

**PROPOSED AIR-CONDITION WORK OF
JVPDS BRANCH ALTERNATE PREMISES**

FOR

INDIAN BANK

**Ground Floor, Yogi Smriti Building, 10TH road JVPD Scheme, Vile
Parle west, Mumbai.**

TENDER SUBMISSION ON: - 13th JAN 2025 AT 3.00 P.M.

TENDER OPENING: - 13th JAN 2025 AT 3.30 P.M.

JOB PERIOD 45 Days

ARCHITECT

KALA AREKHAN
ARCHITECT & DESIGNERS

101, VINDHYACHAL SOCIETY, PLOT NO. 204,
SECTOR -4 CHARKOP, KANDIVALI (W),
MUMBAI - 400067, TEL: 022 – 46162742.

NOTICE INVITING TENDERS

1. Sealed tenders are here by inviter on behalf of **INDIAN BANK**, for the **AIR-CONDITION WORK** to be carried out, for their new branch premises at Ground Floor, Yogi Smriti 10th Raod Juhu Vile parle development Scheme, Vile Parle West, Mumbai.
2. The work is to be completed within 45 Days from the date of issue of the work order.
3. The tender document can be obtained from the Architect's Office at **KALA AREKHAN**, Architect & Designers.101, Vindhyachal Society, Plot No. 204 Sector -4 Charkop, Kandivali (W) MUMBAI - 400067, TEL.: 022 46162742.
4. **The tender document shall be available on Bank's website and the last date for receipt of tender is 13th Jan 2025 up to 3.00 pm. And the tenders will be opened on 13th Jan 2025 at 3:30pm**
5. The tender document including the set of drawings must be returned to the Bank's Office on or before the Last date of submission even if the contractor does not wish to quote for the project.
5. a)At the time of submitting his tender, the tenderer shall deposit with the Bank earnest money of Rs. 6,500/- (Rupees Six Thousand Five hundred Only) by way of DEMAND DRAFT in favor of **INDIAN BANK** of Any Nationalized Bank if unregistered in MSME/UDYAM.

b) This Earnest Money Deposit will not bear any interest. The earnest money deposit will be forfeited in the event of any evasion, refusal or delay on the part of the Tender to sign and execute the contract on the acceptance of his tender. The Earnest Money Deposit, without any interest, will be returned to the tenderer if their tender is not accepted.

c) The tenderer whose tender is accepted will be required to deposit further amount to make total of 0.5% contract value including EMD or may be deducted from 1st Running Bill in addition to the amount already deposited towards earnest money deposit, thus making total Security Deposit to 5% of the total contract value will form part of the performance guarantee, which shall not bear any interest. This amount will be refunded only after virtual completion of the work.
6. The tenders shall be submitted as per instructions with the name of work supervised on the envelopes written prominently and addressed to The Chief Regional Manager, **INDIAN BANK – Zonal Office Mumbai West, 1st Floor, B Wing, 101 Neo Vikram CHSL, Sahakar Nagar, New Link Road, Andheri West, Mumbai – 400053.**
The full name and postal Address of the Tenderer shall be written on the bottom left hand corner of the sealed cover. The sealed tenders shall be submitted to The Chief Regional Manager at the address mentioned above.
7. Acceptance of tender will rest the employer who receive the right to accept or reject any or all the tenders in part or full without assigning any reason therefore. Any tender who does not fulfill any two prescribed conditions would be liable for rejection.

8. All the rates mentioned in the tender are inclusive of all taxes i.e. Work contract tax, GST, Income tax, Sales tax, Central Govt. or State Govt. any tax, Octroi, Local Municipal Overheads/ levies/ transport etc. charges. No separate amount for these will be considered.

9. This Tender Notice forms part of the contract.

For KALA AREKHAN

PLACE:

DATE:

KALA AREKHAN
Architect and Designer,
101, Vindhychal Co-Op-Hsg. Society,
Plot No.204, Sector-4,
Charkop, Kandivali (West),
Mumbai- 400 067.

FORM OF TENDER

To,
The Zonal Manger,
INDIAN BANK
Zonal Office Mumbai West,
1st Floor, B Wing,
101 Neo Vikrm CHSL, Sahakar Nagar,
New Link Road, Andheri West,
Mumbai – 400053.

Dear Sir,

With reference to the tender invited by you on behalf of **INDIAN BANK FOR AIR-CONDITION WORK** to be carried out for their new branch at, at Ground Floor, Yogi Smriti Building, 10TH road JVPD Scheme, Vile Parle west, Mumbai..

I/ We have undersigned hereby tender and undertake to execute the work under the contract at the rates quoted by me /us in the schedule of quantities and rates and on the condition of contract with this tender.

I/We have carefully studied and understood the drawings, conditions of contract, specifications, schedule of works and have acquainted myself/ ourselves with the site conditions.

I/We agree to complete the works within 45 Days after receiving the work order in conformity with the said conditions of contract, specifications, Schedule of quantities and rates and drawings. I/ We enclosed herewith earnest money deposit Rs.6,500/- In Words (Rupees Six Thousand Five Hundred Only) in the manner as prescribed. The said sum shall not bear any interest and Bank Only deduct 5% of contract value less EMD from the 1st R.A. Bill to make a total of 5% of the tender amount as Security Deposit for the faithful performance of the contract, or to commence the work being called upon to do so. The amount of total 05% (Five Percent) of the total bill of work done shall remain with bank till defects liability period is over and the said amount shall bear no interest.

It is understood by me/us that the lowest or any tender will not necessarily be accepted.

Yours faithfully,

Signature of contractor

Stamp/ Seal.

Date:

Place:

Address:

SECTION - I

CONDITIONS OF CONTRACT

1. Tenderers shall sign wherever provided for. Tenders not so signed shall be rejected. The tenders shall be submitted in sealed cover in the office of The Zonal Manager, INDIAN BANK – Zonal Office Mumbai West 1st floor, B wing, 101, Neo Vikram CHSL., Sahakar Nagar New Link Road, Andheri west, Mumbai-400 053.
2. No Tenders shall be accepted unless the full amount of Earnest Money Deposit is paid by DD/ Pay Order of appropriate amount mentioned at the time of submitting the tender.
3. Fluctuations in the prices of any materials or equipment or labour etc; shall not be taken into account either for compensation for damages or for extras. The validity of the tender shall be 90 days for acceptance.
4. Watch and ward in respect of all plants, machinery and materials at site for use in work shall be the contractor's sole responsibility.
5. The contractor shall have to make his own arrangements to house his labour and staff, and for their services.
6. All instructions regarding the execution of the work shall be received from the architect/ engineers only. Any other instruction issued directly to the contractor by anyone else shall not be binding on the employer.
7. During execution of works the contractor must check his work with the drawings. The contractor shall be responsible for all the errors in this connection and will have to rectify all defects at his own cost, failing which the employer reserves all the rights to get the same rectified at the risk and the cost of the contractor.
8. The contractor entrusted with the work shall indemnify the Bank and the Architects against theft, mishaps in construction and injury to workmen, damage to persons, property etc. He shall make good the damage at his own expenses.
9. The Bank, through the Architects, shall; have the power to omit or cancel; any item of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions and cancellations.

10. Time is the essence of the work. All the works shall have to be completed within 30Days from the date of work order (Appendix –A). If the work is not completed within the aforesaid period, the contractor shall pay the bank or the bank shall be entitled to deduct from the payment due to the said contractor the sum of ½% of contract value per week of delay or part thereof, subject to a maximum limit of 05% of the contract amount.
11. The contractor shall maintain satisfactory progress of work as well as maintain a desired of workmanship. If in the opinion of the Architects the progress is unsatisfactory and /or the workmanship is unsatisfactory, the Architects shall advice the employer to take possession of work with Seven days notice to that effect. The employer shall then complete the entire work and rectify all the defects at the contractors cost and consequences.
12. In case the Bank /Architects are not satisfied with the quality of materials used by the contractors they reserve the right to direct the contractor to procure such supplies form agencies they deem fit.
13. It is agreed that if the works are delayed (1) by force-major or (2) by reasons of any damage by exceptionally inclement weather or (3) by reasons of loss or any damage by extensive fire not caused by an act or a default on the part of the contractor, by earthquake or civil commotion, strikes or lockouts affecting any of reasonable extension of completion of works. Upon the happening of in such event, causing delay, the contractor shall immediately give notice thereof in writing to the employer and the employer in all such eventualities agrees, without accepting any contractual obligations in this behalf, to assist the contractor to the utmost extent possible to meet the situation. If no such notice as mentioned above is given within 7 days of happening of such event, no claim for damage or compensation will be entertained on all parties.
14. The contractor shall submit the bills for payment along with detail statement showing the actual works carried out under different heads of items. Minimum value of works interim payment shall be Rs.2, 00,000/-. The bills same shall be to the extent of 75% of the value.
15. The contractor shall clear the site of works as per the instructions of the bank /architects. The site of works shall be cleared of all men, materials etc. belonging to the contractor. The site shall be delivered in a broom clean and neat condition employer shall have the right to day the site cleared at the risk and cost of the contractor.
16. The contractor shall not without the written consent of the bank /Architects assign the agreement or sublet any portion of works.
17. The quoted rates shall be all inclusive and cover the cost of all materials, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought for approval, overheads, profit &any other expenditure incurred for work as per drawings &specifications.
18. Wherever required the bank /Architect shall instruct erecting items sample, or makeup , as the case may be, and upon approval of the same , the items shall be fabricated and completed by the contractor (with or without modifications as the bank / Architect shall instruct).

19. The final bill from the contractor shall not be entertained under any work found any circumstances without completion of all the items of works .any work found defective or wrongly carried out, and instructed by the bank /Architect to be rectified or replaced shall be rectified or replaced prior to submission of the final bill. It is to be expressly noted that no final bill will be held valid in the event of non - rectification of the defective or wrongly carried out items and completion date shall not this account be extended. Defects liability period will be effective from the day of satisfactory completion of all the items of work, as may be certified by the Architect.
20. In the event of the work being executed day & night on holidays, which might be required for the completion of the work within the stipulated time however utmost care to be taken for not to disturb to normal working of Branch.
21. While executing the work, considerable amount of shifting and re-shifting of several furniture like Tables, Chairs, Steel Cupboards, Filing Cabinets, Side Units, Safes etc. Grills, Door frames, Windows, Partitions & Glass etc. items are Likely to be involved. It is also likely that some of the items might be required to be temporarily shifted elsewhere in the premises on any other floors. These shall be done by the contractor, and no payment against these works shall be separately paid for by the Bank. As the work is to be carried out and completed in the working Bank Branch, the contractor shall be responsible for maintaining the premises in clean condition every morning.
22. The contractor shall acquaint himself with the site conditions, local traffic regulations, local authority regulations availability of materials, labor, tax, structure etc. and quote rate accordingly. No extra charges / increase in rates shall be allowed on any of these or any other accounts.
23. The contractor shall have a complete supervisor no the site at all the times.
24. The contractor and / or his authorized representative will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the contractor.
25. In case any Municipal Corporation / Local authorities approval is necessary then it shall be the contractors responsibility to get it approved and all expenses incurred there of shall be borne by them.
26. In case the local authorities such as Mumbai Municipal Corporation, CFO & BEST/ Adani Electricals raise objections in matters water /electricity consumption, debris disposal etc; the contractors shall solve the matter at their end, without involving or putting financial liability on the Bank.
27. Water shall be available after the requirements of Branch, at the suitable point at the work site. All additional piping connections, from this point, water meters etc., shall be install by the contractor at his own cost. If required contractor has to arranged for tanker water.
28. The contractor shall be given a single electrical connection at the work site. Electrical charges for consumption by the contractors will be charged separately by the Bank. Contractor has to provide sub – meter.

29. The contractor shall be bound to carry out any extra items of works, whenever possible the rate for extra item shall be derived from the rate already quoted, otherwise the rate shall be worked out at cost of material + labour + 10% (overheads, wastage, taxes and transportation) + 15% profit

30. The rates shall be entered in figures as well as words.

31. The payment shall be in the following manner:-

- a. 5% advance based on the contract amount against a Bank Guarantee for similar amount valid for a period of 3 months and drawn on any Bank other than the INDIAN BANK or its Associates, and this advance shall carry interest at rates as per RBI guidelines in force. The advance shall be recovered from the 3rd Running Bill in equal proportion to the balance cost of work
- b. 75% of the material cost brought to the site subject to verification from purchase bills showing of materials which are to the running payment bills.
- c. On account payment (Minimum Value Rs. 2, 00,000/-) with retention of 8%.
- d. 50% (of Retention Amount + Earnest Money/ Security Deposit) shall be released after virtual completion of work, balance 50% (5% of the total contract value) shall be retained for a period of 12 months of defects liability period.

The contractor shall submit his running bills for payment concerning work executed or materials delivered on the site, or work executed at his work shop which will be certified by the Architect for the payment within 10 days from the date of submission of the bill.

The architect will not certify to any application for the payment to any contractor if there are:

- A. Defective items of the work still uncorrected.
- B. Any claims or liens filed against the contractor for failure to pay for material, labour or sub contract amount due or reasonable evidence that includes probable filing of such claims.
- C. Damage to other contractor.
- D. A reasonable doubt that the contractor can be completed for the balance then unpaid.

32. When the works are complete in all respects, the contractor shall intimate in writing to the architect and the bank to enable to take possession of the same. The work shall not be considered virtually complete until the Bank and the Architect have jointly inspected the works and certified in writing that this has been completed.

33. Layout with civil work shall be approved from EEBP (Building Proposal/ concerned ward with necessary No Objection Certificates from concerned Local Municipal Council departments, CFO or Govt. authorities or keeping on view the mutual understanding between contractor and concerned departments. If permission is not obtained on the time schedule and if the Municipal concerned department arrives on the site for Inspection and issue us the NOTICE either on phone or in writing, Bank shall not inform the contractor neither discuss the issue or reasons whatsoever with the contractor for not obtaining the permission, Bank shall pay the necessary penalty charged by the concerned authorities or appoint any outside agency immediately to solve the matter for obtaining necessary relevant permission for non-stopping of work in whatsoever condition and shall pay their fees along with the premium, and the said amount shall be paid on behalf of the contractor by the Bank to the concerned party without prior notice to the contractor to solve the matter at the earliest and the amount shall be deducted either from his running bill or final bill whichever stage the problem arises.

I/We hereby declare I/We have read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.

DATE:

PLACE:

SIGNATURE OF THE TENDERER WITH STAMP/ SEAL.

FORM OF AGREEMENT

Article of agreement made at this day of _____, 20____ between _____

_____ (herein after called “ The Owner”) of the one part and

_____ of (or whose registered office is situated
at _____

_____ (hereinafter called “the contractor”) of the other part.

WHEREAS the owner is desirous of _____

and has caused Drawing and schedule, Quantities and Rates showing and describing the work to be done to be prepared by or under the directions of **M./S. KALA AREKHAN**, 101, Vindhychal Co-Op-Hsg. Society, Plot no. 204, sector -4, Charkop, Kandivali (west), Mumbai- 400 067.

AND WHEREAS the contractor has supplied the Owner with a fully priced copy of the said schedules of quantities and rates (which copy is herein after referred to as “the contract drawing”) and the contract bill have been signed by or on behalf of the parties hereto:

AND WHEREAS the contractor has deposited the sum of the Rupees _____
_____ with the owner for due performance of this Agreement.

Now it is hereby agreed as follows:

1. For the consideration herein after mentioned the contractor will upon the subject to the condition annexed carry out and complete the work shown up[on the contract drawing and describe by or referred to in the contract bill and in the said conditions.
2. The owner will pay the contractor the sum of Rupees _____

(herein after referred to as “the contract sum” or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.)
3. The Term “The Architect in the said conditions shall mean the said “M/S.KALA AREKAHAN” or in the event of his death or ceasing to be the Architect for the purpose of this contract, such other person as the Owner shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the Architect under this contract shall be entitled to disregard or overrule and certificate or opinion or decision or approval or instructions given or expressed by the Architect for the time being.

4. The said condition and Appendix thereto shall be read and constructed as forming part of this agreement, and the parties here to shall respectively abide by, submit themselves to the conditions and the perform the agreements on other parts respectively in such conditions contained.

AS WITNESSED the hands of the said parties.

**SIGNE BY THE SAID IN THE
PRESENCE OF**

CONTRACTOR

Witness:

Name:

Address:

APPENDIX – ‘A’

- | | |
|--|---|
| 1. DATE OF COMMENCMENT: | Immediately with issue of the work order. |
| 2. DATE OF COMPLETEION: | 45 Days (From the Date of Work Order) |
| 3. LIQUIDITY DAMAGES: | 0.5% Per Week of delay or part thereof but maximum 5% of the Contract amount |
| 4. DEFECTS LIABILITY PERIOD: | 12 Months. |
| 5. VALUE OF WORK FOR INTERIUM CERTIFICATE: | Rs. 3,00,000/- and above. |
| 6.EARNEST MONEY DEPOSIT: | 5% of Contract value.

1% of Tender value subject to maximum Rs.6,500/- in Demand Draft in favor of INDIAN BANK

Air-Condition Amount to make total 5% of Tender Amount on acceptance of Tender. |
| 7.RETENTION AMOUNT: | 8% Of value of Total work excluding earlier money and security deposit from running bills. |
| 8.RETENTION AFTER VITUAL COMMENCEMENT AGAINST DEFECTS LAIBILITY: | 5% Of Total Bill (Certified) amount for 12 months. |
| 9.PERIOD FOR HONORNG CERTIFICATES BY THE EMPLOYER: | 10 Days (after receipt of certificates from the Architect by the Employer) |

We agree to the Terms incorporated in the above Appendix-‘A’

Date:

Signature of contractor with Stamp/ Seal.

Note:

The Brands/ Make mentioned in the following List should be used by the contractor and Rate quoted should be based on the same. In case of the brand / make is not available, material of other make should be used with prior approval of Architect and Bank. The rates will be revised, based on the difference in the basic rates of the make brands / name mentioned below:

LIST OF RECOMMENDED MAKE MATERIAL

- 1) Aircooled Split Carrier / BlueStar / Hitachi /Voltas/Daikin
- 2) Chilled Water Pipes Tata/ Jindal / Equivalent
- 3) Chilled Water Pipe Insulation Thermocole (Beardsell) / Equivalent

<u>ITEM</u>	<u>MAKES</u>
1. Split, Cassette Type Air-conditioners	Carrier/Blue Star/Voltas/Mitsubishi/ Hitachi / Daikin
2. Electric Cables	KRISHNA CABLES / POLYCAB (ISI Marked) / approved equivalent
3. Refrigerant piping	Nissan, Merchant MET Make Totaline Pressure tested Tubes.
4. Nitrile Insulation	'O'Class Kflax /Armaflex/Superlon Co.

- NB.
- 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
 - 2) All materials should conform to relevant standards and codes of BIS.
 - 3) Materials with I.S.I. mark shall be used duly approved by the Bank's Engineer / Architect.

Note: If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Bank/ Architect. The same will not be considered for payment.

Signature of contractor with Stamp/ Seal.