

## **TECHNICAL BID**

**SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF SPLIT AIR-CONDITIONERS IN  
PNBIT, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW.**

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### **Bid Details**

Name of the Tender	Supply, Installation, testing and commissioning of Split Air conditioners in PNBIIT, Vibhuti Khand, Gomti Nagar Lucknow
Date of Release of Tender	22.06.2018
Last Date for seeking the clarification from	11.07.2018 up to 05.00 pm
Last date for submission of documents along with Commercial Bid	12.07.2018 up to 03.00 pm
Technical Bid Opening	12.07.2018 at 03.30 pm
Commercial Bid Opening	Date will be intimated later
Approximate cost of work	Rs. 6,00,000/-
Place of opening of Bids	PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow
Address for communication	PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow Tel No – 0522-4062775, 4062016 Ext.215, #8601878988
Earnest Money Deposit	Rs. 12,000/- in the form of Demand Draft in favor of Director, PNBIIT, payable at Lucknow. EMD should be submitted along with technical bid.
Tender Fee	Rs. 236/- in the form of Demand Draft in favour of Director, PNBIIT, payable at Lucknow.
Contact to Bidders	Interested Bidders are requested to send the email to <a href="mailto:mgradmin@pnb.co.in">mgradmin@pnb.co.in</a> containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No., email address, Mobile No. etc.

## SECTION - 1

### Notice of Invitation of Tender

**Reg: Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT Campus, Vibhuti Khand, Lucknow on behalf of PNB Circle Office, Lucknow.**

Sealed tenders (two bid system) are invited by PNBIIT on item rate basis on behalf of Punjab National Bank Circle Office, Lucknow from eligible vendors who fulfill the eligibility criteria for Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow against Payment of **Rs. 236/- (non refundable)**, in two envelope system containing (1) E.M.D & Technical bid (2) Commercial bid.

Tender documents may be collected from the office of Director, PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow on any working day between 10:00am to 5:00pm on or before **11.07.2018** against payment of Rs. 200 + GST(18%) = **Rs. 236/- (non-refundable)** through crossed demand draft in favour of Director, PNBIIT, Lucknow. The duly filled tender documents may be submitted latest by **12.07.2018 upto 3.00 pm**. Tender document can also be downloaded from PNBIIT's website **[www.pnbiit.ac.in](http://www.pnbiit.ac.in)**. Applications not satisfying the procedures prescribed in the tender documents and/or received without earnest money deposit and/or received without signed copy of general terms and conditions in token of acceptance thereof shall **be treated invalid and rejected summarily**.

The tenders are to be submitted in one envelope containing two separate sealed envelopes mentioning **envelope no.1** and **envelope no. 2** and contents as indicated below:

#### **1.1 Envelope No. 1 (EMD & Technical Bid) (Part-A)**

This envelope shall be superscribed "**Envelope No. 1 – EMD & technical bid for Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow**". This envelope must contain crossed demand draft of **Rs. 12,000/- (Rs. Twelve thousand only)** towards earnest money deposit (EMD) in favour of Director, PNBIIT, Lucknow. Bidder shall submit supporting documents in support of **eligibility criteria** as mentioned in tender documents. Tender documents shall be duly filled up and signed by the tenderer on each page after affixing rubber stamp of the firm/company. Any cutting should also be authenticated by the tenderer / authorised signatory of the firm against his/her full signatures. In case, tender documents have been downloaded from PNBIIT's website, the bidder has to pay tender cost fee i.e. **Rs. 236/- (non-refundable)** through demand draft in Envelope No. 1 and application will be rejected without paying tender cost fee.

#### **1.2 Envelop No. 2 (Commercial Bid) (Part-B)**

This envelope shall be superscribed "**Envelope No. 2 – Commercial bid for Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow**". This envelope must contain **rates/ price for the services** as provided with the tender documents. It must be signed by the tenderer /authorized Signatory of the firm after affixing rubber stamp of the firm/company without which the tender will be rejected.

Both the sealed envelopes (**Envelope No. 1 & 2**) shall be put in another third envelope and properly sealed superscribing "**Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow**" addressed to the Director, PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow and dropped in tender box at the PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow-226010 **on or before 12.07.2018 up to 3.00 pm.**

For any clarifications bidders may contact at following email ID:  
[mgradmin@pnbiit.co.in](mailto:mgradmin@pnbiit.co.in) (Tel No: 0522-4062775, 4062016 Ext.215, 8601878988)

Any tender received after the prescribed time will not be accepted/ considered for opening.

The vendors may visit the site before quoting the rate on any working day to acquaint with the site condition.

PNBIIT has the right to accept / reject any or all tenders without assigning any reasons before or after the procedure of tender.

Important Note: -

Punjab National Bank, Circle office, Lucknow through PNBIIT is inviting the tender to procure ACs for PNBIIT. Bills are to be raised in the name of Punjab National Bank, Circle office, Lucknow (GSTIN 09AAACP0165GBZD)

Bank, Institute, Punjab National Bank, PNBIIT means Punjab National Bank, Circle office, Lucknow through PNBIIT

Contractor, tenderer, vendor means the body which will supply, install, test and commission ACs

Sealed tenders as above will be received in the office of Director, PNBIIT, Vibhuti Khand, Gomti Nagar, Lucknow upto 3:00 pm on 12.07.2018. Envelope 1 will be opened on the same day at 3:30 pm. Envelope no 2 shall be opened only for those who qualify the eligibility criteria. Prior intimation shall also be given before opening envelope no 2.

No deviation on the above will be entertained by the PNBIIT there after.

Tenders received on account of any reason whatsoever and telegraphic/ email tenders will not be entertained.

Based on the clarification of conditions by the PNBIIT, the intending tenderers will submit their unconditional acceptance on the prescribed format along with tender document.

Price bid of only those bidders shall be opened who bring their tender in line with requirements of tender documents and are acceptable to PNBIIT in their presence and the tenderers who do not submit the EMD in the form of Demand Draft, their tenders will be summarily rejected.

All disputes arising out of or in connection with this agreement shall deem to have arisen in Lucknow and only the courts of Lucknow shall have the jurisdiction to determine the same.

PNBIIT reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.

PNBIIT will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

**Director**

## SECTION - 2

### LETTER SUBMITTING TENDER

Director,  
PNBIIT,  
Vibhuti Khand, Gomtinagar  
New Delhi

**Reg: Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT, Vibhuti Khand, Lucknow on behalf of PNB Circle Office , Lucknow.**

Dear Sir,

With reference to the tender invited by you for the proposed work.

I/we do hereby offer to execute the work under contract at the respective rates mentioned in the Schedule of Quantities. I/We have seen the site, understood the general conditions of contract, special conditions, additional conditions.

I/We agree to execute the work as per specifications, general conditions of contract, special conditions, additional conditions, schedule of quantities etc.

I/we have deposited Earnest Money of **Rs. 12,000/- (Rs. Twelve thousand only)** by demand draft which amount is not to bear any interest. I/we do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/we fail to execute the contract when called upon to do so.

I/we understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

(VENDOR)

1. Name of partner of the firm

2. Name of our banker

Tender submitted on \_\_\_\_\_ before \_\_\_\_\_ P.M.

## Eligibility Criteria

**This invitation of bid is open to all Indian Companies having presence in India who fulfill the eligibility criteria as mentioned below.**

Sl. No.	Eligibility Criteria
1	The bidder should be approved/ authorized/ registered agency of Air conditioner of brand (Voltas/ Daikin/ Carrier/ LG/ Blue Star/ Panasonic). Bidder to submit the copy of certificate of registration issued by competent authority from approved Air Conditioner brand.
2	Bidder should have average annual turnover during the last 3 years, ending 31st March of 2018, should be Rs. 1.80 Lac. Bidder to submit audited/ CA certified balance sheets along with Trading Profit & Loss Account statement of the last three financial years(2015-16, 2016-17 & 2017-18), if applicable.
3	<p>Bidder should have experience of having successfully completed similar works (SITC of Split/window ACs in buildings of Banks/State or Central Govt./Public Sector organization/ reputed organization) during the last 7 years ending 31<sup>st</sup> May 2018(Between 01.06.2011 to 31.05.2018) should be either of the following:</p> <ul style="list-style-type: none"><li>a. Three Similar completed works costing not less than amount equal to Rs 2.40 Lacs.</li><li>b. Two Similar completed works costing not less than amount equal to Rs 3.00 Lacs.</li><li>c. One Similar completed works costing not less than amount equal to Rs 4.80 Lacs.</li></ul> <p>Bidder to submit copy of work orders, completion certificate for completion of awarded work and Performance certificate from employer as evidence of satisfactory completion of work.</p>
4	Bidder to submit copy of GSTIN and Pan Card

**Bidders Information**

- I. Name
- II. Constitution
- III. Address
- IV. Names & Addresses of the Partners if applicable
- V. Name of Contact Person(s) with their Mobile Numbers
- VI. Office Telephone, Fax, e-mail
- VII. PAN No.
- VII. Manpower Employed.

**Authorized Signatory**

Signature Name  
Designation  
Seal of Company  
Date & Place:



## SECTION - 3

### ARTICLES OF AGREEMENT

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2018 between (PNBIIT, Vibhuti Khand, Gombi Nagar, Lucknow-226010 (herein referred to as society registered under Societies Registration Act, 1860 herein referred to as Institute which term shall include its successors and assignees) of the one part and \_\_\_\_\_ (herein referred to as the successful vendor which expression shall include his heirs, executors, administrators and assigns) of the other part.

WHEREAS Punjab National Bank, Circle Office Lucknow through PNBIIT Lucknow is desirous of carrying out Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT, Vibhuti Khand, Gombi Nagar, Lucknow describing the work to be done as per Schedule of quantities along with the general conditions of contract, special conditions, additional conditions etc. and whereas the vendor has agreed to execute the work described in said priced schedule of quantities, general conditions of contract, special conditions, additional conditions, drawings at the respective rates mentioned in the priced schedule of quantities attached.

WHEREAS the vendor has deposited Rs. 12,000/-, with the PNBIIT as Earnest Money Deposit (EMD) for due performance of the agreement.

The following documents shall be deemed to form and read construed as part of this agreement.

- 1.
- 2.
- 3.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the payment to be made to the vendor as herein provided he shall upon and subject to the said conditions execute and complete the works as per the said conditions and priced schedule of quantities.
2. The PNBIIT shall pay the vendor such sums as shall become Payable hereunder at the times and in manner specified in the conditions.
3. The said conditions shall be read and form part of the Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively on such conditions contained.
4. All disputes arising out of in any way connected with this agreement shall be deemed to have arisen in Lucknow and only the Court/Arbitrator in Lucknow. shall have jurisdiction to determine the same.
5. All parts of this contract have been read by us and fully understood by us.

**(WITNESS)**

**(PNBIIT)**

**(VENDOR)**

## SECTION – 4

### GENERAL CONDITIONS

1. All correspondence shall be addressed to Director, PNBIIT, Vibhuti Khand, Gomtinagar, Lucknow and superscribed "Supply, Installation, testing and commissioning of Split Air-conditioners in PNBIIT Campus, Vibhuti Khand, Lucknow."
2. The tenders will remain valid for a period of 90 days from the date of opening of tenders. PNBIIT reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.
3. At the time of submission, every tender must be accompanied by a Demand Draft of **Rs. 12,000/- (Rupees Twelve Thousand only)** in favour of Director, PNBIIT, Lucknow. as earnest money. No interest will be paid on earnest money. Any tender, which is not accompanied by the earnest money, shall be summarily rejected.
4. The earnest money deposit (EMD) of unsuccessful tenderers will be returned after the tender is decided or expiry of validity of the tender whichever is earlier.
5. The earnest money of the successful tender shall be adjusted in the security deposit.
6. The PNBIIT reserves the right to reject any or all the tenders, accept part of any tender or entrust the entire work to any vendor or divide the work to more than one vendor (item wise) without assigning any reason or giving any explanation. The rates quoted by the vendor will hold good for this bifurcation and no compensation will be paid on this account.
7. On receipt of information from the PNBIIT on the acceptance of his tender, the tenderer within 7 days should submit his acceptance of the work order. If successful tenderer fails to undertake the work, the earnest money deposited by him will be forfeited and acceptance of his tender may be withdrawn.
8. The rates quoted in the tender shall include all charges of scaffolding, lift for all height, any tools and plants, freight, labour, conditions and fluctuation in the rates, Excise duty, Octroi and any other taxes or expenditure for carrying out the work. GST shall be paid extra as per Govt norms and as per bank guidelines.
9. The water and electricity shall be provided by the bank for completing the work free of cost at one point.
10. No escalation in rates will be allowed under any circumstances.
11. The successful tenderer is bound to carry out entire work within the period stipulated in the Appendix. The tenderer will have to pay liquidated damages for non-completion of job within stipulated period at the rate of Rs. 2,500/- per day after expiry of period of completion subject to maximum of 10% of the contract value.
12. The liquidated damages as mentioned above may not be enforced if the vendor applies for extension of time mentioning the reasons for extension. Extension of time in days will be granted by the PNBIIT if it is proved that vendor is not at fault for extending the work beyond stipulated date of completion.
13. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on the prevailing market cost of material sustained by purchase vouchers / Bill and labour including wastage plus 15% towards vendor's profit and overhead plus VAT & service tax as applicable.

14. The vendor must co-operate with other vendors appointed by the PNBIIT so that entire work proceeds smoothly and to the satisfaction of the PNBIIT.
15. The vendor shall remove all marks & stains etc. wash and clean the floors at his own cost and hand over the site in proper manner on the completion of work.
16. The tenderer shall acquaint himself with the site conditions, making his own arrangement for storing of material at site, lift cartage etc.
17. Eight percent of the value of work done shall be deducted as security deposit from the running bills of the vendor and will be retained for defects liability period (as mentioned in the Appendix) and shall be released after the defects liability period, provided no defects are noticed during the period. The security deposit includes earnest money deposited by the vendor along with the tender.
18. The vendor will attend to all defects noticed during defect liability period. If the vendor fails to attend the defects, these defects will be rectified by the PNBIIT and the expenditure incurred on this account will be recovered from their security deposit.
19. The vendor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him or sub- vendors .The work executed should be got approved by the PNBIIT and the vendor shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials, immediately.
20. The vendor shall be responsible for implementing labour laws, compensation for injury and accident to person whether employed by him or by his sub- vendor.
21. The vendor will take necessary precautions for carrying out the work avoiding any damage to structures/decorative parts of the property. The vendor will rectify any damages done at his cost.
22. The vendor shall ensure that workmen employed by him for execution of work are suitable covered against Workman's Compensation Act and that all liabilities arising out of Workman's Compensation Act, ESIS and other legislative enactments applicable to such works and workmen shall be to the vendor's account.
23. The works will be carried out as per specifications and to the entire satisfaction of the PNBIIT.
24. The vendor shall give due notice to the PNBIIT to check measurements of any work, which is likely to be hidden before covering the same.
25. The vendor will submit running bills for the value of work done not less than interim payment (as mentioned in the Appendix) mentioning full nomenclatures of items, rates, amount, measurement sheets, reasons for part rates claimed, if any.
26. In case of non-completion or delay in completion of work or non-removal of defects in time, the PNBIIT shall be free to appoint another agency to get the job done at vendor 's risk and cost.
27. The vendor must include in their tender prices quoted for all Duties, Royalties, or any other Taxes or Local Charges, if applicable. Further, if any Tax levied by virtue of Law in force after date of opening of price bid, will be borne by the Vendor. No claims whatsoever on this account shall be entertained. GST shall be paid extra as per Govt. norms and as per bank guidelines.

28. Income Tax and other statutory taxes as applicable will be deducted at source from the vendor's bill and will be deposited with the ITO/Sales Tax Department, as per rules.
29. The bank may delay the progress of work, without in any way, vitiating the contract and grant such extension of time for the commencement/completion of the contract as it may think proper and sufficient in consequence of such delay and the vendor shall not make claim for compensation or damage in relation thereto.
30. The vendor will not execute any extra item without bank's permission in writing.
31. The quantities mentioned in the schedule of quantities are approximate and can vary upto any extent. Payment will be made on actual work done by the vendor. However, the vendor should not deviate the quantity without bank's permission.
32. Conditional tender quoted by the tenderer is liable to be rejected.
33. The bank has the right to alter the nature of work and to add or omit any item of work or to have the opinion of the same carried out departmentally or otherwise and such alternation of variations shall be carried out without prejudice to this contract.
34. The bank has right to terminate the contract, if the vendor abandons the work or fails to commence and complete the work in time or fails to abide by the contract conditions.

***Deviation in Tender Quantities:-***

35. The tender rate shall hold good for any increase in the tender quantities upto the variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25%, the rates for the excess quantities over and above the deviation limit then the rates will be worked out on the prevailing market cost of material sustained by purchase vouchers / bills and labour including wastage plus 15% towards vendor's profit and overheads plus taxes, i.e GST as applicable.
36. ***Substitution:*** - Should the vendor desire to substitute any materials and workmanship, he/they must obtain the approval of the Bank in writing for any such substitution well in advance. Materials designated in the specification identified by such Term as "Equal" or "Other approved" etc. specific approval of the Bank/Architects to be obtained in writing.
37. ***Concealed Work :-*** The vendor shall give due notice to the Bank whenever any work is to be buried in the earth, concrete or concealed or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Bank be either opened up for measurement at the vendor's expense or no payment may be made for such materials, should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the Bank shall be accepted as correct and binding on the vendor.
38. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the Schedule of Quantities. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on the prevailing market cost of material sub stained by purchase vouchers and labour including wastage Plus 15% towards Vendor's profit and overheads plus taxes, i. e GST as applicable.

**Advance Payment and Secured Advance:-**

- 39. Advance payment for works actually executed but not measured and billed for, should not be made generally. Payment should only be made after the detailed measurements of the work are taken and recorded and the vendor's bill for the same is approved by the Competent Authority.
- 40. However, advance payments on the running bills to the extent of 75% of the Banks engineers certified amount may be made wherever found necessary. In such cases, it shall be ensured that the test checking of the measurements & scrutiny of bills are completed before payment of the next running bill.
- 41. Secured advance against the security of materials brought to site may be made to the vendors whose contract is for finished work. In such cases, the Competent Authority may sanction advances upto an amount not exceeding 75% of the value (invoiced/assessed value) of such materials, provided that they are of a durable/non-fragile nature and that an Indemnity Bond is drawn up with the, vendor under which the Bank secures a lien on the materials and is safeguarded against losses due to the vendor postponing the execution of work or to the shortage or misuse of the materials, and against the expense entailed, if any, for their proper watch and safe custody. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the vendor is completed. They should be made from his bills for works done as the materials are used, the necessary deductions being made whenever the item of work in which they are used are billed for.
- 42. **Arbitration:** - In case of any dispute between Bank and Vendor, the decision taken by the Arbitrator who will be appointed by the Bank, will be final.

Authorized Signatory

Signature Name

Designation

Seal of Company

Date & Place:

**BANK**

**VENDOR**

## SECTION – 5

### APPENDIX REFERRED TO IN THE GENERAL CONDITIONS

1. Defect liability period : Twelve months
2. Date of Commencement : 5<sup>th</sup> day from the date of issue of Award Letter
3. Stipulation period of completion : 20 days
4. Minimum value of work done for Interim payment : 35% of contract amount
5. Retention Money for defect liability period : 8% of the total value of work (including the earnest money deposit)
6. Liquidated damages for non-completion of work within stipulated period : Rs. 2,500/- per day subject to a maximum of 10% of total cost

The retention money shall be refunded after the completion of defects liability period.

The retention money shall not carry any interest and shall be retained interest free by the Bank.

Authorized Signatory

Signature Name

Designation

Seal of Company

Date & Place:

## **SECTION - 6**

### **SPECIAL CONDITIONS OF CONTRACT**

1. Intending vendor shall visit the site and get acquainted with site conditions and activities during the working hours before quoting the rates. The vendor should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of site and other conditions or any information relating thereto or on their part.
2. All measurements shall be made as per CPWD norms.
3. Site should be cleaned every day and all the unusable material/malba shall be removed from the site and unusable materials shall be stacked properly so that there is no hindrance for staff and public failing which bank will remove the same at their level and suitable amount shall be recovered from the vendor's bill.
4. The work should be carried out as per latest CPWD specification and as per the standard engineering practice.
5. The vendor will take all necessary precautions for carrying out the work avoiding any damage to the structure, marble flooring of stair case and paint on the wall etc. before and during execution of job. If any damage is occurred during the execution, the vendor will rectify the damages done at his cost.
6. The vendor shall employ competent supervisor for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of the employer.
7. The rate shall be firm throughout the contract period including extension of time if any granted and shall not be subject to change under any circumstances. Nothing shall be paid on this account.
8. The vendor shall be required to maintain the coordination with the Building Maintenance Vendor, if required.
9. No old / dismantled material shall be used by the vendor in the work under any circumstances. Unless otherwise specified or under instruction of the bank.
10. The tenderer to visit the site and examine the rebate items and site condition before quoting the rates.
11. All material which vendor proposes to be used in the work is to be got approved by the vendor from the bank before bringing the material at site.
12. Dismantling & taking away includes the disposal of unserviceable material / malba to approved municipal yard.

13. The Rebate items will be the property of the vendor. Rates of rebate item shall be considered as negative while calculating the value of tender and the same are to be quoted in negative only.
14. The work will be done in co-ordination with furnishing vendor and maintenance Vendor of the building.
15. The tenderer to visit the site and examine the above items and site condition before quoting the rates.
16. The Vendor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. Bank shall not be held responsible for any penalty on failure of the any Labour Regulations. Bank shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Vendor and to insist the Vendor to comply with Laws.
17. The Vendor will be responsible to fulfill all the obligations in connection with the workers employed by the Vendor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Vendor's accountant payable by the Vendor.
18. Vendor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
19. Vendor or his authorized representative should visit the site frequently as required by the Bank and meet Bank's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
20. Vendor should provide uniform to his workers engaged at site. The Vendor should arrange to issue photo identity card to his workers.
21. Vendor shall be fully responsible and shall compensate Bank with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Vendor or his agents and / or his employees or workmen. The decision of bank in this regard shall be final and binding.
22. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Vendor resulting in any loss to Bank in kind or cash will be viewed seriously and Bank will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
23. In case of any default or failure on Vendor's part to comply with all / any one of the Terms/ Conditions, Bank reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount / s from dues otherwise payable to Vendor and / or by taking recourse to appropriate recovery proceedings.



24. Testing of materials and works and preparation of samples: All materials shall be first quality as per specification. Any work and/or material if rejected for quality should be removed/replaced from the site. The vendor shall, if required by Architect / 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 Architect and employer to be defective or unsound, the vendor shall pull down and re-erect the same at his own cost.
25. Keeping the area clean and removal of debris: Vendor shall arrange to dispose off debris, any other waste product created while carrying out the work, outside Bank's premises. The Vendor 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 Vendor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rates shall involve the cost of same and no extra payment shall be made towards this account.
26. All material which vendor proposes to be used in the work is to be got approved by the vendor from the bank before bringing the material at site.
27. All items to include the disposal of unserviceable material / malba to approve municipal yard.
28. The work will be done in co-ordination with maintenance Vendor of the building.
29. BOQ nomenclature shall prevail over any drawing/detail.
30. The specifications for the entire work shall be in accordance with latest CPWD specifications and latest IS codes. Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the bank in matter of interpretation shall be final and binding on the vendor.
31. All necessary permission/ approval from the local bodies shall be in the scope of the vendor within his quoted rates. However any payment claimed by local authority on account of this shall be paid by the Bank on production of receipt.

Authorized Signatory

Signature Name

Designation

Seal of Company

Date & Place:

**SECTION – 8**

**LIST OF APPROVED MAKE MATERIALS**

Split AC	Voltas, Daikin, Carrier, LG, Blue Star, Panasonic.
Wire	Finolex, Polycab, Havells
Voltage Stabilizer	Voltas, V-Guard, Bluebird

Authorized Signatory

Signature Name

Designation

Seal of Company

Date & Place: