of Equipment owned by Company Please fill up the details in the format enclosed as Proforma - V and enclose the details as Annexure – XIX</p>	
23	<p>Furnish the names of -3- responsible persons along with their designation, address, contact no., etc., for whose organization, you have completed the above-mentioned jobs and who will be in a position to certify about the quality as well as performance of your organization. Please fill up the details in the format enclosed as Proforma - VI and enclose the details as Annexure - XX</p>	
24	<p>Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last five years by an arbitrator. If so, the details of such litigation are required to be submitted. Please fill up the details in the format enclosed as Proforma - VII and enclose the details as Annexure - XXI</p>	
25	<p>Was the applicant ever required to suspend works for a period of more than six months continuously after commencement of works. If so, give the name of the project and give reasons thereof.</p>	
25	<p>Has the applicant or any constituent partner in case of partnership firm/ Company, ever abandoned the awarded work before its</p>	

	completion? If so, give the name of the project and give reasons thereof.	
26	Has the applicant or any constituent partner in case of partnership firm / Company, ever been debarred/black listed for tendering in any organization at any time? If so, give details	

DECLARATION –

- All the information furnished by me/us here above is correct to the best of my knowledge and belief.
- I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
- I/We agree that the decision of Indian Bank in selection of tenderers will be final and binding to me/ us.
- I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices / Branch of Indian Bank Pan India during last 5 year from the date of application.
- I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my/our empanelment are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the Indian Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the Indian Bank.

Place :

Date :

SIGNATURE OF CONTRACTOR WITH SEAL

LIST OF SIMILAR WORKS COMPLETED DURING THE LAST 5 YEARS

Sr. No.	Clients Name & Address	Name of the work & Location	Scope of work carried out by the bidder	Agreement/ Letter of Award No. & Date	Contract Value	Date of start	Date of Completion	Reasons for delay in Completion, if any	Ref. Or Document (With page no.) in support of meeting Qualification Criterion
1.									
2.									
3.									
4.									
5.									
6.									
7.									

Date :

Place :

Signature & seal of the applicant

NOTE: Copy of Work Order/Purchase Order & Work Completion Certificate given by the Client to be submitted.

LIST OF WORKS ON HAND

S.No	Clients Name & Address	Name of the work & Location	Scope of work	Agreement/ Letter of Award No. & Date	Contract Value	Date of start
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Date :

Place :

Signature & seal of the applicant

NOTE: Copy of Work Order/Purchase Order given by the Client to be submitted. In case of misleading or false representation or Record of poor performance, abandoning work, not properly completing the contract, etc. were seen during the Site visit of the ongoing & completed works of any projects of the bidders will be done by the Bank Officials/Consultants, it will cause disqualification of the bidder.

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

Sr. Mo	Designation	No of staffs	Names	Qualification	Professional Experience	Years of Experience in this firm
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Date :

Place :

Signature & seal of the applicant

LIST OF MAJOR PLANT AND MACHINERY IN POSSESSION OF THE FIRM

Sr. No.	Name of Plant & Machinery / equipment	Nos. Available Owned	*Other than col. no. "C"
A	B	C	D
1.			
2.			
3.			
4.			
5.			
6.			

Date :

Place :

Signature & seal of the applicant

* In case of any arrangement for getting the equipment on lease, etc., authenticated proof of the same is to be submitted. Use separate sheets for providing more information.

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

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

(Add separate sheet if required)

Notes:

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

Date :

Place :

Signature & seal of the applicant

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

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

(Add separate sheet if required)

Notes:

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

Date :

Place :

Signature & seal of the applicant



SOLVENCY CERTIFICATE FORMAT

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

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

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

Seal and Signature of Bank's Official

Note: -

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

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

Date -

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/shaving their registered office atwho were awarded the work of..... have successfully executed and completed the work as detailed below:

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

Signature of Reporting Officer* with Office Seal

* Officer not below the rank of Assistant Engineer or an Officer in a equivalent or higher rank for works carried out in Government Department / PSU's, Officer not below the rank of Sr. Manager of the Concerned Department / Branch Head in PSBs. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(Report must be submitted in Client's Official Letter Head and to be addressed to the enlistment authority : The Zonal Manager, Indian Bank, Zonal Office Mumbai South)

LIST OF ENCLOSURES

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Documentary Proof showing Registered Address	
II	Valid certificate from MSE, UDYAM and NSIC issued by Govt. of India	
III	Documentary Proof showing Year of Establishment of the Firm	
IV	Evidence showing Constitution of the Firm	
V	Certified Copies mentioning Name of Proprietor / Partner / Director of the Firm	
VI	Document showing appointment of Authorized Signatory of the Firm	
VII	Document showing details of Registration with Registrar of Firms / Companies	
VIII	Certificate of being registered as MSME Organization, if mentioned.	
IX	Empanelment Letters	
X	Document showing experience in the field	
XI	Audited Balance Sheet & Profit & Loss Statement for FY 2022-23, FY 2023-24 & FY 2024-25.	
XII	Copy of Cancelled Cheque	
XIII	Copy of Solvency Certificate issued by Scheduled Commercial Bank	
XIV	Documentary Proof of Registration in Various Govt. Authorities (PAN, GSTIN, Labour License, ESI & EPF)	
XV	Copies of Income Tax Returns of last three financial years	
XVI	PROFORMA - II along with Copies of Work Order / Completion Certificate of the Works Completed in last 5 years to satisfy eligibility criteria mentioned in the Notice	
XVII	PROFORMA - III along with Copies of Work Order under Execution issued by PSBs / PSUs / Central Govt. Departments / State Govt. Departments	
XVIII	PROFORMA – IV	
XIX	PROFORMA – V	
XX	PROFORMA - VI	
XXI	PROFORAMA - VII	

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

Place :

Date :

SIGNATURE AND SEAL OF ORGANIZATION

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 of **03 Months (90 days)**. The work shall deem to be commenced within 7 days from the date of issue of Work order or date of handing over of site, whichever is earlier. 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 Consultants have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

The contractor may plan and execute all the works around the clock without causing disturbance to the existing occupants of the premises. The plan of carrying out the works should be given at least one week in advance.

Extension of Time:

If in the opinion of the Indian Bank / Project Management Consultants, the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Indian Bank 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 Indian Bank and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of strikes or lock-out affecting any of the building trades of (1) from other causes which the Indian Bank may consider being beyond the control of the Tenderer, the Indian Bank 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 Indian Bank 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 Indian Bank, 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 Indian Bank to proceed with the works and on his doing so, it will be ground of consideration by the Indian Bank for a extension of time as above provided. the decision of the Indian Bank 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 Indian Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 12 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended dated fixed by the Indian Bank were substituted for and the damage shall be deducted accordingly.

Progress of Work:

During the period of work execution, 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 Indian Bank / Consultants. 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 Consultants. DLP – 1 year from the Date of issue of Virtual Completion Certificate for the work by Consultants.
- (c) 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.

3. Date of Commencement

Normally, Date of commencement shall be either **7 Days** from the Work order issued to the Tenderer or the day on which Tenderer is instructed to take possession of the site, Whichever is earlier.

4. Date of Completion

Date of completion shall be 03 Months for the execution of the work.

5. Period of Final Measurement

The period of final measurement after completion shall be made taken 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, Consultant 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.

6. Period of Honoring Interim Certificate

The period shall be 10 days from the date of receipt of the certificate from the Consultant along with Measurement Book only signed by the Tenderer, Consultant and Client.

7. Period of Honoring Final Certificate

The period shall be 30 days from the date of receipt of the final bill certificate from the Consultant along with Measurement book duly signed by Tenderer, Consultant and Client and statutory Certificates wherever necessary along with as built drawings of the works executed. No Due

certificate from self as well as from the sub agencies involved by the main contractor should be produced to the Bank at the time of submitting final bill by the main contractor.

8. Retention Money

The retention percentage (I.e. deduction from interim bill) shall be 8% of the Gross value of each interim bill.

9. Receiving, Opening and Recording of Tenders

Part-A (Technical bid) & Part-B (Price bid) has to be submitted to Zonal Office address.

Part-A tender will be opened at 17:00 hours on 21/04/2026 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.

After technical evaluation, intimation will be given to all qualifying bidders about the date, time of opening of Price bid with the opening of the lowest value among the quotes shall be treated for the work award.

SIGNATURE OF CONTRACTOR WITH SEAL

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 Consultants.

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:

- (a) Indian Bank : The term Indian Bank shall denote Indian Bank with their Zonal Office at Mumbai South and any of its employees representative authorized on their behalf.
- (b) Tenderer : The term Tenderer shall mean (to the firm the contract is awarded) and his / their heirs, legal representatives, assigns and successors.
- (c) 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 Indian Bank for the Tenderer's use.
- (d) 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 Indian Bank 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 Consultants shall be given to such drawings or schedule of access 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 Indian Bank/ Consultants/PMC as case may be prior totaking up such work.

The Tenderer shall ask in writing for any clarifications.

- (a) "The Works" Shall mean the work or works to be executed or done under this contract.
- (b) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency act or in Provincial Insoveny Act or any amending Statutes.
- (c) "The Schedule of Quantites" shall mean the schedule of quantities as specified and forming part of this contract.
- (d) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the Tenderer.

2. Tenders

a) Technical Bid

The entire set of tender paper issued to the tenderer should be submitted fully signed on the every page. Signature will indicate the acceptance of the tender papers by the tenderer.

b) Price Bid-The price should be quoted in the Price Bid format attached to this bid.

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 QRO items shall be filled up.
- (e) The " Amount" column for QRO of which the quantities are not mentioned shall not be filled up.

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 Indian Bank 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 Indian Bank/ Consultant detailed analysis of any or all the rates shall be submitted. The Indian Bank/ Consultants 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 Indian Bank.

The Indian Bank 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 Indian Bank. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of the price - tender of the tender.

3. Agreement

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

4. Permits and Licenses

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

The Indian Bank/ Consultant / 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.

5. 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 Indian Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

6. Taxes and Duties

The tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax or any other taxes or local charges if applicable. GST will be payable extra as applicable. No extra claim on this account will in any case be entertained.

The tenderer 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 Indian Bank and or the Engineer-in-charge and further shall furnish such other information / document as the Indian Bank may required from time to time.

7. Quantity of Work to be executed

The quantities shown in the schedule / bill of quantities are intended to cover the entire work as indicated in the bill of Quantities but the Indian Bank reserves the right to execute only apart or the whole or any excess thereof without assigning any reason therefore. Variation in the value is however not expected to be more than 25%.

8. Other Persons Engaged by the Indian Bank

The Indian Bank 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.

9. Earnest Money, Initial Security Deposit and Retention Money

The tenderer will have to deposit an amount of Rs. 38,500/- (Rupees Thirthy Eight Thousand Five Hundred 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 Mumbai. The Indian Bank 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 tenderder after award of work or after the expiry of the validity period of the tender

The tenderer will have to deposit an amount of 2% of Contract amount in the form of Demand Draft from Scheduled Commercial Bank in India drawn in favour of "Indian Bank," payable at Mumbai within 7 days from the date of receipt of work order as an Initial Security Deposit(ISD). On acceptance of the Initial Security Deposit Demand Draft by the Bank, the Earnest money shall be refunded to the contractor.

The Indian Bank is not liable to pay any interest on the ISD. If the tenderer fails to provide ISD within stipulated times, it will be presumed that agency is not interested in the work and suitable action will be taken as per the tender terms.

Apart from the EMD, ISD, etc retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the Total Security Deposit reaches 10%, of the project cost. 50% of the total security deposit shall be released within 30 days after successful completion of the works along with final bill certificate and No Claim certificate by the tenderder to the Indian Bank.

The balance retention amount 50% will be refunded after the end of defects liability period 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

10. Payment to contractors

- i. For claiming this payment, the following documents are to be submitted:
 - a. **R.A. Bill:** - R.A Bills payment will be released by Indian Bank within 10 days of the certification of Bill by Consultant.
 - b. **Final Bill:** - Final Bill payment will be released by Indian Bank within 30 days of the certification of final Bill by Consultant.
- ii. All the bills will be certified by the PMC. And the same will Accepted by Indian Bank.
- iii. No payment will be made without consultant's certificate.

11. 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 Indian Bank/ Consultants / PMC whose decision shall be final and binding.

The Tenderer / bidder should use the Common Toilet of the Society in consultation with Bank Officials and society, The Indian Bank 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 Indian Bank/ Consultants.

The Tenderer shall at all times give access to workers employed by the Indian Bank 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 Indian Bank 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.

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

The Tenderer shall appoint a site engineer for the said works to receive instruction notices or communications etc.

All drawings/charts 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 Indian Bank 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 Indian Bank.

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 Indian Bank 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 adequate protection to the materials 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 feet 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 masteries 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.

13. Notice and Patents of Appropriate Authority and Owners

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

14. 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 Indian Bank. 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.

15. 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 Indian Bank for the purpose, until the building is handed over to the Indian Bank. The Tenderer shall arrange for the disposal of the water so accumulated to the satisfaction of the Indian Bank and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

16. Access

Any authorized representative of the Indian Bank 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 Indian Bank no person shall be allowed at any time without the written permission of the Indian Bank.

17. 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 workman like 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 Indian Bank/ Consultants during the execution of the work, and to his entire satisfaction.

If required by the Indian Bank / Consultants, the Tenderer shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Indian Bank/ Consultants 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 Indian Bank/ Consultants when so directed by the Engineer/ Consultants and written approval from Indian Bank/ Consultants must be obtained prior to placement of order.

During the inclement weather the Tenderer shall suspend concreting and plastering for such time as the Indian Bank/ Consultants 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.

18. Removal of Improper Work

The Indian Bank 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 Indian Bank / Consultants 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 Indian Bank 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 Indian Bank/ Consultants 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 Consultants shall relieve the Tenderer from his liability in respect of unsound work or bad materials.

19. Site Engineer/Project Management Consultant:

The term "Site Engineer / PMC" shall mean the person / agencies appointed and paid by the Indian Bank 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 Indian Bank.

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 Indian Bank is obtained. The work will from time to time be examined by the Consultants, Engineer from the Premises Department of the Indian Bank 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 Consultants/Indian Bank or his representative.

20. 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 Indian Bank/ Consultants. 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 eighteen 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 Indian Bank 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) Indian Bank's Liability Act 1938
- c) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- d) Apprentices Act 1961
- e) Minimum Wages Act 1948
- f) Any other Act or enactment relating thereto and rules framed there Under from time to time.

The Tenderer shall keep the Indian Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Indian Bank 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 Indian Bank 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 Indian Bank and also to the Competent Authority where such report is required by law. Compliance of labour regulations:

21. Dismissal of Workmen

The Tenderer shall on the request of the Indian Bank immediately Withdrawal / remove from works any person employed thereon by him, who may in the opinion of the Indian Bank 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 Indian Bank or any of their officer or employee.

22. 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 Indian Bank 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.

23. 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 is also responsible for the damages/injury/accidents caused to any public in general / vehicles in general and pay necessary compensation or settlement or whatsoever in this regard.

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

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

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

24. 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. 3 Lakh** per accident.

The Tenderer shall effect the insurance necessary and indemnify the Indian Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Indian Bank and must be effected jointly in the name of the Tenderer and the Indian Bank and the policy lodged with the latter. The scope of insurance is to include damage or loss to the work and workman due to carelessness accident, including fire, earthquake and floods etc., damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage.

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

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

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 Indian Bank may deem fit.

25. Accounts, Receipts & Vouchers

The Tenderer shall, upon the request of the Indian Bank 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 Indian Bank 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.

26. Measurement

All the Measurements should be taken in the presence of Bank officials/ Consultants. And the measurements shall be countersigned by the Bank officials and Bank's appointed consultant.

27. Payments

All bills shall be prepared by the Tenderer in the form prescribed by the Indian Bank / Consultants. **Normally the interim bill shall be prepared subject to achieving the minimum bill value of Rs. 10 Lakh or OR as per work done stage mentioned in BOQ specification.** 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 Indian Bank/ Consultant shall issue a certificate after due scrutiny of the Tenderers' bill stating the amount due to the Tenderer from the Indian Bank 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 Indian Bank as retention money vide clause 8 of the Special Instructions To Tenderers, less TDS, 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 Indian Bank will deduct retention money as per tender conditions. If the Indian Bank 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 Indian Bank 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 after checking the work completely.

Indian Bank reserves the right to withhold in part or full payment of bills in case of non-compliance / violation of any terms and conditions stipulated in the agreement. The tenderer shall neither suspend the work nor claim for extension of time for nonpayment /withholding of payment on this account and no interest is also payable on the payment withheld/due.

28. Final Payment

The final bill shall be accompanied by a certificate of completion from the Consultants & Consultants. Payments of final bill shall be made after deduction of Retention Money, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Indian Bank's/ Consultants' certificate that the Tenderer has rectified all defects to the satisfaction of the Indian Bank/ Consultants. 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 Photographs of Work Executed & duly Certified by the Consultant to the Bank along with final bill documents. Along with Every bill the contractor has to submit the photographs of the work executed

29. ENHANCEMENT IN RATES AND QUANTITY VARIATION

The tender rates shall be fixed, firm and applicable for any increase or decrease in the tendered quantities. The Employer / Consultant can increase or decrease any quantities to any extent or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Indian Bank on account of omission /deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. The price

of all additional items / non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

30. UNQUOTED ITEMS

The bidders to offer their competitive rates for each and every item listed in the Schedule of rates, the bidders who have not quoted for all the items as required in the SORs shall be liable for rejection. In case a bidder who has left certain items unquoted and if they happen to be overall lowest on evaluation, then their offers shall be considered subject to the unquoted items being taken as NIL cost. The bidder shall also give a clear undertaking to the effect that they shall execute the said items (unquoted) free of cost. In the event the bidder refuses the above conditions and insists on additional cost for the unquoted items, then such an offer shall be rejected as invalid.

For Extra works at the time of work in progress the contractor should submit the reasonable rate with the rate analysis and after approval given by the Consultant/ Bank that amount will be given.

31. ABNORMAL RATES

The Contractor is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the tenderer for any items are unusually high (or) unusually low it will be sufficient cause for rejection of the tender unless the owner is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the tenderer on demand. Notwithstanding anything there in stand, the rate once accepted by the owner shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.

32. Substitution

Should the Tenderer desire to substitute any materials and workmanship, he/they must obtain the approval of the Indian Bank/ Consultants 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 Indian Bank/ Consultants 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 Indian Bank 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 Indian Bank/ Consultants.

The main / Principal contractor is only responsible for the cleanliness of the site/building irrespective of numbers of sub agencies deployed by them to carryout various other works in the tender.

35. Defects after Completion

The Tenderer shall make good at his own cost and to the satisfaction of the Indian Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Indian Bank 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 Indian Bank or may be deducted by the Indian Bank, 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 General Condition of Contract Clause 28 together with any expenses the Indian Bank may have incurred in connection therewith.

36. Concealed Work

The Tenderer shall give due notice to the Indian Bank/ Consultants 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 Indian Bank/ Consultant 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 Indian Bank/ Consultants 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, GST, 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 Indian Bank preventing the continuance of the work or in the opinion of the Indian Bank 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 Indian Bank 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 Indian Bank may proceed as provided in clause 40 (Termination of Contract by Indian Bank).

40. Termination of Contract by Indian Bank

Grounds for Termination :-

The Indian Bank (hereinafter referred to as "the Bank") may, without prejudice to any other right or remedy, terminate this Contract by giving a written notice to the Tenderer under any of the following circumstances:

- **Insolvency & Legal Status:** If the Tenderer, being a company, enters into liquidation (voluntary or compulsory); or being a firm, is dissolved; or being an individual, is adjudicated insolvent; or makes an assignment for the benefit of creditors.
- **Default in Performance:** If the Tenderer neglects or fails to observe and perform any part of this contract and fails to remedy the breach within **three (3) clear days** after receiving written notice from the Bank.
- **Lack of Due Diligence:** If, in the opinion of the Bank, the Tenderer fails to exercise due diligence or make sufficient progress to ensure the completion of works within the agreed timeframe.
- **Quality of Work:** If the Tenderer uses improper materials or workmanship and fails to rectify the same after notice.
- **Abandonment:** If the Tenderer abandons the contract or any part thereof.
- **Unauthorized Assignment:** If the Tenderer assigns, charges, or encumbers this contract or any payments due thereunder without the prior written consent of the Bank.

Consequences of Termination :-

Upon the issuance of a termination notice, the following provisions shall apply:

- **Possession of Site:** The Bank, its agents, or servants may immediately enter upon and take possession of the works and all plants, tools, scaffolding, sheds, machinery, and materials lying upon the premises or adjoining lands.
- **Completion of Works:** The Bank may employ its own workmen or engage other contractors to complete the works. The original Tenderer shall not interfere with or

hinder such persons from completing or using the materials and plants on-site.

- **Removal of Property:** Upon completion of the works, the Bank shall provide written notice to the Tenderer to remove any surplus materials or plants. If the Tenderer fails to do so within **fourteen (14) days**, the Bank may sell the same by Public Auction.
- **Financial Recovery:** All expenses or losses incurred by the Bank in completing the works shall be adjusted against any amounts due to the Tenderer, proceeds from the sale of the Tenderer's tools/plants, or the **Security Deposit** held by the Bank.

41. Indemnity Clause -

The Tenderer shall indemnify, defend, and hold harmless the Bank, its officers, employees, and PMC (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable legal fees and litigation expenses) arising out of or in connection with:

- **Breach of Contract:** Any failure by the Tenderer to perform its obligations or observe the terms and conditions set forth in this Contract.
- **Third-Party Claims:** Claims by third parties (including sub-contractors, laborers, or suppliers, etc) for non-payment, personal injury, or property damage occurring during the execution of the works or resulting from the Tenderer's acts or omissions.
- **Regulatory Non-Compliance:** Any fines, penalties, or legal actions resulting from the Tenderer's failure to comply with applicable laws, labor regulations, or safety standards.
- **Intellectual Property:** Any claim of infringement of patent, trademark, or copyright resulting from the use of materials or methods provided by the Tenderer.

42. Force Majeure

- (a) Notwithstanding the provisions of Terms and Conditions of Contract (TCC), the successful bidder shall not be liable for forfeiture of his EMD/ISD/ASD, liquidated damages, or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.
- (b) For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of INDIAN BANK in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (c) If a Force Majeure situation arises, successful bidder shall promptly notify INDIAN BANK in writing of such condition and the cause thereof. Unless otherwise directed by INDIAN BANK in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

43. 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 Indian Bank 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 Indian Bank will send within thirty days of receipt of the notice, 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 Indian Bank within thirty days of receipt of the names. The Indian Bank 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 Indian Bank fails to send to the Tenderer the panel of three names as foresaid within the period specified, the Tenderer shall send to the Indian Bank a panel of three names of persons who shall all be unconnected with either party. The Indian Bank shall on receipt of the named as aforesaid select anyone of the persons names and appoint him as the Sole Arbitrator. If the Indian Bank 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 Indian Bank.

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 in chennai only 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 and Reconciliation Act 1996” 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 Indian Bank 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.

The arbitration proceedings will not prejudice the right of approaching legal forum by the parties.

44. Liquidated Damages

- (a) Should the work be not completed to the satisfaction of the Bank /Consultants within the stipulated period, the contractor shall be bound to pay to the Bank a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date.
- (b) The work should complete on time or as mentioned elsewhere. If the contractor fails to complete the job within the stipulated time, he will bear the cost of penalty @1% of contract value Per Week till completion of work after the scheduled time period. The maximum limit of the penalty amount is restricted to 10% of the total value of the jobs

45. Limitation of Liability

- (i) For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, in no event successful bidder shall be liable for damages to

Bank arising under or in connection with this agreement for an amount exceeding the value of this agreement. Successful bidder will ensure Bank/Consultant confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

- (ii) The limitations set forth herein shall not apply with respect to:
- a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of successful bidder,
 - c) damage(s) occasioned by successful bidder for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

SIGNATURE OF CONTRACTOR WITH SEAL

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

Safety Measures

All people working shall be provided with safety helmets, safety shoes, goggles, gloves, Safety belts etc., which shall be worn by the workmen while performing work and people working at elevation more than 10 feet shall be always provided with safety belts at contractor's cost. The safety belts shall be properly fixed to a lifeline always while at work. The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

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

Contractor shall ensure that a proper Safety Net System and shall be used at appropriate locations. The safety net shall be located not more than feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.

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 with products containing lead or any toxic material in any form.

Wherever men above the age of 18 are employed on the work of precautions should be taken:

- i) Overalls shall be supplied by the Tenderer to the workers and adequate facilities shall be provided to enable the skilled workars to wash during the cessation of work.
- ii) When the work is done near any public where there is risk of 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 placed under the charge of a responsible person who shall be readily available during working hours.

Electricity & Water

All the water and their arrangement for work execution shall be provided by contractor at own cost, only required electricity provided by INDIAN BANK all the necessary arrangement for electricity point i.e. cable, switch etc. shall be provided by contractor.

Before starting the work the contractor has to submit the BAR-CHART and it is to be approved by the Consultant/Client.

Scope of Work for contracting firm

PROPOSED BOX-TYPE WATERPROOFING AND ALLIED WORKS AT THE BASEMENT AREA OF INDIAN BANK, NARIMAN POINT BRANCH, B WING, MITTAL TOWERS, NARIMAN POINT, MUMBAI, MAHARASHTRA – 400005. The scope of works to be executed by the contractors on award of work are as follows.

The time of completion is within 03 (Three) Calendar Months including monsoon

As the work area is being used as a Currency Chest and the property is located in a prime location, the agency executing the work shall strictly adhere to all safety and security compliances, rules, and guidelines during the execution of the work.

Other Terms & Conditions:

1. The Applicant must obtain for himself/themselves on his/their own responsibility and at his/their own Expenses all the information that may be necessary for the purpose of filling of this application. Before submitting the tender & after pre- qualification applicant must scrutinize the details and inspect the site of work and acquaint himself/themselves with all local conditions & matter pertaining thereto.
2. Conditional Tenders will be rejected.
3. **Joint ventures shall not be permitted.**
4. Unless otherwise agreed or stipulated in this tender, INDIAN BANK are not concerned with any rise or fall in the prices of any materials or labour. The rates quoted shall include all costs, only GST shall be paid by Bank.

5. The tenderer should thoroughly study works, conditions of contract, relevant specifications and rates quoted should cover cost of executing the items as per the relevant specification
6. The tender shall remain valid for acceptance for a period of 120 days from date of opening of the Price-Bid;
7. Tender document in which tender is submitted by a tenderer shall become the property of INDIAN BANK and Bank shall have no obligation to return the same to the tenderer.
8. Tenderers not giving the full particulars as mentioned above or as called for in the special Conditions or not complying with any of the conditions set forth above or therein are liable to be summarily rejected.
9. For any clarification of technical details, you may contact project management consultant's M/s- Creative Consultants, Office No. 335, 3rd Floor, Kuber Complex, Opp. Laxmi Industrial Estate, Andheri West, Mumbai – 400053. Contact No: Mr. Vivek Singh-9820935856 or Email: info@ccplindia.org
10. The INDIAN BANK reserves the right to select / reject any / all Bid application without assigning any reason thereof.
11. The list of responsibilities mentioned above is only indicative and the contractor will have to assume full responsibility for completion of the project both qualitatively and quantitatively as per accepted contract conditions in the best possible workman like manner in all respects till its handover within the agreed time schedule and cost by following laid down norms / procedure of CVC in an open and transparent manner to the satisfaction of the INDIAN BANK and towards achieving this goal whatever is required to be done will have to be arranged by the contractor with the approval of Bank.

Work Envisaged

1. Basement area Box Type waterproofing and Allied works.

Work responsibility

1. Assuming full responsibility for supervision including day-to-day supervision, compliance and observance of all labour and safety regulations, checking and inspection of samples that will be used in the repair /restoration/renovation work, monitoring and compliance, quality control, co-ordination with INDIAN BANK and the contractors and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Civil Engineering having minimum 05 years' experience in similar type of works) as necessary to ensure proper and timely execution of the said works as per drawings and specifications.
2. Bio-data of technical staff shall be furnished to Indian Bank. Site Engineers shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day-to-day supervision, ensuring smooth progress by prompt supply of

drawings and giving proper directions and also co-ordination with all the agencies engaged in the design engineering and execution of various items of work as required. The technical staff will invariably report to the department every day and keep INDIAN BANK officers involved updated. The Architect shall have to coordinate his work with the works of all other trades.

3. INDIAN BANK reserves the right to judge the capability of supervising staff and advise for change in case not found suitable or delay in assigned work.
4. The measurements shall be generally recorded by the Site Engineer of the contractor and consultants in the presence of INDIAN BANK Official wherever necessary.
5. The Site Engineer of the contractor and the representative of PMC shall take joint measurements of the work as it progresses and record them directly in the Measurement sheet.
6. The contractor shall quote the rate as per BOQ Specification. Refer technical specification for reference only.
7. It shall be ensured that the method of measurement is in accordance with IS: 1200. The precision in measurements shall be as laid down in IS-1200 and as per actual measurement at site. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority/ Consultants.
8. Extra/deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the Competent Authority/ Consultants.
9. In case some allegedly extra/deviated item is carried out by the contractor while complying with approved drawings and specifications and the same is to be covered up, the Site Engineer or Project Management Consultant shall check the item and its specification and record its measurements but simultaneously enter up the proviso that their admittance is subject to the approval by the Competent Authority. Both the measurements and the proviso shall be got signed by the contractor.
10. The measurement book shall not be handed over to the contractor at any time. The contractor or his representative may be permitted by the Site Engineer or Project Management Consultant to see it in his presence and /or make a (concurrent) copy of his own. The contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the Indian Bank's Measurement Book. This is the only authorized document in the matter.

The measurement shall be signed at the end of each session of measurement of the day's work, as the case may be, by both the parties (i.e. Measurer / Site Engineer of the PMC and the contractor).

SIGNATURE OF CONTRACTOR WITH SEAL

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day ofmonth of between Indian Bank and having its **Indian Bank Zonal Office, Mumbai South** (hereinafter referred to as the “Employer”) which expression shall include its successor, legal heirs and assignees of the one part.

AND

M/s. having its office at
.....
(Hereinafter referred to as the “Contractor”) which expression shall include its successor, legal heirs and assignees of the second part?

WHEREAS the Employer has caused drawings and tender documents for PROPOSED BOX-TYPE WATERPROOFING AND ALLIED WORKS AT THE BASEMENT AREA OF INDIAN BANK, NARIMAN POINT BRANCH, B WING, MITTAL TOWERS, NARIMAN POINT, MUMBAI, MAHARASHTRA – 400005.

AND

Whereas the Employer has called for tender vide ref. no.
dated.....

AND

Whereas the contractor has submitted the tender ref. no. dated
..... to the Employer on

AND

Whereas the Employer has issued the work order ref
dated..... to the contractor to do the work.

AND

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

AND

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete the Repairs & Renovation Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to

the entire satisfaction of the Employer.

1. Contract Price, Taxes and Payment Terms:

Total contract price is Rs. which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is exclusive of all taxes (GST) in respect of this contract. Interim payment will be made as per the site measurements on Item Rate basis.

2. Completion Period:

Time is the essence of the Contract. The work is to be completed in all respects within **90 days'** time reckoned from 7th day from the date of issue of the Work Order or handing over of site whichever is earlier. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

3. Earnest Money:

The Contractor has deposited an amount of **Rs.38,500/- (Rupees Thirty Eight Thousand Five Hundred Only)** as earnest money.

4. Inspection of Site:

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

5. Supply of Material and Labour:

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

6. Defective Work / Materials:

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of

the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

7. Inspection of Work:

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

8. Supervision:

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

9. Compliance with Statutory Regulations & Work Rules:

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

10. Determination of Contract:

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

11. Force Majeure:

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

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

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

12. Arbitration:

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

The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointed one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively at Mumbai and any award passed by arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator”.

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

Witness Address

Employer

Witness Address

Contractor



TECHNICAL / GENERAL SPECIFICATION

FOR THE EXECUTION OF WORK BOQ SPECIFICATION WILL BE FOLLOWED

SPECIAL CONDITIONS OF CONTRACT

1. DRAWINGS AND SPECIFICATIONS

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Consultant, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Consultant, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Consultant, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to Consultant, and in the event of the Consultants/employer agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Consultant and the contractor fail to agree as to whether or to there is an extra, then, if the Consultant decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and if so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the Consultant's signature, it bears express words stating that is intended to be such an order or bears a remark '**VALID FOR EXECUTION**'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 or by the Authorities or directions in drawing of the Consultant as herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the Consultant to the Contractor. The Consultant shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which is his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the Consultant or his representatives shall, at all reasonable time have access to the same and shall be return to the Consultant by the contractor before the issue of the Final certificate.

2. INSPECTION OF DRAWINGS

Before filling in the tender, the contractor will have to check up all drawings and schedule of quantities, and will have to get an immediate clarification from the Consultant on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Consultant from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Consultant. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as octroi, sales tax, Royalties, duties, excise, turnover tax, sales tax on works contract, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for:

- (a) Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- (b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- (c) Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.
- (d) It shall also include MCGM / Local Authorities Permission for smooth functioning the work

4. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment may be consulted with Employer / Consultant. The site Engineers shall not be removed from the site without the written consent of the Employer / Consultant.

5. MATERIALS AND WORKMANSHIP

The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the employer regarding the quality/standard of workmanship shall be final and binding on the contractor.

6. DIMENSIONS

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large-scale details take precedence over small-scale drawings. In case of discrepancy, the

contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

7. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT/BAR chart charges for Consultant's approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week. He shall strictly adhere to the programme of works as per CPM/PERT/BAR charts showing the proportionate progress of work.

8. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the Employer / Consultant before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Consultant before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

9. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Consultant and when the contractor shall have received payment in respect of any certificate in which the Consultant shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

10. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to lock after his materials, stores, equipment, etc.

11. RATES

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. In case of discrepancy between figures and the words the rate quoted in words shall be taken as correct one. All quoted rates should be inclusive of sales tax on works contract. Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Consultant.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

12. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules

The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.

The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof

- (a) Where extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Consultants the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or

expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Consultant shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.

- (b) Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Consultant, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.
- (c) The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement'.

13. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by client / Consultant. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 15 % for profit plus applicable service tax.

14. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish the Employer / Consultant the following:

- (a) Detailed industrial statistics regarding the labor employed by him etc.
- (b) The Power of Attorney, name and signature of his authorized representative who will be in
- (c) Charges for the execution of work.
- (d) List of technically qualified persons employed by him for the execution of this work.
- (e) The total quantity and quality of materials used for the works.
- (f) The list of plant and machinery employed for this work.

15. CONSULTANT'S DELAY IN PROGRESS

The Consultant may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

16. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Consultant hereunder shall, if not paid within the 'Period of honoring of Certificate' no interest paid by the Employer.

17. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

18. INCOME-TAX, SERVICE TAX AND WORKS CONTRACT TAX

Income Tax, GST TDS and Works Contract Tax shall be deducted at source by the client from the contractor' interim and final bill payments as per Statutory Regulations.

19. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Consultant to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

20. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Consultant.

21. REPORTING OF ACCIDENT TO

The contractor shall be responsible for the safety of persons employed by him on the works and shall reports serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

22. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Consultant clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

23. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

24. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

I/We hereby declare that I/We have read and understood the above instructions which have been issued as conditions of the contract.

(Signature of the Tenderer)

APPROVED MATERIAL LIST

S.NO	NAME OF ITEM	MAKE / BRAND
1	WATERPROOFING CHEMICAL AND GROUTING MATERIAL	DR.FIXIT / SIKA / FOSROC / BASF
2	CEMENT	ACC / ULTRATECH / AMBUJA
3	POLYMER MODIFIED MORTAR	SIKA / DR.FIXIT / ULTRATECH / FOSROC
4	MICRO CONCRETE	SIKA / DR.FIXIT / ULTRATECH / FOSROC
5	PUTTY AND PAINT	ASIAN PAINTS / BERGER / BIRLA OPUS / NEROLAC / DULUX

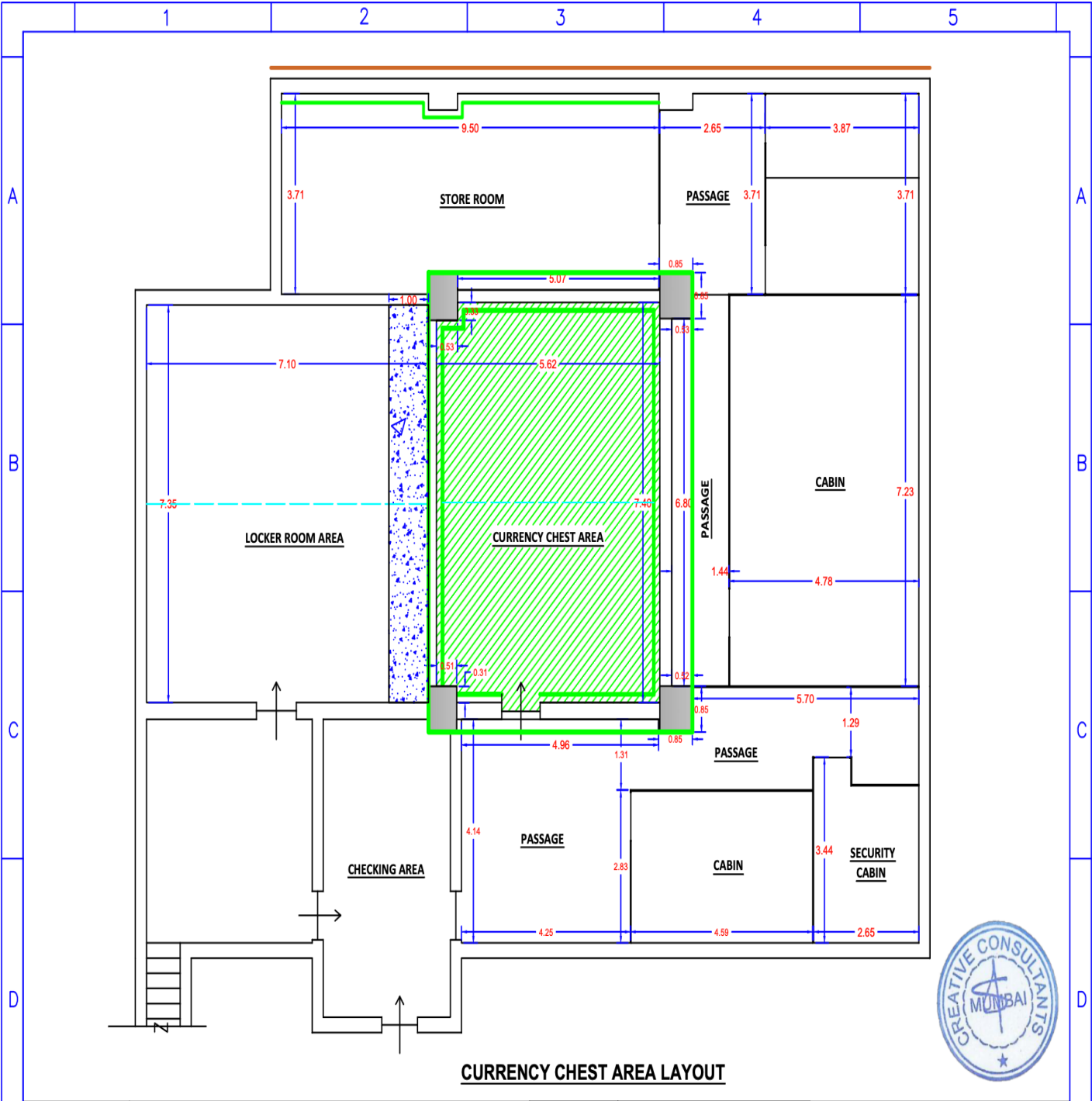
Note –


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

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:



 CREATIVECONSULTANTS 335, KUBER COMPLEX, OPP.LAXMI INDUSTRIAL ESTATE, NEAR LINKING ROAD, ANDHERI (WEST), MUMBAI- 400053. Contact: 9820935856 / 9619620379	CLIENT	INDIAN BANK (NARIMAN POINT)		LEGENDS		
	DOCUMENT TITLE	CURRENCY CHEST LAYOUT				BOX TYPE WATERPROOFING IN CURRENCY CHEST AREA FLOORING & WALL AREA INSIDE & OUTSIDE 6 FEET HEIGHT STORE ROOM WALL BOX TYPE WATERPROOFING HEIGHT IS 6 FEET
	DOCUMENT NO.	----	PREPARED BY	PP	PCC WORK ROUND WATTS	
	DATE	24/02/2026	CHECKED BY	AK		
	SCALE	N.T.S.	APPROVED BY	VS		