









TENDER DOCUMENT FOR SUPPLY OF AIR CONDITIONER AT DIGITAL BANKING UNIT (DBU), UNION BANK OF INDIA, PATIALA At SATYAOM TOWERS,1A, LEHAL CHOEK, RAJBAHA ROAD, PATIALA – 147001.

ARCHITECTS:

AAKAAR ASSOCIATES, SCO 283, 2nd FLOOR, SECTOR 35D

CHANDIGARH – 160 022 MOBILE: 8837895110

Last Date & time for receiving : 09.06.2022 at 3:00 p.m.

of sealed tenders.

Place and date of opening of : 09.06.2022 at 03:30 p.m.

Tenders in the Office of,

Union Bank of India, Regional Office, Bathinda

Address – SCF 136-137, Rose Garden Complex, Near Mittal Mall, Goniana

Road, Bathinda - 151001

This tender document contains 23 pages including this page.

TENDER FOR SUPPLY OF AIR CONDITIONER AT UNION BANK OF INDIA DIGITAL BANKING UNIT (DBU), PATIALA <u>DETAILS OF TENDER</u>

1. Details of work to be done : Air Conditioning Works

2. Form of Contract : Item wise rate

3. Earnest Money : For Air Conditioning Works – Rs. 6,840/-

in the form of Demand draft/Pay Order in favour of

Union Bank of India payable at

BATHINDA.

4. Initial Money Deposit : 2% of the accepted value of Tender including the

EMD.

5. Period of contract / : 2 Weeks

time of Completion

6. Liquidated damages for non-: 1.0% of the contract value per week

completion of work in time subject to a max of 10% of the

Contract value.

7. Defect Liability Period : 12 months (Twelve months) from the

date of virtual completion as certified

by Architect / employer.

8. Retention amount for 12 months: 3% of the total bill (Including EMD)

9. Period of submitting of : 15 days from the date of completion.

Final bill.

10. Mobilisation Advance / : No, Mobilisation Advance / secured

Secured Advance Advance will be given to the

Contractor.

11. Tender Cost : Nil

12. Eligibility Criteria : All Contractual Firms Empaneled with Union Bank

of India, Regional Office, Bathinda are eligible to

participate in the tender

Note - Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted for EMD.

TENDER FOR SUPPLY OF AIR CONDITIONER AT UNION BANK OF INDIA DIGITAL BANKING UNIT (DBU), PATIALA

GENERAL CONDITIONS

- 1. The Contractor shall sign each page of this tender.
- 2. Payment to the Contractor Agency shall be made as per actual work done at site.
- 3. Quantity of work may increase or decrease at site as per requirement, which shall not affect the rates quoted by the contractor.
- **4.** Furnishing works including electrical works etc. shall be done to the complete satisfaction of Bank and Architect-in-charge.
- **5.** All teak / Cedar wood / rubber wood to be used should be knotless which is to be polished with all background surface preparation coarses maintaining the visibility of wood grains.
- **6.** The rates to be quoted shall include the cost of material including wastage etc., labour charges, carriage charges, any required hardware etc.
- 7. The contractor agency shall keep particular vigil on his workers / carpenters / painters etc. to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material / labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
- 8. All rates shall be quoted in words & figures & any cutting over writing shall be signed.
- **9.** All items to be executed as per drawings, if any change is required, the same shall be brought to the notice of Architect-in-Charge.
- **10.** Any addition, alteration or correction shall be signed and stamped properly.
- 11. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. He must go through all drawings and specifications and documents.
- **12.** The Bank reserves the right to accept / reject any tender / quotation without assigning any reason.
- **13.** The Contractor agency should have already executed works of furnishing interiors & exterior, civil works of very good workmanship.

- **14.** Quality of material and workmanship rejected by the Architect / Concerned Authorities shall be removed immediately by the contractor and rectified / replaced.
- 15. No advance payment shall be made to the Contractor on supply of any material supplied at site for execution. Payment shall only be made on execution of any concerned / particular item.
- **16.** The rates shall include the cost of coat of anti-termite treatment on all wooden frame work and all commercial ply / board used for partitions and paneling, furniture etc. The contractor/s shall have to dismantle & dispose the existing counters, tables & partitions within the quoted cost of the total furnishing works.
- 17. Rates for partitions, paneling, wall cladding and false ceiling shall include cutting and making good of necessary cut-outs/chiseling to be made for electrical conduits, switch boards etc.
- 18. Bank shall not be responsible for any loss or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities.
- **19.** Any payment to the contractor on account of execution of work, whether it is running payment or final, shall be verified by the Architect-in-Charge.
- **20.** Unless, otherwise mentioned all materials to be used shall be I.S.I. marked. Failure to do so, the work may be rejected and in that case contractor shall have to remove the defective materials and replace / re-do the work for which no claim shall be entertained.
- 21. The total work shall be supervised by the Architect-in-Charge and he/she shall be kept fully informed by the contractor regarding the progress of work.
- **22.** Bank may award the work in part or whole to a single party or any other party.
- 23. It may please be noted that the Bank is not bound to allot the work to the lowest party. And as such, the allotment of work shall be based on workability of rates quoted by the contractor on account of quality work.
- **24.** The bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- **25.** The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers.
- 26. Earnest money paid by the contractor shall be forfeited by the Bank if contractor fails to

- undertake the job if he is communicated about acceptance his rates/tender.
- **27.** The contractor shall take all the necessary precautions while working and to safe guard adjacent property, Bank's property, Bank's Employees, and traffic persons.
- **28.** All the rates quoted are inclusive of removal of rubbish/ debris collected during the progress of work, rejected materials etc.
- **29.** The contractor shall not directly or indirectly sublet the work to other party without written permission of the Bank.
- 30. The quantities mentioned in schedule are provisional and likely to increase/decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account.
- 31. The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
- 32. All the workers of the contractor must be properly covered by an insurance policy under "Workman's Compensation act" and "Fatal Accidents Act". The contractor at his own expenses arrange to effect and maintain until the virtual completion of the contract, insurance policy in the joint name of Bank and the contractor against this risk to be retained by the Bank until the virtual completion of the work, and indemnify the Bank from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.
- 33. All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should keep intimating the Bank explaining, therein the reasons for such delays, immediately and if in the opinion Bank's authorities, the delay is justified, the contractor shall be granted extension in time limit.
- 34. The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of materials or workmanship that may be called by Bank's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.
- **35.** All the glass panes, door handles/ hinges, electric fittings, fans, furniture, records, floors etc. are to be thoroughly cleaned after the work is completed.

- **36.** The rates quoted by the contractor shall be firm throughout the duration of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in cost of material and labour.
- **38.** Conditional tenders are liable to be rejected.
- **39.** The successful tenderer is bound to carry out any item of work necessary for the completion of the job even those such items are not included in schedule of quantities.
- **40.** If in any case of work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
- 41. Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to the respected qualified person in agreed to both the parties and his opinion shall be binding on both the parties. However, this is precourse to any legal action in this regard.
- 42. If at any stage during the progress of work, it is observed that the contractor is not progressing the work with due diligence, care of lagging much behind the schedule or fails to gear up the work despite instructions from Bank's Architect, the Employer (Bank) reserves the right to terminate the contract with 5 days' notice. In such case the contractor shall be liable to pay the Employer to pay any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited.
- **43.** Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye laws and shall be responsible for any lapse.
- **44.** At any stage i.e. during the execution of work, any kind of change required whether it is in design or specification the same has to be in-corporate by the contractor.
- **45.** Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the bank's website www.unionbankofindia.co.in & Govt. Portal i.e. www.eprocure.gov.in
- **46.** No interest shall be payable on the Earnest Money Deposit/Security Deposit/Retention Money amount.

- **47.** Envelope containing quotations/bids shall be superscribed as "Application/Quotations for Air Conditioner Works at Digital Banking Unit (Patiala)"
- **48.** Contractor Vendor applying for multiple category of work has to submit multiple Demand Draft (Tender Cost) as mentioned above.
- **49.** Since this is a time bound work contractor's/Vendors may have to work in several shifts throughout the day in order to finish it on time.
- 50. Before handover of furnished premises/ submission of final bills, if any mis-happening occurs (Like Loss or Damage by Fire/Riot/Strike Civil Commotion/Theft/Malicious Damages/Earthquake/Cyclone/Burglary House Breaking/Terrorism Etc.) then bank is not liable to pay any compensation/bills. In Such cases contractor is liable for all damages.
- 51. Completely filled Application forms/Quotations shall be sent to below address: -

Chief Manager (Operations), Union Bank of India, SCF 136-137, Rose Garden Complex, Near Mittal Mall, Goniana Road, Bathinda - 151001

CONTRACTOR

UNION BANK OF INDIA

RECOMMENDED MAKE TO BE USED FOR THE SUPPLY OF AIR CONDITIONER AT DIGITAL BANKING UNIT, UNION BANK OF INDIA, PATIALA.

DANKING UNIT, UNION BANK OF INDIA, LATIALA.							
1.	AIR CONDITIONING UNIT	Hitachi/Daikin/Carrier/Voltas/Blue star					
	WITH 5 STAR RATING						
2.	GSS Sheet	Jindal / Tata / Sail					
3.	Factory Made Ducts	Rollastar / Nutech					
4.	Propeller fans	GE/Alsthom/Crompton/carrier					
5.	Flexible pipe connection	Resistoflex / Dunlop					
6.	Extruded Aluminum Grilles	Pine air/Balance/Tristar/ carrier					
	/Diffusers						
7.	Fire dampers / Volume Control	carrier /Pine air/Balance/ Tristar					
	Dampers						
8.	Flexible insulated ducts	carrier / ATCO/ MAPRO					
9.	Fibre glass	OWENS CORNING/ UP TWIGA					
10.	Extruded Polystyrene Board	SUPREME					
11.	Cross linked polyethylene	SUPREME/A-Flex/Aeroflex					
12.	Class 'O' Nitrile rubber insulation	SUPREME /K-FLEX / SUPERLON /EUROBATEX /					
		ARMACELL/A- Flex					
13.	Copper Pipe	RAJCO / MANDEV / MAXFLOW / Total					
		Line / Shree Shayam					
14.	PVC PIPE	SETIA/ FINOLEX/ PRAKASH/ SURYA					
15.	Conduit of Electrical wires	AKG, SETIA, BEC					
16.	Expanded polystyrene	Styrene Packing / Indian Packing					
17.	Vibration Isolation Spring	Dunlop / Resistoflex					
18.	Paints	ICI / Asian					
19.	Dash Fasteners	Canon / Fisher / TKS/Hilti					
20.	Welding Rods	Advani / L&T					
21.	ACB, M.C.B., & MCCB	L&T / GE / Crompton					
22.	Power/Control Cable	ICC/ CCI/ Gloster / Grandlay/ Universal					
23.	Centrifugal / Axial Fans	ABB / Kruger / Comfrei / Nuaire (UK)					
24.	Inline Fans	Kruger / Nuaire / Ostberg / System air/ carrier					

Note:-

- 1. Work will be carried out as per tender specifications / drawings and instructions of Architect.
- 2. Work shall be done as per CPWD / tender specifications / drawings & instructions of Architect / Bank's Engineer & material shall be of the make as mentioned above & of ISI mark.
- 3. Bank may ask for the bills / cash memo of various items purchased by the Contractor from the market, for its satisfaction.
- 4. All other Materials shall be best quality heavy section mentioned in the bill of quantities and also approved by Architect.

NAME OF WORK: DETAILED QUANTITIES FOR SUPPLY OF AIR CONDITIONER AT DIGITAL BANKING UNIT ,UNION BANK OF INDIA AT PATIALA

С	AIR CONDITIONING WORK				
S.	Description of Items	Qty.	Unit	Rate	Amount
1	Supply, erection, testing and commissioning following Wall Mounted/Roof Mounted Cassette units with cordless remote complete with all necessary firring duly insulated with 9mm thk. Nitrite rubber pipe insulation with (evaporate coil-copper only_fan and fan motor, machine control panel improved refringent joints, Air conditioners shall be fitted with hermetically sealed type suction reciprocating or discharge cooled rotary compressor or scroll compressor, compressor unit operating on R22/R410. All complete as per drawing and Instructions of the Architect/employer (rates are to be inclusive of copper refringent pipe and supply cable with insulation and drain pipe up to 3mtr. length & powder coated MS Stand) Copper only (Make : Hitachi/Daikin/Carrier/Voltas/Blue star)				
a)	2.0 TR cassette including all necessary fitting and mounting as specified by the manufacturer (Minimum 2 star rating invertor type) including all necessary fitting amd mounting as specified by the manufacturer	1	no.		
b)	1.0 TR wall mounted split unit (Minimum 5 star rating invertor type) including all necessary fitting amd mounting as specified by the manufacturer	1	no.		
c)	1.5 TR wall mounted split unit (Minimum 5 star rating invertor type) including all necessary fitting amd mounting as specified by the manufacturer	3	no.		
2	Providing and fixing stablizer inputvoltage range of 140-280V and output to be 230V Make : Blue Bir/Logic state/ Inline/V-guard (Copper winding)				
a)	4 KVA (for 1TR to 1.5 TR Split AC)	4	no.		
b)	5 KVA (for 2.0 TR Split /Cassette AC)	1	no.		

3	Supplying & Laying of following COPPER REFRIGERANT PIPING Thickness 22 SWG For Hiwall Split AC complete with fittings Suction / Discharge line insulated with 12 mm SUPERLON / ARMAFLEX suction line. Multi-runs between Indoor & Outdoor units shall be considered as ONE length for the purpose of measurement. (Make: Total Line/Armacell)				
a)	HWS/Cassette AC (2.0 Tr & 3.0 Tr) Copper pipe size (5/8" & 3/8")	40	mtr.		
b)	1/4" + 1/2" Refrigerant piping - For Hiwall Split AC's (1.0 Tr & 1.5 Tr)	120	mtr.		
4	Supplying & laying recessed in wall Rigid ISI Mark PVC drain pipe of size 20mm dia complete with fittings, U traps etc. & as specified to the nearest toilet / drain point under floor or in recessed walls for AC drains including cutting of walls, bends & Tees. making good the damages etc. wherever required. (Make: Diplast/Supreme)	70	mtr		
5	Supplying and providing FRLS Eletrical flexible cable of 3x2.5sq.mm multi strand suitable for 1.0 Tr, 1.5 Tr H.W Split & 2.00 Tr Cassette Multi-runs between Indoor & Outdoor units and between Metal Clads to Out door for electrical supply etc complete as required (Make: Havells/ RR Kable / KEI/Finolex)	320	mtr		
	TOTAL OF AIR CONDITIONING				
	SUMMARY				
A	AIR CONDITIONING WORKS			Rs.	
	TOTAL			Rs.	
	GST				
	Grand Total				

GENERAL CONDITIONS OF CONTRACT

Subject: TENDER FOR AIR CONDITIONING WORKS AT DIGITAL BANKING UNIT, UNION BANK OF INDIA AT PATIALA

General Instructions to Contractor

1 Inspection of sites:

The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer ad no claims for reimbursement thereof shall be entertained.

2 Safety Regulations:

The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Bank's property, Bank's employees, and traffic persons

3 Compliance to local laws:

The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulation of Bye Laws of any authority. He shall also obtain the permission of the Municipality or any other Authorities if required under the existing rules.

4 Site cleaning:

All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Not more than one truck load shall be stored that to for not more than 3 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to remove the same and the expenses shall be recovered from the contractor and he will not dispute for the expenses so incurred.

5 Vouchers / bills:

Contractor shall upon the request of the Bank furnish bills, invoices, accounts, receipts and other vouchers for all materials brought on site to prove that the material purchased are as mentioned in the specification.

6 Contractor's responsibility:

The work will from time to time be examined by Bank's Architect / Engineer, but such examination shall not in any way exonerate the contractor from the obligation to remedying any defects which may be observed at any stage of the work or after the same is completed.

7 Dismissal from work:

The contractor shall upon the written request of the Bank's Architect / Engineer immediately dismiss from the work any person employed by him thereon, who may in the opinion of the authority be incompetent or misconduct himself and such person shall not be again employed on the work, without the permission of the bank.

8 Order of work, etc.:

Bank reserves the right to fix the order in which the various items of work involved are to be executed. However, the contractor shall be responsible for the completion of the entire job within the item limit specified failing which liquidated damages as mentioned in clause No.49 shall be recovered from the contractor.

9 Commencement of work:

The work must be started within 3 days upon accepting the work order and the programme for carrying out the various jobs shall be drawn out in consultation with the Bank's Architect / Engineer. Adequate labor force shall be provided to complete the work within the specified period. Proper security aspects should be taken care of by adequate vigilance in view of the importance of the building. Default in compliance with the programmes so finalized shall entail operation of liquidated damages as stated.

10 Subletting the work:

The contractor shall not directly or indirectly sublet the work to other party without written permission from the bank.

11 Quantities of works are provisional:

The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account

12 Distribution of work:

The Bank reserve the right to distribute the work for which quotation have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.

13 Third party damage:

The contractor shall be responsible for all injury to persons, animals, building, building structure, any damage to road, streets, and footpaths and shall rectify it at its own cost.

14 Insurance cover:

All the workers of the contractor as well as his sub-contractor must be properly covered by an Insurance Policy under Workman's Compensation Act and Fatal Accidents Act. The contractor at his own expenses arrange to effect and maintain until the virtual completion of the contract, insurance policy in the joint name of the Bank and the contractor against this risk to be retained by the Bank until the virtual completion of the work, and indemnify the Bank from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.

15 Delay & Extension of time:

All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should apply to the Bank explaining, therein the reasons for such delays, immediately and if in the opinion of Bank's authorities, the delay is justified, the contractor shall be granted extension in time limit.

16 Certificate of virtual completion:

As soon as the work is completed, the contractor shall inform in writing such completion to the Bank's Architect / Engineer who will inspect the work and if satisfied will issue the certificate that the work has been virtually completed and the defects liability period shall commence from the date of such certificate.

17 Defect liability period:

The defects or other faults which may appear during the defect liability period which is 12 months after the virtual completion of the work, arising in the opinion of the bank due to inferior quality of material or bad workmanship not in accordance with the contract, contractor shall make good at his own cost within a reasonable time. In case of default, Bank may employ and pay other agencies to amend and make good such defects and all expenses / damages / losses shall be recoverable by Bank or may be deducted from any money due to the contractor

18 Arrangement of work:

The contractor shall organize the work in such a way that the office users or the nearby public area put to no hardships and the working of the office is not affected. The contractor shall take adequate care during the progress of work to protect the office property like stationery, furniture, etc. In case of any damage, the same shall be made good by the contractor. Contractor is agreed to work after office hours for which no extra cost shall be considered.

19 Stacking of material:

The contractor is not to stack any of his material recklessly so as to endanger the safety of the building and cause any nuisance to the occupants and the public.

20 Extra charges:

It must be clearly understood that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing.

21 Protection of material and work:

The contractor shall be responsible for storing and watching his own material and protecting the work at his own cost. The contractor and his worker will be allowed to use lift after office hours. However, no paint drums or heavy bag of cement / paint will be allowed to be taken into the lift. Any damage / spoiling of lift / floor / dado caused during such act will have to be made good by the contractor at his own expenditure.

22 Water supply:

The contractor shall make his own arrangement for water required for the work. in case the water is available and supplied by the Bank, the charges for the same shall be recovered at the rate of 1% of value of the work executed. In case water supplied by the Bank, the contractor shall make his own arrangement for the storage, pipeline from point of tape of to the required location.

23 Electric supply:

Electricity will be supplied by the Bank, the contractor shall make his own arrangement for providing points, wires lines, extension board wherever it is required in the premises, in and out.

24 Approval of samples:

The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of material or workmanship that may be called by Bank's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.

25 Workmanship:

The work involved calls for a high standard of workmanship combined with speed. All the glass panes, door handles / hinges, electric fitting, fans, furniture records, floors etc. are to be thoroughly cleaned after work is completed. Any damage to the flooring, tiles, dado, paneling or any other part of the building, etc. shall be made good at the cost of the contractor to the entire satisfaction of the Bank. Contractor shall make all arrangements for shifting of furniture/records and keeping the same in its original position after he finishes the work on daily basis. The contractor at his own cost shall provide brown paper, polythene, tarpaulin etc. for protecting furniture / fixtures, paneling, electrical, fittings, records, etc.

26 Interpretation of documents / drawing:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design drawings and instructions herein before mentioned and as to the quality of workmanship or materials used for the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the competent authority of the Bank whose decision shall be final and binding on the contractor.

27 Use of scaffolding:

The contractor shall allow the use of scaffolding erected by them to any other agency employed by the Bank during the contract period without any payment.

28 Provisional Item:

If ordered by the Bank, contractor shall be required to carry out provisional items at the same conditions and rates as applicable for this contract.

29 Measurements of all concealed items:

Measurements of all concealed items of work and extra item if any, shall be got recorded by the Bank's Architect / Engineer before they are checked up.

30 Measurements:

All measurement tapes shall be of steel and all scaffolding and address that may be required for taking measurements shall be supplied by the contractor.

31 Cleaning during the work:

The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes etc. after the repairing leaving the site neat and tidy from time to time.

32 Complying I.S. specification:

Unless otherwise mentioned in the contract, the latest Indian Standard Code for material specifications, method of work, mode of measurements shall be followed. The payment shall be made on the basis of actual measurement of work done to be submitted along with bill

33 Rate to include:

The rates quoted by the contractor shall cover for work at any height in the premises for all finished items under this contract. The rate quoted shall be inclusive of all material cost, wastage, labor, loading, profit, taxes if any, scaffolding, transport, supervision, spot light arrangement and any other means to complete the job. Octroi, sales-tax, works contract tax or any other taxes

present or future to be included in the rates so quoted. If there is a change in the tax structure / duties as per State / Central Govt. order after opening of tender, the Bank shall reimburse difference in tax as per actual.

34 Price Fluctuation:

The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in the cost of material or labor.

35 The successful tenderer if called upon to do so, shall obtain a letter from the approved trade manufacturer whose product is used, if found necessary by the Bank confirming that the manufacturer shall provide all the technical assistance and supervision during the execution of the work at all such places as directed and the contractor shall bear the expenses, if any, for such supervision and technical assistance supplied by the trade manufacturer.

36 Testing of materials:

If at any point of time during the work, if Bank authorities desire to carry out the tests of certain materials, the contractor shall arrange for the same and submit the test report without any extra cost to the Bank.

37 The contractor shall note that they should bring to the notice of the Architect / Engineer any breakage in glass window before starting work. However, if any glass window is found to be broken during the repairing work, the contractor at his own cost shall replace the same.

38 Conditional tenders:

Conditional tenders are liable to be rejected.

39 Rates of non-tendered items:

The successful tenderer is bound to carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.

40 Abandonment of work:

If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.

- **41** The Bank reserves the right to accept / reject the lower or any or all tenders in part or in whole without assigning a reason therefore.
- **42** Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to the respected, qualified person in the field agreed to both the parties and his opinion shall be binding

on both the parties. However, this is precourse to any legal action in this regard.

43 Incomplete quotation:

Incomplete quotations shall be summarily rejected

44 Payments:

The Bank from time to time under interim payment shall pay the contractor on account of works executed and when the value of work equal to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this contract.

- **45** When the work has been virtually completed and Bank's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there are no dispute items, rates, ad quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honored within the period specified in the Appendix as period of honoring final certificate.
- **46** The contractor shall be paid by the Bank within the period named in Appendix (period of honoring certificate) after such certificate has been delivered to the employer by the Bank's Architect / Engineer. Bank's Architect / Engineer has power to withhold any certificate in the work or any part thereof are not carried out to his satisfaction or the contractor fails to show the desired progress or fails to follow the instructions given or in case of breach of this contract.
- **47** For water proofing works on traces, bathroom, WC, Chajja, work has to be executed through the agency specialized in waterproofing. Contractor will have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Bank.
- **48** Earnest Money Deposit of successful tenderer shall be treated as security deposit. The contractor should pay this amount to the Bank by DD or PO at the time of submission of tender. The Bank shall retain this amount till the work is virtually completed and all amounts relating thereto settled. Second part of security deposit shall be built through the retentions from interim and final bills of the contractor and the amount of retention shall be as stated in the Appendix.
- **49** When the certificate of the virtual completion is issued to the contractor the security deposit in the form of EMD and 50% of retention money shall be refunded, provided that the contractor has fulfilled all the conditions of contract and further provided that the employer has no claim for forfeiture of part or whole of the said deposit. The balance 50% of the retention money built up through retention from interim and final bills will be returned to the contractor after the expiry of defect liability period, subject to deductions for any appropriations thereof required to be made by the Bank as per conditions of the contract. The contractor should note that no interest would be allowed on his security deposit.
- **50** The contractor is requested to sign each page of the quotation and put rubber stamp, seal below his signature and seal the quotation in an envelope.

51 Liquidated damages:

If the contractor fails to maintain the required progress or to complete the work and clear the site or before the contract or extended date period of completion, he shall without prejudice to any other right, pay as agreed compensation amount of 1.00% of contract amount per week of delay subject to maximum of 10.00% of contract amount as liquidated damages.

52 Records & measurements:

Measurements shall be taken jointly by Bank's Architect / Engineer and contractor and shall without extra charges provide assistance with appliance, labor and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements.

53 Safety measures:

The contractor at his own cost shall provide tarpaulins on the external side of the building at the time of breaking plaster etc. to safeguard adjacent property, Bank's property, employees, traffic, etc. The contractor shall follow all the safety measures while carrying out the work. Employer that is Bank shall not be liable for any compensation due to accident, any mishap or negligence.

54 If there is delay in commencement of work for any reason, the employer that is Bank shall not be liable for any compensation.

55 If at any point of time during the progress, it is observed that the contractor is not progressing the work with due diligence, care and lagging much behind the schedule or fails to gear up the work despite instructions from Bank's Architects, the employer (Bank) reserves the right to terminate the contract with 7 days' notice. In such case, the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited

56 Although the number of coats of paints / polishing / white washing are specified the contractor will have to additional coats if the surface is not to the satisfaction of the Bank's Architect / Engineer and there shall be no extra payment on account of such coats

57 First Aid:

The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.

58 Supervision:

The contractor is required to have on site during all working hours a competent supervisor (acceptable to Bank) who will be responsible for the conduct of worker and who has authority to

receive and act on such instructions issued by the Architect / Engineer of Bank.

- **59** All work shall be carried out in a workman-like manner to the entire satisfaction of the Architect / Engineers.
- **60** Contractor shall follow all rules / regulations in force and should possess the license for employing labor and also follow all safety measures, labor bye law and shall be responsible for any lapse.

61 Transfer of Tender Documents:

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

62 Safety:

The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site. In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.

63 A Daily Diary Register:

A daily diary register (with cement and steel stock statement) will be kept in the Engineer's Office or the site office. The contractor or his representative will furnish every day at 9.00 hrs. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness.

64 Nuisance:

The contractor shall not any time do cause or permit anyone to do or cause any nuisance on the site or do anything which shall cause unnecessary disturbance of inconvenience to the Employer or to the owners, tenants or occupiers of other properties near the site and to the public generally.

65 Rights, remedies and powers:

- 1) Termination of contract due to contractor's default. If the contractor:
- a. Abandon the contract.
- b. At any time, defaults in proceedings with the works with due diligence and continues to do so after a notice in writing of seven days from the Engineer or Project Architect or Employer, or
- c. Commits default in complying with any of the terms and conditions of the contract and does

not remedy it within 7 days after a notice in writing is given to him in that behalf of the Engineer or Project Architect or Employer.

- **d.** Persistently disregards the instructions of the Engineer, Project Architect or contravenes any provision of the contract, or
- **e.** Fails to remove materials from the site or to pull down and replace work after receiving from the Engineer, Project Architect notice to the effect that the said materials or works have been rejected.
- f. Fails to complete the works or items of work on or before the stipulated date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or Project Architect of Employer, or
- **g.** Offer or gives or agrees to give to any person in the Employer's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do so for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Employer, or
- h. Shall enter into a contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Employer / Engineer, or
- i. Shall obtain a contract with the Employer as a result of ring tendering or other non-bonafide methods of competitive tendency, or
- j. Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation fir the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or support so to do, or any application be made under any Insolvency Act for the time being in force for the sequestration of his estates or if a trust deed be executed by him for benefit of his creditors, or
- k. Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or an appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager, or
- l. Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
- m. Assigns, transfers, sublets (engagement of labor on a piece work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works, or any portion thereof without the prior written

approval of the employer.

The Bank may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter as the Employer by written notice determine the contract either as a whole or in part.

- II) Upon such determination of the contract in whole or in part, the security deposit with the Employer in respect of the contract shall stand forfeited to the Employer without in any way effecting the rights of the Employer.
- III) Rights of the employer after determination of the contract due to contractor's default.

The Engineer shall on such determination have powers to:

- **a.** Take possession of the site and any materials equipment, plant, implements stores etc. thereon, and / or
- **b.** Carry out the incomplete work by any means at the risk and cost of the contractor.
- IV) On determination of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation or the value of contractor's materials to be present so as to record the measurements in his presence. If the contractor fails to be present in response to the notice, the recording of measurements shall be preceded with ex-parte and the measurements as recorded shall be binding the contractor.
- V) The Bank shall have the right to use contractor's plant, machinery and materials on the balance work but shall not in any way be responsible for any damage or loss of the same and the contractor shall not be entitled to any compensation thereof.

(On the letter head of Contractor/Vendor)

	(On the letter head)	or Contractor/ vendor)	Oate:
To,		L	vale.
The Regional Head, SCF 136-137, Rose C Goniana Road, Bath	Garden Complex, Near Mittal 1	Mall,	
*	iry for AIR CONDITIONING	WORKS AT DIGITAL BANKING work invited by you, we have to	
condition, further w the works at my / or	re herewith deposit EMD (Rs ir tendered rates as per the Te	visited the site and our rates are a) as Earnest Money for erms of Contract. In the event of the necessary contract documents a	due execution of his tender being
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We understand the	work is to be completed withi	n scheduled time period.	
	nd include and cover all cost, en in execution and handing o	expenses, liabilities of very descriover the work to the Bank.	ption and all risk of
Thanking you, Yours faithfully, NAME: ADDRESS:			
TELE. NO. :	FAX. NO. :		MOBILE NO. :

