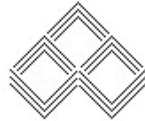


TENDER PART-A TECHNICAL BID



INDIAN OVERSEAS BANK

NOTICE INVITING TENDER FOR

**INTERIOR, ELECTRICAL & AIR-CONDITIONING WORKS FOR
MATHURANTHAGAM BRANCH (0154)**

From Bank's Empanelled Contractors

DATED: **04.07.2026**

INDIAN OVERSEAS BANK

Regional Office, Kancheepuram

General Administration Department

No: 20-21, Kamarajar St, Kancheepuram, Tamil Nadu 631 501.

Phone: 044 2722 3131; E-Mail: gad2000@iob.in

Web Site: www.iob.in

Architects:

M/s PITHAVADIAN AND PARTNERS,

No-10, Murugappa Road, Nawab Gardens,

Kotturpuram, Chennai - 600 085

Mobile: 860 869 2323, Email: sathyapaparchitect@gmail.com

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NOTICE INVITING RETENDER

Interior, Electrical & AC works for Mathuranthagam Branch (0154)

Sealed Item rate Tenders are invited on behalf of **Indian Overseas Bank, GAD, Regional Office, Kamarajar Street, Kancheepuram, Tamil Nadu 631 501** from the **Bank empanelled contractors** for the following works.

Interior, Electrical & Air-Conditioning Works for Mathuranthagam Branch

Earnest Money Deposit	: Rs.46,000/- in the form of DD in favour of Indian Overseas Bank, Regional Office, Kancheepuram
Duration of work	: 1 Months (One Months) from the date of work order
Issue Tendering Documents	: 04.07.2026 to 18.07.2026
Last date for submission:	Before 17:00 Hrs - 18.07.2026 as per instructions in tender documents.

EARNEST MONEY DEPOSIT (EMD) CUM SECURITY DEPOSIT

- (a) The participating contractors must submit an EMD of **Rs.46,000/- (Rupees fourty Six Thousand only)** in the form of DD in favour of **Regional Office, Kancheepuram. MSME / Udyam registered bidders are exempted from EMD.**
- (b) The EMD would be returned to unsuccessful contractors on completion of the tender process without any interest.
- (c) The EMD of successful contractor shall be converted into Security Deposit.
- (d) The EMD/ Security Deposit held with the Bank will be released within 30 working days from date of completion of the project after adjusting dues to the Bank (if any).
- (e) **Initial Security Deposit: 2 % of contract value.** The success bidder shall submit the Initial security Deposit **within 10 days** of issuing purchase/work order.
- (f) In case, the contract with the contractor is extended by the Bank, the Security Deposit kept with Bank will also be extended automatically. If the contractor refuses to accept the work order (or) fails to carry out obligations mentioned in the contract (or) the contract is terminated by the Bank due to unsatisfactory performance, the Security Deposit held with the Bank shall be forfeited.
- (g) **The agencies registered under Single Point Registration** Scheme of NSIC, which are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) as notified by NSIC, Ministry of Micro Small & Medium Enterprises (MSME, Government of India, New Delhi shall be exempted from payment of Tender Application Fee & Earnest Money Deposit (EMD) for participating in the Tender.

- (h) However, the exemption for payment of Tender Fee & Earnest Money Deposit (EMD) for qualifying in the Technical Bid shall be subjected to submission of current and valid Registration Certificate from NSIC, Ministry of MSME, Got, UDYOG AADHAR/UDHYAM
- (i) EMD of successful tenderer will be retained as a part of security deposit (or) returned on compensatory submission of Security Deposit (including EMD amount)

Any revision / amendment in Government Policy shall be noted from time to time for compliance.

Note:

- Bidder(s) must submit, along with the bids, self attested photocopies of works with the Name of the Client / Customer, Work Order reference No. and Date, Executed Value, date of start, date of completion and Certificates for proof of satisfactory completion of work.
- The Bank reserves the right to accept or reject any or all the applications without assigning any reasons thereof and their decision of selection will be final.
- The contractors must be registered for Income Tax and GST as detailed in this tender document. The contractors, otherwise eligible but not registered for either Income Tax or GST, shall not be considered for pre-qualification.
- Prospective contractors to note that all payments will be made electronically as per Government guidelines.

The Bank reserves the right to accept or reject any or all the applications without assigning any reasons thereof and their decision of selection will be final. The Courts in Tamil Nadu, India only will have exclusive jurisdiction to entertain any litigation between the parties with regard to this tender.

Date: 04.07.2026.

DISCLAIMER

The information contained in this Notice Inviting Tender ("NIT") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Overseas Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this NIT is to provide the Bidders with information to assist the formulation of their proposals.

This NIT does not claim to contain all the information where each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this NIT. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT. The information contained in the NIT document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this NIT. Indian Overseas Bank reserves the right to reject any or all the proposals received in response to this NIT document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

SCHEDULE OF BIDDING PROCESS

Sealed Item rate Tenders are invited on behalf of Indian Overseas Bank, **Regional office, GAD, Kamarajar St, Ennaikaran, Kanchipuram, Tamil Nadu 631501** from the **Bank empaneled contractors** for the following works.

S.No	Description	Important dates/ information
1.	Tender issuing date	04.07.2026
2.	Last Date of Submission of tender	18.07.2026 at 17.00 hours
3.	Bid submission mode	Hard copy of Tender to be submit at the office of Indian Overseas Bank, Regional Office, GAD, Kamarajar Street, Kancheepuram, Tamil Nadu 631501
4.	Date, time and venue for opening the tender	20.07.2026 at 11.30 hours at the office of , Indian Overseas Bank, Regional Office, GAD, Kamarajar Street, Kancheepuram, Tamil Nadu 631 501.

NOTICE INVITING TENDER (NIT) INSTRUCTIONS
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1. Tenders are invited on behalf of Indian Overseas Bank from Bank Empaneled Contractors who satisfy the requirement specified in the tender documents.
2. **The authorized person of the firm/ company shall sign in all the pages of the tender documents with seal of the company/ firm.**
3. If found necessary, Bank may inspect the works undertaken by the bidders, for which necessary co-ordination shall be made by them.
4. Bids received after the due date and time is liable to be rejected.
5. The Bank reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
6. The rate quoted by the Contractor shall be net, including all taxes (Except GST), insurance etc., as prevailing on the date of submission of the tender and hence all taxes, insurance and other statutory obligations in respect of this contract shall be payable by the Contractor and the Bank will not entertain any claim whatsoever in this respect. Statuary deductions like Income Tax etc as per prevailing rates shall be deducted from the bills of the contractor.
7. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Part B price bid. If any tenderer withdraws his/her tender before the said period, then the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
8. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts. After the work is awarded, the successful tenderer will have to enter into an agreement with the Bank.
9. The EMD of the Contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the initial security deposit within the stipulated period or start the work by stipulated date mentioned in the award letter.
10. The acceptance of a tender will rest with the Indian Overseas Bank and the Bank reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his/her tender is accepted in parts.
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
12. An item rate tender containing percentage below/ above will be summarily rejected. However, where a tenderer voluntarily offers a rebate on the quoted rates along with sealed tender, the same shall be considered.
13. On acceptance of the tender the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Bank / Officer-in-charge, shall be communicated to the Bank.

14. Indian Overseas Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever.
15. Bank reserves the right to amend/ modify the tender terms or issue any corrigendum before bids are opened. However, the bidder shall be given opportunity to modify his/her tender based on the revised terms.
16. The bidder shall bear all costs associated with the preparation and submission of its bid and the Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.
17. Conditional tenders / incomplete tenders will not be accepted and will be summarily rejected.
18. Bids submitted shall remain valid for a period of 90 days or such extended period as may be agreed mutually from the last day of submission of the Tender.
19. The bidder shall quote the rates in the format as indicated in the Price Bid inclusive of all applicable taxes Except GST. GST would be paid extra over & above the bid amount as applicable. Any deviation in the Price Bid format, by way of insertions or omissions, shall be rejected summarily.
20. The written offer of contract issued to the successful bidder/contractor shall be accepted by the bidder in writing within 7 days from the date of issue of the offer letter. Failure to accept the offer within this period will result in forfeiture of the EMD.
21. Applicable taxes will be deducted at source at the time of settlement of bills unless the bidder produces the certificate to the contrary from the Income Tax authorities. Necessary TDS certificate will be issued by the Bank.
22. The bidders must clearly note that: -
 - a) the contractor shall strictly conform to the scope of work and terms & conditions of the Tender:
 - b) Security Deposit:
EMD of **Rs.46,000/- (Rupees Forty Six Thousand only)** and the Initial Security Deposit amount **(which is 2% of the contract value less EMD)** will be converted into Security Deposit on award of contract, acceptance of the offer & submission of ISD and shall not bear any interest.
 - c) Security Deposit would be refunded only after deducting any payment due by the Contractor to the Bank in terms of the contract or otherwise. The decision of the Bank in this regard shall be final, conclusive and binding.
 - d) EMD of the unsuccessful bidders would be refunded only after finalization of the tender.
23. Bank reserves the right to reject any or all offers without assigning any reason. Bank may decide not to avail of any services from any bidder as a consequence of this Tender/ Advertisement. Bank also reserves the right to re-issue/recommence the entire bid process without the vendors having the right to object. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidders.
24. Failure of the successful Bidder to comply with the requirement of the tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the

EMD, in which event Bank may call for fresh Bids. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

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

- i. Bank: The term Bank shall denote Indian Overseas Bank with their Regional Office at Chennai and any of its employees' representative authorized on its behalf.
- ii. Consultants: The term Consultants shall mean **M/S Pithavadian and Partners, Chennai.**
- iii. Bidder / Contractor: The term Bidder / Contractor shall mean _____ and his/ her / their heirs, legal representatives, assigns and successors.
- iv. Site: The site shall mean the site where the works are to be executed viz., **Madhuranthagam**, including any equipment and erections thereon allotted by the Bank for the Contractor's use.
- v. "The Works" shall mean the work or works to be executed or done under this contract.
- vi. "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- vii. "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.
- viii. Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work.

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

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

The Contractor shall ask in writing for all clarifications on and address of the Contractor and his/ their heirs, legal representatives, assigns and successors.

26. Bidder shall Visit the Site : Intending Bidder shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The successful Bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank might be deemed to have reasonably been inferred to be so existing before commencement of work.

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

- a) Amount column to be filled in for each item and the amount for each sub head as detailed in the " Schedule of Quantities".
- b) All corrections are to be initialed.

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

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

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

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

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

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

The tenderer shall note that his tender shall remain open for consideration for a period as specified in General rules and Instructions, from the date of opening of the tender.

28. The Bank has power to add to, omit from any work as described in specifications or included in schedule of quantities and intimate the same/in writing but no addition, omission or variation shall vitiate the contract.

29. The Bidder shall note that his tender shall remain open for consideration for a period as specified, from the date of opening of the tender.

30. Agreement

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

31. Permits and Licenses

Permits and licenses necessary for carrying out the subject contract work shall be arranged by the successful Bidder. The Bank will render necessary assistance, sign any forms or applications that may be necessary. The successful Bidder shall have to Liaise with the Statutory Authorities, etc., for necessary Clearances. Bank would provide necessary documents, etc., if any, for the same.

The Bank shall be indemnified against all Government or legal actions for noncompliance of statutory obligations by the Contractor.

32. Government and Local Rules:

The Contractor 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 Contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc., and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment

and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

33. The successful Contractor / Bidder shall provide everything necessary for the proper execution of the subject work, according to the intent and meaning of the 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 Contractor finds any discrepancies therein he shall immediately and in writing, refer the same of the Bank whose decision shall be final and binding.

34. Contractor's Employees

The successful Contractor shall employ qualified and competent labours for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Bank. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Contractor 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 Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Bank or his representative shall be deemed to be a person employed by the Contractor.

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

- a) Minimum Wages Act: cost of man power should be covering all applicable labour Acts like minimum wages, insurance, EPF etc
- b) Bonus Act
- c) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and
- d) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

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

The Contractor 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 Bank regarding the maintenance of proper environmental sanitation of the area hygiene.

The Contractor 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 Bank and also to the Competent Authority where such report is required by law.

35. Insurance

The Contractor shall arrange to take "Contractors all risk insurance policy" including third party liability, covering the entire period of contract (including extended period if any) for the entire scope of works for a risk cover as deemed fit.

36. The Contractor shall obtain all the requisite licenses including under and Contract Labour (Regulation & Abolition) Act, 1970 and rules frames hereunder and under other applicable laws issued by the concerned Labour Department for running the

establishment. Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

37. The Contractor shall maintain and provide all necessary documentation, registers, challans and such other records in connection with the performance of captioned project and other related documents including for complying with any statutory requirements and provisions of applicable laws.
38. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it and Bank will not be responsible in case of any eventuality.
39. In the case of any labour problems related to the workmen staff of the Contractor deployed at site, the same shall be settled at the Contractor's end only. The Contractor shall indemnify the Bank suitably. It shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the bank, in respect of any of their service conditions or otherwise.
40. The contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the contractor at his cost. IOB shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.
41. Successful tenderer shall abide all safety/security regulations that need to be followed inside the Working site & as per the instruction of IOB Officials.
42. Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
43. The contractor shall arrange water/procure water required for the work at his own cost for all leads and lifts. IOB shall not be responsible for supplying water and Contractor shall ensure timely and adequate supply of water to meet the schedule.
44. All the payment for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book of the Contractor and jointly signed by the Contractor/ site engineer of IOB (Both hard copy and soft copy should be submitted with Running bill)
45. The Contractor shall register with Registrar of the concerned Central/ State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI etc. and shall indemnify the principal employer (IOB) against and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
46. Any dispute between the Contractor and IOB Bank, which cannot be settled by negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Tamil Nadu, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Tamil Nadu alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Contractor shall not be entitled to suspend the provision of the captioned Project, pending resolution of any disputes and shall continue to render the Captioned Project in accordance with the provisions of the contract notwithstanding

the existence of any dispute between the Contractor and the Bank or the subsistence of any arbitration or other proceedings.

47. The contract shall be governed by and construed in accordance with the laws of India and the Courts in Chennai shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

I/We have read the terms and conditions and are acceptable to me/us. –

Signature of the authorized person:

Name of the Signatory (in block capital letters):

Date :

Place :

□□□□□

SPECIAL INSTRUCTIONS TO TENDERERS
1. Time of Completion, Extension of Time & Progress Chart
Time of Completion:

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

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

Extension of Time:

If in the opinion of the Employer/ consultant the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other Contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades or (1) from other causes which the Employer may consider being beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless the Contractor shall use his best endeavors all that to prevent delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 15 with respect to payment of compensation for delay shall in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

Progress of Work:

During the period of construction, the Contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the Contractor immediately before commencement of work and agreed to by the Employer / consultant. Contractor 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)

The DLP shall be for a period of one year which shall commence from the certified date of Virtual Completion issued by the Architects/ PMC.

3. Mobilization and Date of Commencement

The date of commencement shall be either 14 Days from the date on which the acceptance letter is issued to the Contractor or the date, on which Contractor is instructed to take possession of the site, whichever is later. The contractor shall mobilize all men and material required for start of work at site including setting up site office etc. that may be necessary for smooth completion of project, within the said period.

Mobilization Advance:

No mobilization advance would be provided for the work. The successful contractor shall do all financial planning necessary for execution of works, accordingly.

4. Date of Completion

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

5. Compensation for Delay (LD)

The quantum of LD per week of delay, applicable for this work shall be 0.5 % of the tender amount shown in the tender, per week delay and subject to the total amount of damages not exceeding 10 % of the Contract price.

6. Period of Final Measurement

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

All hidden works shall be got measured as the work progress in presence of Contractors, Bank, Architect and respective specialized consultants to check up the quantity, quality and method of installation.

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

7. Value of Work for Interim Certificate

The minimum value of work done, entitling the Contractor to receive an interim payment 35% of Work order value-. The maximum number of payment is 3 including final bill payment.

8. Period of Honoring Interim Certificate

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

9. Period of Honoring Final Certificate

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

10. Total Security Deposit

The Total Security Deposit on the contract is calculated as under:

- a) 10.00% on the first Rs. 1,00,000 of the Cost of work.
- b) 7.5% on the next Rs. 1,00,000 of the cost of work.

- c) 5.0% on the next amount up to Rs.2 crores of the cost of work.
- d) 2.0% for the amount in excess of Rs. 2 crores of the cost of work subject to a ceiling on the Total Security at Rs. 25,00,000

Total Security Deposit shall comprise of

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money

Initial Security Deposit

The amount of Initial Security Deposit is calculated at the rate of 2% of the accepted value of the tender including the Earnest Money Deposit, subject to a ceiling of Rs. 5.00 lakhs. The Initial Security Deposit is to be paid by the Contractor to the Bank within 14 (fourteen) days of intimation to him of the acceptance of his tender.

Retention Money

The retention percentage (i.e. deduction from interim bill) shall be 8% of the gross value of each interim bill. The maximum amount of retention money shall be the balance amount of the Total Security Deposit. 50% of the retention amount will be refunded to the Contractor on completion subject to the following:

- Issue of Virtual Completion Certificate by the consultant.
- Contractor's removal of his materials, equipment, labour force, temporary sheds/stores etc., from the site (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank)

The remaining 50% of the amount may be refunded within One year after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the Contract, including site clearance.

11. Contractor to provide everything necessary

The Contractor 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 Contractor finds any discrepancies therein he shall immediately and in writing, refer the same of the Employer/ consultant whose decision shall be final and binding.

The Electricity will be provided free of cost for carry out the works in Bank premises. The Employer shall on no account be responsible for the expenses incurred by the Contractor for arranging the water. The workers of the contractor should not misuse the drinking water facilities of the bank premises.

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 Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment 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 Contractor shall take down any, remove any or all such centering, scaffolding,

planking, timbering, strutting, shoring, etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Employer/ consultant.

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

12. Compensation for delay in completion of the work

Should the work be not completed to the satisfaction of the Employer/ consultant within the stipulated period, the Contractor agrees to pay to the Employer a sum calculated as given below by way of compensation for the delay and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date. This is an agreed sum of money between parties and the employer need not prove that it has suffered damages to avail this money.

0.5% of the estimated amount shown in the tender per week subject to a ceiling of 10% of the accepted contracted sum.

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

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

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

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

The Contractor shall use the toilets identified by the Bank for use of their workmen and keep the same in a clean and sanitary condition to the satisfaction of the 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 Contractor 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 Contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

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

Protective Measures: The Contractor 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.

Contractor shall indemnify the Employer against any possible damage to the building,

roads, or members of the public in course of execution of the work. The Contractor 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 Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub- Contractors and remove same on completion. Cement should be stored one foot above the ground level and have pucca raised floor.

Tools: The theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor 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 Contractor.

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

14. Notice and Patents of Appropriate Authority and Owners

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

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

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

15. 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 Contractor 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 Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The Contractor 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.

16. Datum

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Employer/ consultant. All levels shown in the drawings are to be strictly adhered to.

17. Benches

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

18. Contractor Immediately to Remove All Offensive Matters

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to place provided by him.

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

19. Access

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

20. Materials, Workmanship, Samples, Testing of Materials

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

If required by the Employer/ consultant, the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/ consultant 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 Contractor. 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 Bank will be subjected to testing as per tender specifications.

For imported materials, for which standard testing procedures are not available in India,

the Contractor shall obtain necessary test certificates for such materials from the manufacturer to that effect that the materials comply with all codal provisions with respect to physical, chemical and functional parameters.

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 Contractors 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 to the Employer/ consultant and written approval from Employer/ Architects/ PMC must be obtained prior to placement of order.

During inclement weather the Contractor shall suspend concreting and plastering for such time as the Employer/ consultant 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 Contractor shall be rectified by the Contractor 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 Contractor 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 Contractor 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-Contractor and any damage caused must be made good by the Contractor at his own expenses.

21. Removal of Improper Work

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/ consultant 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 Contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Architects/ PMC shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the Architects shall relieve the Contractor from his liability in respect of unsound work or bad materials.

22. Consultant:

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

The consultant shall have power to give notice to the Contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the consultant from the Premises Department of the Employer and the consultant. But such examination shall not in any way exonerate the Contractor 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 Contractor shall take instructions only from the consultant or his representative.

23. Contractor's Employees

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/ consultant. The Contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The Contractor shall employ local labourers on the work as far as possible.

No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.

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

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

- e) The Payment of Wages Act
- f) Employer's Liability Act
- g) Workmen's Compensation Act Contract Labour (Regulation & Abolition) Act, 1970 and
- h) Central Rules 1971.
- i) Apprentices Act 1961
- j) Minimum Wages Act
- k) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

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

The Contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor 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 Contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

24. Dismissal of Workmen

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

25. Assignment

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

26. Damage to Persons and Property Insurance Etc.

The Contractor 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-Contractor or of any of his or a sub-Contractor'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 Contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Contractor 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 Contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the Contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

27. Insurance

The Contractor shall arrange to take "Contractors all risk insurance policy" including third party liability, covering the entire period of contract (including extended period if any) for the entire scope of works for a risk cover not less than the contract value

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

The Contractor 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 Contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

28. Accounts, Receipts & Vouchers

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

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

29. Payments

All bills shall be prepared by the Contractor in the form prescribed by the Employer/ consultant. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Employer/ consultant shall issue a certificate after due scrutiny of the Contractors' bill stating the amount due to the Contractor from the Employer and the Contractor 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** shall be paid on the request of the Contractor for the smooth progress of the work. The amount stated in an interim certificate shall be the total value of work properly executed and **75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill** less the amount to be retained by the Employer as retention money vide clause 11 of the general conditions of contract, less TDS, less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties .

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

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually, done and completed, and shall not preclude the Requiring of bad, unsound, and- imperfect or unskilled work to be; removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the consultant and payment shall be made within three months.

30. Final Payment

The final bill shall be accompanied by a certificate of completion from the Consultants & Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 10 of the Special Instructions to tenderers less TDS & Other applicable taxes etc. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

31. Variation/Deviation

The price of all such additional items/ non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

32. Substitution

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/ consultant in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer/ consultant 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 Contractor and deficiencies and defects put right. On completion of such inspection the Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the Contractor shall clean all works/Serviced Areas at all places of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

34. Clearing Site on Completion

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

35. Defects after Completion

The Contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor 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 Contractor from the amount retained under clause No.11 together with any expenses the Employer may have incurred in connection therewith.

36. Concealed Work

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

37. Escalation

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

38. Idle Labour

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

39. Suspension

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the Contractor 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 has been given the Contractor 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 Contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clause 42 (Termination of Contract by Employer).

40. Termination of Contract by Employer

If the Contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater Part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract, or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore. or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the

opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days' notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the Contractor the whole on which shall continue in force as fully as if the Contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other persons or person to complete the works, and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the employer may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized.

Any expenses or losses incurred by the employer in get the works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.

41. Arbitration

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

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

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

If the Employer fails to send to the Contractor the panel of three names as foresaid within the period specified, the Contractor shall send to the Employer a panel of three names of

persons who all shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid select anyone of the person's names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate this name to the Employer.

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

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

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

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

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

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

Subject to aforesaid the provisions of the Arbitration Act 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 Employer and the Contractor 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.

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SAFETY CODE

i.> Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).

ii.> Scaffolding or staging more than 3.6 m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured at least 90 cm (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii.> Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.

iv.> Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).

v.> Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm (11 $\frac{1}{2}$ ") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm (1 foot) of length. Uniform step spacing shall not exceed 30 cm (12"). 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. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

vi.> Excavation and Trenching: All trenches, 1.2 m (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 feet) in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 90 cm (3 feet) above the surface of the ground. The sides of the trenches which are 1.5 m (5 feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 1.5 m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

vii.> Demolition: Before any demolition work is commenced and also during the process of the work: -

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

viii.> All necessary personal safety equipment as considered adequate by the Engineer-in-Charge 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 contractor should take adequate steps to ensure proper use of equipment by those concerned: -

- a. Workers employed on mixing asphaltic 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 which is injurious to the eyes shall be provided with protective goggles.
- c. Those engaged in welding works shall be provided with welder's protective eye shields.
- d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e. When workers are employed in sewers and manholes, which are in use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f. When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the following safety measures are adhered to: -

- i) Entry for workers into the line shall not be allowed except under supervision of the Architect or any other higher officer.
- ii) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the Manholes for working inside.
- iii) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
- iv) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- v) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- vi) No smoking or open flames be allowed near the blocked manholes being cleaned.
- vii) The Malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- viii) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- ix) Gas masks with oxygen cylinder should be kept at site for use in emergency.
- x) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, Portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the lowered side protected from wind so that they will not be source of friction on any inflammable gas that might be present.

- xi) The workers shall be provided with Gumboots or non-sparkling shoes, bump helmets and gloves, non-sparkling tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- xii) Workmen descending a manhole shall try each ladder step or rung carefully before putting his/her full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole wall.
- xiii) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- xiv) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer in charge regarding the steps in this regard to be taken in an individual case will be final".

g. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:

- i) NO paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- iii) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

I. a. White lead, sulphate of lead, or products containing these pigments shall not be used in painting operation except in the form of paste or of paint ready for use.

b. Measures shall be taken in order to prevent danger arising from the application of paint in the form of spray.

c. Measures shall be taken, whenever practicable, to prevent danger arising from dust caused by dry rubbing down and scraping.

II.a. Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

b. Overall shall be worn by all the working painters during the whole of the working period.

c. Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.

III.a. Cases of lead poisoning and of suspected lead poisoning shall be notified and subsequently verified by a medical man appointed by the competent authorities of the Employee.

b. The Employer may require, when necessary a medical examination of workers.

c. Instructions with regard to the special hygienic precautions to be taken if the painting work shall be distributed to working painters.

ix.> When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of the 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.

x.> Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:

1) a. These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

2). Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

3). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or a means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

4). In case of Employer's machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractors' machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

xi.> Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on Interior installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.

xii.> All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places or work.

xiii.> These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

xiv.> To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, of the Government Engineer-in-Charge of the Employer or their representatives.

xv.> Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

xvi.>

LIST OF APPROVED MAKES – INTERIOR WORK

LIST OF APPROVED MAKES

1. 19 mm ply wood : Anchor / Green ply /Century / Archidply /
2. 12 mm Plywood : Anchor / Green ply /Century / Archidply
3. 6 mm Plywood : Anchor / Green ply /Century / Archidply
4. Veneers : Anchor / Green ply / Century
5. Laminates : Greenlam /Merino /Century /Sunmica
6. Glass, Float glass : IAG, Saint Gobian, ASAHl
7. Melamine polish : Asian paint / ICI/ NEROLAC/
8. polish : Light house, Sheenlac, MRF
9. Lustre oil paint : Asian/ Nerolac/ ICI/MRF.
10. Emulsion paint : Asian/ Nerolac/ ICI.
11. Automobile Duco paint: MRF / ICI / ASIAN
12. Preservatives : Solignum / Black Japan / Termi seal
13. Foam : MM / Sleepwell /Durubb / Dunlop / Reliance/

Modi/

14. Carpet tiles : nylon carpet tile –Shaw/ Milliken / Bentley prince
15. Adhesive : Fevicol
16. Teakwood : Old Burma teak
17. Aluminium Sections : Jindal /Indal / Hindal
18. Locks : Yale / Haffele / Dorma/Godrej
19. CEMENT : ACC, ULTRA TECH, AMBUJA – 43 grade
20. BRICKS : Burnt bricks with minimum strength of 35 kg/cm²
21. STEEL : HYSD bars with Fe-415 grade
22. Vitrified Tiles : RAK / Nitco/ Kajaria
23. False ceiling tiles : AMF/Armstrong / Ecophone
24. Gypsum false ceiling : India Gypsum, Saint Gopain, Asia
25. Italian Marble :classic/ nitco/ elegance

(The lot of marble would be jointly signed by the Bank & the Architects)

26. Blinds (vertical/roller) : Hunter Douglas, Mac, Vista, Technifab
27. Wallpaper : Marshall /ego /softek
28. Glass film : 3M
29. HARDWARE : OZON, GODREJ, EBCO

NOTE:

Any brands indicated under the items specifications in the schedule of quantities will prevail over the above indicated makes.

Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank.

LIST OF APPROVED MAKES – ELECTRICAL WORKS

Sl. no	Description	Makes
a.	PVC Wires	Havells /Finolex / V Guard
b.	MCB/MCCB/ DBs	Legrand/Hager / L&T/Siemens/Merlin Gerin/Crabtree
c.	Telephone Cable	Havells / Finolex /V Guard
d.	Data Points	AMP/D-link
e.	Data Cable (Structured cable)	AMP/Legrand (LCS2)/D-link
f.	Light Fixtures	Wipro / Crompton Greaves / Havells / Philips
g.	Wall Mount Fan / Ceiling fan	Havells / Crompton/ Orient/ Usha
h.	Modular Switches	Legrand (Myrius/Arteor) / Anchor(Woods) /Schneider(Zencelo)/ Crabtree (Athena/Verona)
i.	PVC Conduits	Finolex/ Astral / Precesion/ V flex/ Bajaj plast
j.	LT UG Cable	Havells / Polycab /Finolex /Asian/Universal/CCI
k.	Changeover Switch	HPL/L&T/Siemens/Legrand
l.	Timer	Legrand/Siemens
m.	LED Light fittings	Philips, Havells, Crompton Greaves, Osram, Wipro

NOTE: Any brands indicated under the items specifications in the schedule of quantities will prevail over the above indicated makes.

Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank and Architect.

LIST OF APPROVED MAKES – AIR-CONDITIONING WORKS

"Acceptable makes: Mitsubishi / Hitachi / Daikin / Voltas / Bluestar
Rate Should be inclusive all civil related to the A/c works as per the site conditions at all times. Core cutting, Scaffolding should be inclusive of all items at all levels.
Copper Pipe - Total line, mandev, Rajco
Drain Pipe - Finolex, Prince, Truebore
Cables (power) - Finolex/ Polycab / RR-Kabeel, Orbit
Cables (control) - Finolex/ Polycab / RR-Kabeel, Orbit
Drain Pipe - Finolex, Prince, Truebore
Galvanized sheet steel ducting - SAIL/ NIPPON STEEL/ JSW / Jindal
Continuous RA Grill with damper - Cosmic or Equivalent
SA Diffuser, 600 x 600 - COSMIC/ AIR MASTER
THERMAL INSULATION - K flex, Armaflex, Supreme

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On the letter-head of the bidder

LETTER OF UNDERTAKING

**To
The Chief Manager
Indian Overseas Bank
Regional office, GAD, Kamarajar Street,
Kanchipuram, Tamil Nadu 631 501.**

Dear Sir,

1. We hereby confirm that we agree to all the NIT terms and conditions of the Interior, Electrical & AC Work for **Mathuranthagam Branch**, its Annexures, amendments made to the NIT without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2025.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

AGREEMENT FORMAT

Articles of Agreement made on this _____ 2026, between

_____ having registered office at _____ (herein after called the 'contractor'), on one part and the **Indian Overseas Bank** a Body Corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1970, having its **Regional office, GAD, Kamarajar Street, Kancheepuram, Tamil Nadu 631 501** (herein after called the 'Bank') on the other part.

WHEREAS the employer is desirous of Interior works at **Mathuranthagama** as per **schedule I** to this agreement and has caused drawings, bill of quantities, and a specification describing the work to be done as prepared by our consultant **M/s. PITHAVADIAN AND PARTNERS**, No-10, Murugappa Road, Nawab Gardens, Kotturpuram, Chennai - 600 085.

AND WHEREAS the said drawings as per **schedule II** to this agreement inclusive, the bill of quantities and the specifications as per Architects specification / CPWD / local PWD specifications/ The Indian standard specifications have been signed by or on behalf of the parties hereto:

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

_____ only

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

2. The Bank will pay to the Contractor the said sum of Rs _____ (Rupees

_____) only or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The term "the Consultant" in the said conditions shall mean **M/s PITHAVADIAN AND PARTNERS**, No-10, Murugappa Road, Nawab Gardens, Kotturpuram, Chennai - 600 085. Or in the event of their ceasing to be Architect for the purpose of this contract, such other person as shall be nominated for that purpose by the employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the arbitrator mentioned in the said conditions. Provided always that no person subsequently appointed to be architects under the contract shall be entitled to disregard or overrule any decision or approval or direction give or expressed by the architects for the time being.

4. The said conditions, specifications and priced bill of quantities shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions, specifications and priced bill of quantities contained.

SCHEDULE-I

Contains drawing number

SCHEDULE –II

Correspondence between Contractor and Bank

As witness our hand the day and year first above written.

Signed by the said employer
In the presence of witnesses

Name: _____
Occupation: _____
Address: _____

Name: _____
Occupation: _____
Address: _____

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

Name: _____
Occupation: _____
Address: _____

Name: _____
Occupation: _____
Address: _____

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