

**INDIAN BANK  
ZONAL OFFICE**

**PROPOSED HVAC WORK FOR OF  
INDIAN BANK SION BRANCH AT  
103/104 1ST FLOOR MARYLAND CORNER SION (EAST) 400022**

**TENDER DOCUMENTS**

NAME OF THE CONTRACTOR :  
ADDRESS :  
DATE OF SUBMISSION : ON OR BEFORE 23RD JULY, 2021 UPTO 3.00 P.M.  
DATE OF OPENING : ON 23RD JULY, 2021 AT 3.30 P.M.

**INDIAN BANK**  
**ZONAL OFFICE**

**Maker Towers-‘F’ wing, 18<sup>th</sup> Floor, Cuffe Parade, Mumbai 400 005**

Phone 22151871. e-mail: zomumbaisouth@indianbank.co.in /zo.mumbai.expprem@indianbank.co.in

Ref No.

Date:

To,

Dear Sir,

**TENDER NOTICE**

**Sub. :-** Proposed HVAC Work OF INDIAN BANK SION BRANCH.

We hereby invite you to submit your quotation for above- mentioned work. The specifications, special conditions of contract and schedule of work to be carried out are enclosed herewith. You are requested to inspect the site and the nature of work prior to submitting the tenders. You are requested to submit your most competitive offer complete in all respect to reach THE DEPUTY ZONAL MANAGER, INDIAN BANK, ZONAL OFFICE, Maker Towers – ‘F’ Wing, 18<sup>th</sup> Floor, Cuffe Parade, Mumbai 400 005 by 3.00 p.m. on 23RD JULY, 2021 in a sealed cover with the name & address of your firm on the left hand bottom corner.

The Tender documents can be obtained from Indian Bank’s website. The rates quoted will include and cover all cost, expenses, liabilities of very description and all risk of every kind to be taken in execution and handing over the work to the Bank. The sales tax (state and central), works contract tax, octroi, duties and any other taxes applicable and prevailing from time to time on such item for which the same are leviable and the rates quoted by contractor are inclusive of the same. Each page of the tender shall bear the signature of the bidder over his name stamp.

Bank reserves the right to accept or reject lowest or any other bid in full or in part and/ or accept any bid other than the lowest in full or in part without assigning any reason, whatsoever. No correspondence will be accepted / entered in this connection and Bank’s decision shall be final, conclusive and binding on all.

The following document forming a part of tender, are enclosed herewith.

1. Tender Notice
2. Introduction.
3. Special Instructions & conditions.
4. Letter of Offer.
5. Articles of agreement
6. Preamble to B.O.Q.
7. Mode of Measurement.
8. List of Approved Manufacturers for materials.
9. Bill of quantities.
10. Drawings

This tender notice shall form part of the contract and non- submission of tender in the above manner will render your offer liable for rejection.

Thanking you,

Yours faithfully,

Deputy Zonal Manager

## INTRODUCTION

- |   |   |
|---|---|
| 1. NAME OF THE CLIENT OFFERING CONTRACT | INDIAN BANK   |
| 2. SITE ADDRESS                         | 103/104 1ST FLOOR MARYLAND CORNER SION ( EAST )<br>400022   |
| 3. SCOPE OF WORK                        | BRANCH HVAC WORK  |
| 4. A. ISSUE OF TENDERS                  | INDIAN BANK WEBSITE (TENDERS SECTION)   |
| 5. B. SUBMISSION OF TENDERS             | ON OR BEFORE 23RD JULY, 2021 UP TO 3.00 PM.<br>AT INDIAN BANK, ZONAL OFFICE, MAKER TOWERS – ‘F’<br>WING, 18TH FLOOR, CUFFE PARADE, MUMBAI 400 005 |
| C. DATE OF OPENING OF TENDERS           | ON 23RD JULY, 2021 AT 3.30 PM   |
| 6. TIME LIMIT FOR EXECUTION             | 15 DAYS   |
| 1. EARNEST MONEY DEPOSIT                | 1%  |
| 2. INITIAL SECURITY DEPOSIT             | 10%   |
| 3. RETENTION MONEY                      | NIL   |
| 4. DEFECT LIABILITY PERIOD              | 12 MONTHS FROM DATE OF COMPLETION OF WORK   |
| 5. INSURANCE                            | 100% OF CONTRACT VALUE  |
| 6. PENALTY OF DELAY                     | 1% OF THE CONTRACT SUM PER WEEK MAXIMUM<br>AMOUNT OF LIQUIDATED DAMAGE WILL BE 10% OF COST<br>OF WORK.  |
| 7. PAYMENT OF R.A. BILLS                | VALUE OF 1 <sup>ST</sup> RUNNING BILL SHALL NOT BE LESS THAN 40%<br>OF TOTAL CONTRACT AND REMAINING BILLS NOT LESS<br>THAN 30% EACH.              |

To,  
THE DEPUTY ZONAL MANAGER  
INDIAN BANK,  
ZONAL OFFICE,  
Maker Towers – ‘F’ Wing,  
18th Floor, Cuffe Parade,  
Mumbai 400 005.

Dear Sir,

**LETTER OF OFFER**

**Sub. :** - Proposed HVAC Work at INDIAN BANK SION BRANCH.

With reference to the tenders regarding the above work invited by you, we have to state as under.

We declare that before quoting the rates, we have visited the site and our rates are as per present site condition. In the event of this tender being accepted, I / We agree to enter into and execute the necessary contract documents as required by you.

As required by you, I / We are returning herewith the documents (in single) duly signed by us at each page in token of our acceptance of the provisions in the documents.

We hereby after to execute and complete the whole of the works strictly in accordance with the said conditions of contract, special conditions of contracts, specifications and drawings at the rates set out against each of the items of work in the schedule of quantities. The total cost included in the above is Rs. \_\_\_\_\_ (Rupees only)

We have carefully read and clearly understood the conditions of contracts, special conditions of contract, and specifications. We agree to complete the work at the rate \ rates quoted by me \ us in the schedule of quantities and within the specified time from the date of work order awarding the work to us.

We understand the work is to be completed within scheduled time period.

Our rates are firm and include and cover all cost, expenses, liabilities of very description and all risk of every kind to be taken in execution and handing over the work to the Bank. The Works contract tax, octroi, duties, municipal tax, general tax and any other taxes applicable and prevailing from time to time on such item for which the same are leviable and the rates quoted by us are inclusive of the same but excluding GST.

Thanking you,

Yours faithfully,

NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TELE. NO. : \_\_\_\_\_  
FAX. NO. : \_\_\_\_\_  
MOBILE NO. : \_\_\_\_\_

**FORM OF AGREEMENT**

THIS AGREEMENT made this day of \_\_\_\_\_, 2021 between INDIAN BANK (hereinafter called “The Employer”) of one part and \_\_\_\_\_ of \_\_\_\_\_ having registered office at \_\_\_\_\_ (Hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out Proposed HVAC Work at SION BRANCH (Hereinafter called “the Work”) and has caused drawings and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of C.E. AND WHEREAS the Contractor supplied the owner with a fully priced copy of the said Bills of Quantities (which copy hereinafter referred to as “the Contract Bills”) AND WHEREAS the said drawings (hereinafter referred to as “the Contract Drawings”) and the Contract Bills have been signed by on or behalf of the parties hereto: ~~AND WHEREAS the contractor has deposited the sum of Rupees \_\_\_\_\_ Only with the Employer for due performance of this Agreement.~~

**NOW IT IS HEREBY AGREED AS FOLLOWS**

1. For the consideration hereinafter mentioned the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract Drawings and described by or referred to in the Contract Bill and in said conditions.
2. The Bank will pay the Contractor the sum of Rupees \_\_\_\_\_ (hereinafter referred to as “the Contract Sum”) of such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. Tender documents containing Notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of contract, Specifications, Schedule of Quantities with the rates entered therein shall be read and studied as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions, stipulations and perform the agreements on their parts respectively in such conditions contained.
4. Time shall be considered as of the essence of this Agreement and the Contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work within 30 Days from date of commencement of work, nevertheless to the provisions of extension of time.
5. This agreement and Contract shall be deemed to have been made in and any question or dispute arising out of or in any way connected with this agreement and contract shall be deemed to have arisen in and only the courts in Bombay shall have jurisdiction on to determine the same.

AS WITNESS the hands of the said parties.

Signed by the said  
In the presence of  
Witness  
Name:  
Address:

BANK

Signed by the said  
In the presence of  
Witness  
Name:  
Address:

CONTRACTOR

## **TENDER FORM**

The general Terms and Conditions that are more particularly set out herein below for the purpose of appointing contractors for the purpose of carrying out Proposed HVAC Work at SION PARADE BRANCH and other ancillary activities which is herein after referred to as “the said work”. The definition and interpretation of the certain classes are more particularly set out hereunder.

### **DEFINITIONS:-**

1. “THE SAID WORK” includes all items of Proposed HVAC Work at SION BRANCH of INDIAN BANK with bill of quantities, general terms & conditions / special conditions / technical conditions.
2. The “BANK” shall mean the “INDIAN BANK” having its registered address at ZONAL OFFICE, Maker Towers – ‘F’ Wing, 18<sup>th</sup> Floor, Cuffe Parade, Mumbai 400 005 and authorized representative(s) of the BANK to discharge all or any of its function.
3. The “CONTRACTOR” shall mean the individual or firm or Company, whether incorporated or not who is assigned the subject work, and shall include the personnel representative/ (s) of such individual person, firm or company of such individuals or firm or Company, successors and permitted assigns. The work contractor shall include “Sub-Contractor” if expressly permitted by the Employer in writing.
4. The “C.E. / CONSULTANT” means the authorized person or persons nominated by the BANK for the purpose of the contract, who shall inspect, direct, Supervise, measure and issue certificates in respect of the said work and are Incharge of the work for the purpose of this contract. It also includes any person claiming through or under them.
5. The “CONTRACT” means instructions to Contractor, Tender, the written acceptance thereof, a form agreement between ‘EMPLOYER’ and ‘CONTRACTOR’ (where completed) to execute the works as per conditions and specifications set in this document including Bill of Quantities.
6. The “SPECIFICATION” means specification referred to includes General, Special and Technical specifications (with drawings if any) and any modification thereof or addition thereof as many from time be furnished or approved in writing by the Consultant / Employer.
7. The “CONTRACT PRICE” means the sum named in the tender subject to additions or deductions there from as the case may be.
8. The “PLANT & EQUIPMENT” of the contractor shall mean all plants, machinery, equipment, pipe work services and all other things to be provided, erected, commissioned and maintained in accordance with Contract.

### **ELIGIBILITY FOR TENDERING & GENERAL CONDITIONS OF CONTRACT**

1. The tender must be submitted in a sealed cover super scribed with the tender number, the name of the work as given above and the tenderers name & address on the bottom left side of the envelope and handed over to the BANK. Tenders will be received upto 3.00 p.m. on – 23RD JULY, 2021.
2. The tenderer should visit the site and acquaint himself with the site conditions and should study all the tender documents carefully and understand the tender contract conditions, specifications etc. before quoting. If there are any doubts they should get clarification in writing.
3. Late tenders i.e. tenders submitted / received after 3.00 p.m. on 23RD JULY, 2021 will not be considered.
4. The tender documents are non-transferable.

5. All the entries in the tender documents must be made in English and all entries must be by hand and written ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the BANK in its discretion.
6. The tenderer should quote the rate and amount for the assessed quantities (area) of each item. The rates for each item should be written both in figures as well as in words. Erasures, alteration, and overwriting must be avoided. Wrong figures and words, if any, should be scored out and the correct figures and words neatly written authenticated by the signature of the tenderer. No advice of any change in rates or conditions after opening the tender will be entertained.
7. In the event of any discrepancy in the rates quoted in words and figures, the former shall be prevailing. Mathematical computation error, if any, in the amount shall however be rectified.
8. The Employer has assumed that Contractor is fully aware of all items of work. Some items of work will be done simultaneously and some items will be done in sequence and different operations in different times.
9. The Contractor is responsible for the due and proper execution of all the works, terms and conditions stipulated under this contract. Before offering his tender, Contractors should visit the site of works to ascertain the nature of work and to collect all relevant information such as general, local, physical & climatic conditions of the site, availability, handling and storage of materials, water, electricity, and availability of labour, roads, and the configuration of the ground. Any failure on the part of the Contractor in this regard shall not absolve him from any responsibilities or obligations under this contract and no claim whatsoever on account of these shall be entertained.
10. On receipt of intimation from the BANK for the acceptance of his/ their Tender, the successful Tenderer shall be bound to implement the Contract and within ten days thereof, the successful Tenderer shall sign an agreement if called upon to do so, but the written acceptance by BANK of a Tender will constitute a binding contract between BANK and the person so tendering, whether such formal agreement is or is not subsequently executed.
11. The tenderer should note that unless otherwise stated, the Tender is strictly on item rate basis and his attention is drawn to the fact that rates for such a every item should be correct, workable and self –supporting. The quantities in the Schedule of Quantities approximately indicated the total extent of work, but may vary and even be omitted thus altering the aggregate value of the Contract. No claim for any compensation shall be entertained in this regard.
12. The tenderer must obtain all the information which may be necessary for the purpose of tendering for himself, on his own responsibility and at his own expenses and for entering into a Contract must inspect the Site of the work and all matters pertaining thereto, regarding supplying, fabricating and erecting at Site without any damage to the existing property of the Client's or their neighbors, if any.
13. INDIAN BANK does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. INDIAN BANK also reserves the right to divide the work between two or more tenderers and the successful tenderers shall have to carry out even part orders for various items at quoted rates. No variation in rates shall be allowed on this account under any circumstances, whatsoever no correspondence will be accepted / entertained in this connection and Bank decision shall be final conclusive and binding on all.
14. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in Railway Freights or any conditions whatsoever.
15. The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for following items **except GST**:
  - i. Design, Fabrication, supply and installation at Site, Labour, maintenance, fixing, arranging, cleaning, making good, hauling etc.

- ii. Plant, double, scaffolding, frame work, ladders, ropes, nails, spikes, tools, materials, workmen, protection from weather, temporary support, platform, and maintenance of the Same. Insurance for labour materials and third party.
  - iii. Works Contract, Excise Duty, Octroi, Toll Tax, Entry tax or any other levy imposed by Central Government or State Government or any Local Authorities.
  - iv. Packing, transportation, loading and unloading, freight charges, transit
  - v. Covering for the walling and other works during inclement weather or strikes or whenever Directed, as necessary.
  - vi. All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
  - vii. All measures required to be taken for protection of existing works.
  - viii. All such temporary weather-proof sheds at such places and in a manner approved by the C.E. for the storage and protection of materials against the effects of sun and rain.
  - ix. Testing of materials.
  - x. No tools and plants shall be issued by the Bank under the Contract.
16. All the payments of bills for the work shall be done only at SION BRANCH by the Branch Manager after sanction from ZONAL OFFICE, INDIAN BANK.
17. For any clarification in any item of work, The contractor should get the same from the HVAC designer before carrying out the work and all items of work should be carried out with the approval of the Bank.

**EARNEST MONEY DEPOSIT/ SECURITY DEPOSIT/ MOBILIZATION ADVANCE**

1. The tenderer is required to deposit towards Earnest money in the form of a Demand Draft drawn in favour of “INDIAN BANK” and submit the Demand Draft along with the tender. Tenders unaccompanied by the requisite Earnest Money Deposit will be summarily rejected.
2. EMD of the selected contractor / Tenderer will be retained as part of the Security Deposit required for due and satisfactory fulfillment of the contract in terms of the conditions of contract but shall be forfeited, if the Contractor / tenderer fails to execute the agreement or start the work within 15 days of receipt of acceptance letter or if he withdraws his bid within the period of validity of the bid (120 days). EMD of the unsuccessful tenderers shall be returned.
3. The Contractor shall pay Security Deposit @ 10% for the Contracted amount towards the security deposit after adjusting the EMD shall be recovered in full from the first “on account “ bill.
4. 50 % of the retention amount shall be refunded to the contractor on virtual completion subject to the following:
  - i. Issue of Virtual completion Certificate by the Premises Department.
  - ii. Contractor’s removal of his surplus materials, equipment, and labour force, temporary sheds /stores etc. from the site. (Excepting for a small presence required if any for rectification during defect liability period and approved by the BANK).
5. The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and rectified all defects in accordance with the condition of the contract, including site clearance.
6. Defects liability period: Defects pointed out during the defects liability period of 12 (Twelve) months from the date of virtual completion of work, will be satisfactorily rectified by the contractor at no extra cost to the Employer with end satisfaction.
7. No interest shall be payable on the EMD/SD amount.
8. No payment will be made towards mobilization Advance.



### **VALIDITY OF TENDER BID**

1. The tender rates shall remain valid for a period of 120 days from the date for receipt of tender.
2. The tendered Rates shall remain firm during the contract period and no price escalation shall be permitted,

### **BANK'S RIGHT OF ACCEPTANCE OF BIDS**

The BANK does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. BANK also reserves the right to divide the work between two or more tenderers and the successful tenderers shall have to carry out even part orders for various items at quoted rates. No variation in rates shall be allowed on this account under any circumstances, whatsoever no correspondence will be accepted / entertained in this connection and BANK's decision shall be final conclusive and binding on all.

### **BID, QUANTITIES / MEASUREMENTS**

1. Price bid shall be quoted for all the items described in the schedule of quantities. Price quotation for part items of the schedule shall not be accepted and such tender shall be summarily rejected.
2. No payment shall be made for the personal visit for assessing the quantities/ measurements for the preparation of the tender bid.
3. Quantities / measurements for which the bid for various item is submitted shall be given precisely in the schedule of Quantities, These quantities and measurements shall be based on the basis of personal assessment and physical verification at site.
4. The Contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting the second interim bill to Bank.
5. Any work done at factory will not be counted in the running accounts bill until the material is brought on site.
6. Excess quantity shall not be executed without written permission from Bank. In case of upward or downward revision in quantities of items, the rate quoted by the Contractor shall remain firm at all the times.
7. The contractor shall take joint measurements with the C.E./Bank representative before covering up or otherwise placing beyond the reach of measurement any item of work should the contractor neglect to do so, the same shall be uncovered at contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same, was executed.
8. In case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with the latest Indian Standard Specifications subject to the approval of the C.E. / Bank.

### **DIMENSIONS:**

1. Figured dimension are to be followed in all cases, large scale details take precedence over small scale drawings, In general the drawings shall indicate the dimensions positions and type of construction, the specification shall indicate the qualities and methods, and the bill of quantities shall indicate the quantum and rate for each item of work.
2. Any work indicated in the drawings and not mentioned in the specifications or vice-versa shall be furnished as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings / documents shall be promptly brought to the provisions giving more rigorous interpretation shall prevail but in the event of disagreement between the contractors and the supervisors, decision of HVAC Designer shall be final In case of any discrepancy, the contractor is to ask for an explanation before proceeding with the work. However specifications will prevail over the drawings.

## **OBSERVANCE / COMPLIANCE OF LABOR LAWS AND OTHER STATUTORY PROVISIONS FOR THE CONTRACT**

1. The contractor shall, in the execution of the contract, be responsible to comply with all the labor laws & statutory provision governing the work, such as, but not limited to, the following Laws or any other act or enactment relating thereto and rules as amended up to date.
  - a. Contract labor (Regulation & Abolition) Act. 1970. The Contractor shall submit a copy of the license obtained under this act along with the bid.
  - b. Employees State Insurance Act for Security and Insurance of staff/ workers.
  - c. Payment of Wages Act.
  - d. Minimum wages Act, 1948.
  - e. Workmen's Compensation Act.
  - f. Industrial Disputes Act.
  - g. Bank's Liability Act

The Contractor shall abide by and adhere to all labour laws, PF, ESIC, etc. The Contractor shall work only on and during hours of working day unless he obtains prior approval of the C.E. / Bank. The Contractor will observe and abide by the rules and regulations of the public Authorities regarding overtime, night working and any particular rule regarding nuisance to the residence that may result there from.

2. The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labor, supervision, materials, tools, tackles, plants, equipment, transport, lead/ lift of materials etc. as may be required for execution and completion of the works.
3. The materials used for the work shall be of prescribed quality / standard and the work executed according to the prescribed specification. Materials and mix not being of the specified standard / specification shall be rejected at the cost of the contractor.
4. After completion of work all accumulate debris, dirt etc shall be removed and disposed away from the BANK premises by the contractor at his expense and no payment shall be done / made for that.
5. Doors, Windows, Staircases and passages shall be cleaned / washed by the contractor as part of the contract work without any additional payment.
6. The debris shall be removed from the site every three days.
7. The contractor shall clean the site everyday before the closure of work.
8. No additional work is to be carried out by the contractor unless instructed by the BANK through C.E.. The contractor will have to carry out the item of work with prior permission from BANK and as per instruction from C.E. which may not have been specified in tender but necessary for completion of job.
9. Any extra item of work carried out other than specified in tender will be paid by the BANK as per the actual expenses and 15% for overheads and profit certified by C.E..

## **INCOME TAX**

1. The bidder shall indicate his Income Tax PAN/GIR Number.
2. Income Tax at applicable rates of the amount of each payment shall be deducted and deposited with the Government as per Current Statutory provision if applicable. On completion of the work, a certificate for the Income Tax deducted at source given to the contractor.

## **DOCUMENTS TO BE COMPLEMENTARY**

All sections of contract document and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections. Bank / C.E.'s decision shall be final and binding on the contractor for interpretation of same.

### **COMPLETION PERIOD**

Time is the essence of the contract and the contractor is required to complete the entire work to the satisfaction of the Bank in 30 days from the date of work order.

### **PROGRAM WORK AND PROGRESS REPORTS**

The successful contractor will have to submit a detailed bar-Chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by C.E.. Contractor shall strictly adhere to the same. This program shall form part of contract and shall be binding on the contractor. However, the BANK reserves the right to alter the Program, if necessary, from time to time, No claim whatsoever of any nature by the Contractor on this account shall be entertained by BANK. They shall also have to write their requirements about co-ordination from other agencies working at site.

### **WATER & ELECTRICITY REQUIREMENT**

1. The Contractor will be permitted to draw and use water from BANK's U/W Tank and O/W Tank. He will not claim any compensation for late, intermittent and no supply of water. At the time of shortfall, the Contractor will arrange water without any extra cost. The Contractor has to arrange 'Sintex' tanks of adequate capacity to store water and pumps and pipes for distribution of water from tanks to work place free of charge. The site for storage and distribution of water will be decided by the owner / Bank.
2. The Contractor will be provided Electricity at one point by the BANK free of cost, only most convenient to the Bank. He will also ensure that all safety measures are adhered to at his costs. The Contractor will not make any wastage of this facility nor will claim any compensation for late or intermittent supply for electricity. Cost of power shall be born by the BANK. Any accidents, mishaps, etc. due to fault and negligence of Contractor's workmen, the Contractor will be responsible and indemnifies and keep indemnified the members of the managing and repair committee and the BANK.

### **DELAY IN COMPLETION OF WORK**

1. Liquidated damages per week will be 1% of the contract value inclusive of non-completion of work in time including Sundays and holidays per week, subject to maximum of 10% of contract value. The Bank may without prejudice to any other mode of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor of his obligations and liabilities of this contract.
2. If in the opinion of the Bank / C.E., the works gets delayed due to causes which the Bank may consider being beyond the control of the contractor, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect there of. For extension of time for completion, the contractor has to apply in writing with detail reasons.

### **PAYMENT SCHEDULE**

1. Total value of work is Rs. Including transportation, loading, unloading, Octroi charges etc. and nothing extra will be paid on any account. In the event of variation in the Quantity / Area, the payment shall be made on the basis of the actual Quantity / Area at the quoted Rate.
2. Bill in Triplicate duly Certified by C.E. shall be submitted to Bank after satisfactory completion of the work. Payments to the contractor shall be made within 15 days of submission of each "on account" bill. Bill submitted by the contractor must contain item wise quantity of work done in a manner that verification of work done can be done. The quantities for which the bills are submitted shall be subject to physical verification before payment.
3. In the event of variation in the Quantity / Area, the payment shall be made on the basis of the actual Quantity / Area at the quoted Rate.
4. No interest will be given for late payments.
5. All payments to the Contractor shall be made subject to deduction of taxes at source at the rate applicable.

6. Final payment, ~~except Security Deposit (which is to be released only after the defect liability period including observing the performance of water proofing during the rainy season)~~ shall be made within 30 days from the submission of the final bill after verification of the completion of the work. No further claim ~~except the~~ security Deposit after the submission of the FINAL BILL shall be accepted.
7. For final payment, the Contractor will submit details of all items, payments received for works and materials, any claim and net balance due which C.E./ Bank will check, make any adjustments if any, will receive 'No Claim' from the Contractor and pay and settle the same if any.
8. The Contractor will submit original certificate for payment of Works Contract Tax in respect of the Owner / Bank or else the same will be deducted from his bills.
9. The decision of the Bank's C.E. for payment or for any extra work to be made or any deduction to be made from the whole cost of the work or any other matter whatsoever relating to the contract shall be final and binding to all parties.
10. The Contractor shall be liable to pay Rs. 500/- per day as penalty in the event of default for any reason whatsoever in the removal of debris and / or materials and / or tools and / or plants and / or equipment within 7 days from the written instructions given to contractor to do so till such removal takes place. The Bank may without prejudice to any other mode of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor of his obligations and liabilities of this contract.

#### **SUBLETTING**

The selected contractor shall not sub-contract the work to any other individual, Agency or firm.

#### **DEFECTS IN WORK**

1. Any defects / deficiency pointed out by the BANK's authorized person(s) shall be removed / rectified to his / their satisfaction, otherwise payment for such items(s) shall not be passed till the defect/ discrepancy is removed / rectified by the contractor.
2. The C.E. shall have the power to withhold any certificate of work and/ or part thereof not being carried out to his satisfaction and he can make the necessary corrections in previous certificate in any subsequent certificates.
3. In case the Contractors are disobeying C.E./ Bank, they may get bad work replaced in the manner the C.E. think fit at the cost and consequences of the Contractor.
4. The C.E./ Bank shall have the right to alter, omit and abandon any part of work without invalidating the contract. If any work is over and above that included into the Contract and is required to be executed at site, the C.E./ Bank has power either to delegate this work to Contractor as an extra item or to any outside Contractor, as the case may be.

#### **SECURITY OF WORKS / MATERIALS / STORES ETC OF THE CONTRACTOR AND BANK'S PROPERTY.**

1. The Contractor shall be responsible to make safety arrangements at his own cost for his materials / stores, storages, etc. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned therein.
2. The Bank will provide the contractor open space for storing the cement. The area has to be maintained by the Contractor during the period of work. He can construct a temporary shed and he alone will be responsible for his materials.

3. All stores and materials brought to the site shall become and remains the property of the Bank and shall not remove from the site without prior written approval of the Bank. When the work is finally completed or the contract is determined for reason other than default of the Contractor, he shall forthwith remove the same from site.
4. All tools, plant and equipment brought to site by the Contractor shall not be removed from the site without prior written approval of the Bank. When the work is finally completed or the Contract is determined for reason other than default of the Contractor, the Contractor with prior written permission of the Bank shall forthwith remove the same from site all tools, plant and equipment.
5. For any damage / injury to the BANK's property or to any member of the BANK or to the member's property on account of any unsafe practices adopted or by any un-prudential action by the Contractor or by his men, the contractor shall be responsible. BANK reserves the right for recovering proper remedy / compensation for the same from the contractor.
6. Contractor should indemnify and keep indemnified the Bank against any legality arising out of labour rules, local authorities rules etc. during the execution of work and any losses and claims for injuries or damage to any person or any property and should take third party insurance in the joint name of Bank and contractor.
7. The Contractor shall ensure protection to the owners, flat owners, occupiers of the Bank, other properties near site and to the public in general. The approach is kept free at any time.
8. The contractor must take all measures and precautions to prevent death / injury to his own labors or any other person and shall take THIRD PARTY (Public Liability) Insurance Policy in the joint name of BANK and contractor at his own expenses. This will be comprehensive and all risks covered to safeguard all men, materials and property during and on account of the execution of work under this contract and will submit certified copy to employee.
  - a. All Risk Policy with accidental cover to neighboring property due to work of contractor's workmen.
  - b. Workmen's Compensation Policy.
  - c. Automobile Third Party Insurance with unskilled third party liability of his vehicles or his suppliers or debris removal vehicles, etc. damaging any cars, etc. while bringing, removing materials, etc.
9. The contractor shall, if required by C.E. / bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work is found, in the opinion of the C.E. and Bank to be defective or is found, in the opinion of the C.E. and Bank to be defective or unsound, the contractor shall pull down and re-erect the same at his own cost. Samples of materials and workmanship shall be submitted by the contractor for the approval of the C.E. / bank before procurement and execution.
10. Contractor shall submit written performance guarantee from the manufactures of all bought out items.
11. The Contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to the Bank / C.E. if called for.

### **CONTRACTOR'S SUPERVISION**

1. The Contractor shall give and provide all necessary superintendence during the execution of work and as long after as C.E. / Bank may consider necessary for proper fulfilling of Contractor's obligations under the contract. The Contractor shall himself supervise the execution of contract and shall appoint a full time competent agent (site engineer / supervisor) approved by the C.E. / Bank to act on his behalf and to be present all throughout at site. The Contractor shall further employ engineers and assistants to the above to supervise the work in sufficient numbers to the satisfaction of C.E. / Bank. These engineers must be completely authorized by the Contractor to represent him and to receive and execute order and instructions by the C.E. / Bank as if Contractor himself is present. The Contractor shall visit the site daily and shall have minimum once a week, or more as the case may be, joint meeting with the C.E. & Bank on a day fixed jointly by the C.E. and the Bank.

2. The Contractor shall provide and employ on site in connection with the execution and maintenance of the works:
  - a) Only such assistance's as are skilled and experienced in their respective fields and qualified and such agents, foreman and leading hands as are competent to give proper supervision to the work.
  - b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the work.
  - c) The contractor shall employ a whole time qualified and competent supervisor for the work, whose name shall be notified and who shall interface with the BANK's representative(s) for the ongoing contract work.
3. The C.E. / Bank shall be at liberty to object any Contractor man / men, employed by him, for misconduct or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the C.E. / Bank to be undesirable to work within the premises of BANK. Any person so removed from the works shall be replaced immediately by a competent substitute.

### **INSURANCE**

The contractor shall obtain adequate insurance cover at his own cost for work against any loss or damages as well as workman compensation and third party risk, until the date of virtual completion of the work, The insurance cover shall be in joint names of the owner and the contractor, is to be deposited with the owner within 7 (twenty one) days from the date of issue of work order.

### **OCCUPATION OF PARTIALLY COMPLETED PORTION BY THE BANK**

The Bank shall be entitled to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall have no claim for any compensation whatsoever due to the delay, if any involved in completing the work on account of partial occupation.

### **MOCK UP**

The Contractor shall prepare a mock-up of items, if required, strictly in accordance with the specification, free of cost, for approval of C.E. and Bank. The work on these items shall proceed further only after the approval of the mock-up.

### **UNSCHEDULED ITEMS OF WORK**

1. Work should be carried out strictly as per the standard specifications given in Tender document and the directions of the Engineer Workmanship / Work of substandard nature will not be accepted and paid for.
2. Any work carried out as per specifications and found defective in opinion of C.E. / consulting engineer shall be demolished are replaced by new work by contractor to the satisfaction of C.E. / consulting engineer.
3. If change in any item or additional work is to be carried out while executing the job by the contractor will be executed with prior consent from the Bank and as per instruction from C.E. which may not have been specified in tender but necessary for completion of job.
4. In case of any dispute the decision of Bank will be final and binding on the contractor.
5. The Contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give due notice and pay all fees / taxes etc. as per statutory requirements.
6. No additional work is to be carried out by the contractor unless instructed by the Bank through C.E..
7. All materials to be delivered at site. If the material used for the work is not in conformity with the specifications, the same shall be replaced at your cost. All the material required for the above work shall be arranged by the contractor at his own cost.
8. Selection of material to be done in consultation with the Bank's representative / Engineer. The Contractor shall, if required by C.E./Bank, arrange to test materials and / or portion of the work at his own cost in order to

prove their soundness and efficiency. If after any such test, the material or portion of work found, in the opinion of the C.E. and Bank to be defective or is found, in the opinion of the C.E. and Bank to be defective or is found, in the opinion of the C.E. and Bank to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost. Samples of materials and workmanship shall be submitted by the contractor for the Approval of the C.E. / Bank before procurement and execution.

9. Rules for varied/deviated or extra items to be worked out on the rates quoted in the Tender for the similar items. Wherever it is not possible to base the rates for varied/ deviated or extra items on Tender quoted rates then the rate analysis is to be submitted by the contractor will include the actual cost of material, Taxes, Transportation if any, Miscellaneous expenses, Labour, Wastage of materials, 15% towards contractors overheads and profit.
10. Bank will provide free Electricity and Water for the execution of work. However the Contractor shall make his own arrangement to draw the power and water from source as decided by Bank.
11. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the offices / people functioning in the premises.
12. On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave whole of the site and the works clean and in a workman like condition to the satisfaction of client. No extra payment will be made for this purpose. After completion of work all accumulated debris, dirt etc shall be removed and disposed away from the Bank premises by the contractor at his expense. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material.
13. Doors, Windows, Staircases and passages shall be cleaned / washed by the contractor as part of the contract work without any additional payment. The contractor shall clean the site everyday before the closure of work.
14. Adequate number of fire extinguishers, first aid boxes, must be provided on the site by the contractor.
15. Any item work which is not specified in the schedule and which is not capable of assessment by sight (visual) inspection and which becomes known only after the contract work has commenced, such as broken/ leaky pipes, cracks in walls, seepage. Percolating through the walls, beams / pillars etc shall be, on joint inspection, by the BANK and Contractor, assessed for quantum and the rate decided on mutual consultation.

### **VARIATIONS**

1. The C.E./ Bank shall make any variations of the form, quality or quantity of the works or of any part thereof that may in their opinion be necessary and for that purpose or for any other reason it be necessary, the Contractor shall do any of the following :
  - a) Increase / decrease/ omit any work
  - b) Change, character, quality, level, lines, position, dimensions etc.
  - c) Execute additional work of any kind as may be necessary for completion of the work.
2. And no such variation shall in any way vitiate or invalidate the contract but the extension of proportionate time limit, if any, for all such variations shall be taken in to account.
3. The Contractor shall make no such variations without an order in writing by C.E. / Bank.

### **CANCELLATION OF THE CONTRACT OR PART OR FULL ON CONTRACTOR'S DEFAULT:**

If the Contractor shall at any time:

- a) Become bankrupt or insolvent.
- b) Make an arrangement without assignment in favour of his creditors or agree to carry out the contract under the committee of Inspection of his creditors.
- c) Being an individual / partner / company or corporation go in to liquidation.
- d) Have action levied on his goods or property on the works.
- e) Assign the contract or any part thereof otherwise than as provided in the general condition of the Contract.

- f) Abandon the Contract.
- g) Persistently disagree the instructions of the C.E. / Bank and or contravene any provisions of the contract including general accepted principles of working.
- h) Stopping the work under flimsy excuse with threatening attitude or showing discourtesy to members so the majority members wish this.

In that case, the Bank may determine and terminate the contract after giving due notice and time to the Contractor. The Bank shall be entitled after giving due notice in writing for removal of the Contractor from whole or any portion of work, without avoiding the Contract or releasing the Contractor from any of his obligation or liabilities under the Contract and adopt any or several of the following measures:

- I. Rescind the Contract, ~~in which case the security deposit of the Contractor shall stand forfeited to the Bank~~ without prejudice to Bank's right to recover any amount from Contractor,
- II. Carry out the work or any part thereof by employing other agency and required labour and materials and debiting on Contractor's account.
- III. Measure up the work executed by the Contractor and to get the remaining work completed by another contractor at the risks and expenses of the Contractor. In the event of any several of the courses referred above being adopted.
- IV. Upon non-completion of the work, upon use of sub standard quality, upon non co-operation, upon a deadlock on a particular issue between the Owner/ Bank and the Contractor / C.E..
  - a. The contractor shall have no claim for compensation for any loss sustained by him by any reason for material purchased by him, tools, machinery, labor to retain the same in further execution of the work for wear, tear and destruction caused by his negligence.
  - b. The Bank shall be entitled to take possession of any materials, tools, machinery, equipment which was on site; as if those are the property of Bank to carry out the balance work, In this case Contractor is not entitled for any compensation for use and employment of the same.

#### **ARBITRATION CLAUSE**

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching of concerning the work or the execution or maintenance thereof of this contract or the right touching of concerning the works or the execution or maintenance thereof of this contract or the construction, remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or Branch of the Contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority who shall be appointed for this purpose by the Bank, 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 Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid 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 by him of the names as aforesaid, select any of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as a sole Arbitrator, if the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid selected any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within thirty days of receipt by him 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 his name to the Appointing Authority.

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



The work under the contract shall, however, continue during the arbitration proceeding 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 issues 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 published 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 the 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.

I / We hereby declare that I/We have read and understood the above conditions for the guidance of Tenderers.

Seal:  
Place:

Signature of the Contractor  
Address:

## SPECIAL CONDITIONS OF CONTRACTS

1. All materials, tools, plants and equipment to be used for construction, shall be brought and stored on BANK premises by the Contractor in a manner directed in specifications for construction materials at his own cost and risk including his own security arrangement without causing hindrance to occupants.
2. All due precautions shall be taken by the Contractor to prevent damage including that of window panes, as a result of Contractor's action will have to be made good by the Contractor at his own expense.
3. a) All debris resulting from breaking work shall be carefully lowered on specially constructed platforms preferably in specially provided chutes and suitable screens and hoppers shall be provided to ensure that as far as possible no debris flies or rebounds from the building and / or scaffolding. Under no circumstances shall debris be thrown down on the ground or footpath.  
  
b) The Contractor shall regularly remove all waste and debris from the site. Dumping of debris temporarily on the premises shall be strictly in location allotted for the purpose and nowhere else. Every day after working hour's sweepers must clean the site.
4. The Contractor will provide at his own expense necessary sheds, passages, special covering, platforms to be constructed in front of main entrance, BANK office, staff toilet, and also netting, kantans, etc. in area of common passage at the work site.
5. Proper cordoning off shall be maintained at all times to ensure that no children or unauthorized persons enter the work area.
6. The Contractor shall bear in mind that he has to carry out part of work inside the premises of the occupants and he will take extreme care not to damage inside Branch.
7. The contractor shall provide at his own cost necessary sanitary and drinking water facilities for his workers more about in area of site only and they commit no nuisance.
8. When a contractor is selected, if C.E./ Bank find any anomaly in rates of some specific items, the Contractor shall furnish explanation and rate analysis.
9. Rates quoted by the Contractor shall include all terminal taxes, octroi duties, central or state excise duties, import duties, sales tax and any other taxes leviable under the state or central government or public rules. No claim whatsoever shall be entertained in respect of escalation in prices of materials, labour etc. except change in taxes announced by Municipal or Government bodies subsequently. Rates quoted also include work Contract Tax. M.W. Tax, extra water charges, all liaison work with Municipal Authorities for Building Department, Water Department, Pest Control etc. including specific bills of water charges and sewage charges raised by BMC towards the repair works under taken including all out of pocket expenses. The Contractor at his costs and expenses shall obtain all permission from BMC, etc.
10. The contract shall not be deemed to be duly completed until maintenance certificate have been issued by the C.E. recording that the works have been completed and maintained to his satisfaction and will be issued after defect liability period is over and after ascertaining the views of the repair committee.
11. The Contractor is responsible for the execution of all works, which is more particularly set out as per terms and conditions of the Agreement. The Contractor is well aware about the dangers and hazards for the completion of the said work. It is the Contractor who would be responsible in the event of breakage of glass of windows, etc. of the BANK and Contractor will take all precaution of BANK's property so as not to damage them.

12. The Contractor shall, at his own expense supply all the stores and materials required for the contract. All the materials to be supplied by the Contractor shall be of the best of kinds, and only of ISI standard. The Contractor shall furnish necessary proof to the satisfaction of the C.E. / Bank that the material complies with specifications as described in the Technical specifications. The Contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work for the approval of the C.E. / Bank, who may reject all materials not corresponding either in quality or in character with the approved samples. The Contractor is made aware that there will be no basic rate for all construction materials.
13. The Contractor shall not enter on or take possession of the site unless permitted to do so by the Bank. The portion of the site to be occupied by the Contractor will be clearly defined and indicated by the Bank and the Contractor will on no account be allowed to extend his operation beyond these areas. Then on completion, completely clean the areas of works against his final completion of work done in that area.
14. The Contractor shall suspend the execution of the work of any part/s thereof, wherever called upon in writing by the Bank / C.E. to do so and shall not resume work thereon until so directed in writing by the authority. The Contractor shall also suspend the execution of work or any part thereof under notice of court, Government or Municipal Corporation unless the C.E. / Bank instructs otherwise in writing. The Contractor will be allowed an extension of time for completion equal to period of suspension and no claim otherwise will be considered for payment. Time may also be extended to allow for alterations of work or deviation from the contract if it is felt reasonable by C.E. / Bank.
15. If Bank has permitted the contractor to house his workers on site in specified areas, during progress of work he will erect temporary structures of the approved standards and scales for his workers and maintain at his own expenses. The Contractor should demolish / remove temporary structures before the main work comes to an end and clear the site. This facility is not incorporated in contract and will be exclusively at the discretion of the Bank and the Bank can stop this facility in the middle of work and Contractor cannot claim anything whatsoever for taking away this facility any time. If this facility is granted, he shall be responsible for giving all necessary notices of infection and contagious disease of his workers and instantly remove such cases from site. The Contractor shall obtain all necessary permission from municipality, government, etc. at his own costs.
16. It is hereby clarified that within the guarantee period of the entire work the owner / Bank observes any hitches or lacunas or damage caused to the flat and / or common area and / or the BANK's property, the C.E. / Contractor shall be communicated regarding the same. The C.E. / Bank would visit the premises and give their comments in respect of the same. The rectification of the damaged area is the sole prerogative and responsibility of the Contractor who is to rectify the said damage at his costs, etc. within the decided time frame as mutually decided between the parties. In the event of failure of the Contractor to rectify such error the Bank / Owner shall have the full liberty to deduct the amount of loss at cost from the balance amount due end payable to the Contractor.
17. The Contractor shall clean and level up the premises and open spaces in and around building to the satisfaction of the Bank at regular intervals and after completion of work. If he fails to their satisfaction, the same shall be carried out by the owner at Contractor's risk, cost and consequences and work will be treated as incomplete.
18. It is hereby clarified that the Employees / Workers who would be assigned the work and who would be temporarily lodged in the premises of the owner shall have no access whatsoever in the building after the completion of the work for the particular days. The workers shall not enter the building for the purpose of taking water or for any other Private jobs that would be given by the flat owners during the subsistence of the work assigned.
19. The contractor has to remove all the debris from time to time. If the contractor fails to do the same, the society shall penalize the contractor with such sum as determined by the committee from time to time.
20. Common passages of the society will not be utilized for work or keeping material and the same shall be kept clean and unobstructed.
21. During the period of renovation, the neighboring members or the members of the Building will not be disturbed and the contractor will organize to bring the material or to remove the debris at such convenient

time so as not to disturb Bank's co-member in the building. The contractor shall carry out the noise creating works, only after Office hours.

22. Construction material required for the renovation work will be stored within the premises itself or in the car parking space without causing difficulties to the members of the society.
23. The contractor will not use the lift for carrying material. If any of the contractor or his workers are found using the same, the Bank/society has the right to penalize and stop using the same.
24. The workers employed by the contractor for the renovation, will be at the cost and responsibility of the contractor and Society shall not be responsible for any risk, accident or damage or what so ever nature. Necessary insurance shall be taken by the contractor under ESIC account.
25. The contractor will not violate any BMC rules, regulations, byelaws while renovating the office premises and if any violation of the same happens, the contractor shall be solely responsible. The contractor should undertake that if called upon to undo the changes, he/she shall do the same forthwith at his own cost.
26. The contractor will not disturb, nail or chisel columns or beams under any circumstances. The contractor will not do any such changes, which shall be detrimental to the structure of construction of the building.
27. The contractor shall not make any alteration to the external elevation of the building and if any damage is done the external of the building the same shall be repaired by the contractor at his own cost.
- 28. Working hours inside the Branch shall be 9.00 am to 7.00 pm and full days on all bank holidays. However if the Society guidelines prevent working during afternoon hours (1.00pm to 4.00 pm) then it has to be followed by the contractor.**
29. All the Conduct/Act/Deed of the workers/contractors shall be the responsibility of the contractor.

Please note that the above conditions are mandatory and have to be strictly followed by the contractor to carry out the renovation work in the branch premises. If any contractor fails to follow any of the above conditions, he/she shall have to pay the above mentioned penalties without fail to the concerned authorities.

**MAKE OF EQUIPMENT AND APPROVED MANUFACTURES :**

<b>Air-cooled Package unit</b>	<b>:</b>	<b>Voltas/Daikin/o'general/Mitsubishi</b>
<b>GSS Sheets</b>	<b>:</b>	<b>Tata /Jindal / Uttam / Equivalent</b>
<b>Aluminum Grilles</b>	<b>:</b>	<b>Dynacraft/ Cosmos / Air Products</b>
<b>Damper</b>	<b>:</b>	<b>Cosmos /Balaji airvent / Equivalent</b>
<b>Electric cables</b>	<b>:</b>	<b>R.R. Kable/ Polycab/ Finolex</b>
<b>Refrigerant copper piping</b>	<b>:</b>	<b>Nippon/ Nishan/ Mandev/ MET/ Diamond/OHTC</b>
<b>PVC pipe</b>	<b>:</b>	<b>Phinolex, Polypack, Diplasr modi/ Prince</b>

**PREAMBLE TO BOQ**

**Abbreviations:**

R.M.T.	:	Running Meter
Sq. MT.	:	Square Meter
Sq. Ft.	:	Square Foot
Cu. Mt.	:	Cubic Meter
T.W.	:	Teak Wood
Q.R.O	:	Quote Rate Only
C / C	:	Centre to Centre
M.T.	:	Metric Ton
C.P.	:	Chrome Plated
NO.	:	Numbers.
MM.	:	Millimeter

1. All dimensions are in M.K.S. unless otherwise stated.
2. The quoted rate shall be all inclusive and cover the cost of material including wastage, Freight, all types of taxes, duties, royalties, erection, construction, testing of materials, if required samples brought for approval, tools and tackles, plant and equipment's, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of BANK / C.E..
3. The rates quoted shall be valid for working at all heights, depths, and on all floor levels, No extra payment shall be made for scaffolding, staging, ladders etc. for transportation of men and materials at higher or lower levels.
4. The item rate specifications are indicative. The Contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions laid down in tender document and to the full satisfaction of BANK / C.E..
5. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.
6. No claims shall be entertained in case of increase or decrease in quantities, BANK / C.E. reserve the right to increase / decrease quantities of any item and also to add / Delete any item in totality. BANK / C.E. reserve right of operating any item for any work.
7. Rates of all items shall remain constant irrespective of floor level and no extra shall be Paid for handling and stacking of materials, removing debris etc. from the site.
8. Unless otherwise noted, the method of measurement will be as per I.S. 1200.

9. BANK / C.E. reserve the right of operating all 'Quote Rate only' items.
10. Wherever contractor proposes to use 'equivalent' makes (i.e. other than specified) he shall obtain BANK's prior approval. BANK may ask C.E. before giving approval to the same. Any additional cost and time lost due to this will be on Contractor's account and no claims will be entertained.
11. After completion of work the site shall be handed over absolutely clean, after ensuring that all laminates, floors, walls, etc. are spotless clean.



Estimate for Air conditioning Work of Sion Branch

<b>ESTIMATE FOR AIRCONDITIONING WORK OF MCB AT FORT FOR INDIAN BANK</b>					
<b>No.</b>	<b>Description</b>	<b>Quantity</b>		<b>Rate</b>	<b>Amount</b>
1	Dismantling Existing AC units and Providing, installing, and commissioning 1 TR High wall Split Air Conditioners of approved make including 3 mtr. Cu. Pipe & cordless remote. <b>Voltas/Daikin/O'General/Mitsubishi- 3 Star</b>	3	Nos.		
2	Dismantling Existing AC units and Providing, installing, and commissioning 2 TR High wall Split Air Conditioners of approved make including 3 mtr. Cu. Pipe & cordless remote. <b>Voltas/Daikin/O'General/Mitsubishi- 3 Star</b>	4	Nos.		
<b>Total of Machines</b>					<b>Rs.</b>
Add GST 28%					<b>Rs.</b>
<b>Total of Machines with GST</b>					<b>Rs.</b>
<b>INSTALLATION</b>					
1	Standard installation charges for split AC	7	Nos.		
2	M.S. stand/ M.S. grill lockable cage for outdoor units: (Gallery) Supplying , fabrication and Installation of M.S. base frame/ M.S. grill lockable cage for Out door units complete with epoxy painting, vibration isolating pads, supports, hangers, basket etc. complete	7	Nos.		
3	Copper Pipe (If Required): Providing, supplying, installation and commissioning of hard copper piping (5/8" and 3/8") of required length from indoor to outdoor units with fitting elbows supporting arrangement on wall/ceiling, making holes in wall, filling the same etc. complete. The length of piping will be measured only after 3 mtrs. Copper piping.	95	R.Mtr.		
4	Providing, supplying, laying and commissioning of 4 Core X 2.5 Sq.mm. electrical copper cable of required length with supporting arrangement on wall/ceiling, making holes in wall, filling the same etc. complete.	95	R.Mtr.		
5	Drain Piping: Providing, supplying, laying and commissioning of 1" PVC Drain water pipe from indoor unit to the proper drain inside or outside the premises as directed by Architect including fitting, accessories, bends, elbows, supporting arrangement on wall/ceiling, making holes in wall, filling the same etc. complete.	80	R.Mtr.		
<b>Total of Lowside work</b>		<b>Total</b>			<b>Rs.</b>
Add GST 18%					<b>Rs.</b>
<b>Total of Lowside work with GST</b>					<b>Rs.</b>
<b>Total</b>					<b>Rs.</b>
<b>NOTE :</b> The above quantities are approximately taken for estimation purpose they may increase or decrease. Contractor will be paid for actual work executes against each item. Brief specifications are given for each item. Minor verification in design and specification for each item are likely for which no extra payment will be given. Any of these items may be cancelled.					
<b>NOTE :-</b> Cost inclusive of all taxes other than GST. The Contractor estimate shall also include MMC / Local Authorities Permission					
Rate shall be inclusive entire Air conditioning equipment including A. C. units complete with required accessories.					
Rate shall be inclusive vibration isolation pads/mountings for the equipment.					
Rate shall be inclusive condensate drain water piping from the A. C. units to the drain point.					
Rate shall be inclusive necessary fixing arrangement for equipment through fasteners, studs, bolts, washers etc. Necessary M. S. structural supports for condensers as specified					
Rate shall be inclusive necessary erection, testing and commissioning of the entire A. C. system to give satisfactory performance.					
Rate shall be inclusive electrical work comprising , outgoing power and control cables from the individual Electrical Panel for the A.C. To the Indoor unit and The outdoor unit or the Compressor Unit complete.					
Rate shall be inclusive making openings in civil work for passing the drain piping & Ref. Piping & making good of the same by sand cement plaster finish.					