

**THE MUNICIPAL CO – OP. BANK LTD.,
MUMBAI**

TENDER DOCUMENT

**FOR
STRUCTURAL WORKS- COLUMNS AND BEAMS STRENGTHING WITH FABRICATION,
PLASTERING AT "MUNICIPAL BANK BHAVAN"- 245, P.D'MELLO RD., FORT FOR
"THE MUNICIPAL CO – OP- BANK LIMITED, MUMBAI"**

PROJECT CONSULTANT

ENTECH ENGINEERS
CONSULTING CIVIL AND STRUCTURAL ENGINEERS

ADDRESS:
**RP-26, GROUND FLOOR, MILAP NAGAR,
NR. GANESH VISARJAN TALAO, MIDC,
DOMBIVLI (E)-421203**

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NOTICE INVITING TENDER

M/S.

Tender Ref : 01/2018

Date: 25/01/2018

**STRUCTURAL WORKS- COLUMNS AND BEAMS STRENGTHING WITH
FABRICATION, PLASTERING AT "MUNICIPAL BANK BHAVAN"- 245, P.D'MELLO RD.,
FORT, MUMBAI- 400 001 FOR "THE MUNICIPAL CO – OP- BANK LIMITED, MUMBAI**

Dear Sir,

The following document forming a part of the above Tender are enclosed herewith.

- I NOTICE INVITING TENDER
- II ABOUT THE MUNICIPAL CO-OP. BANK LTD.
- III MEMORANDUM
- IV ELIGIBILITY CRITERIA
- V IMPORTANT INSTRUCTIONS TO THE TENDERERS
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- IX PREAMBLE TO BILL OF QUANTITIES
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- XII ARTICLES OF AGREEMENT
- XIII ANNEXURE B
- XIV BILL OF QUANTITIES
- XV DRAWINGS

You are requested to submit your lowest quotation in a sealed cover for the items of work contained in the tender. Your offer complete in all respect should be submitted on or before Dated -02/02/2018 by 15.00 hrs. at "**THE MUNICIPAL CO – OPERATIVE BANK LTD.MUMBAI, Municipal Bank Bhavan, 245, P.D' mello Road, Fort, Mumbai 400 001.**

The tender documents shall be obtained from the Bank H.O. or download from banks website - www.municipalbankmumbai.com and should be submitted with a payment of Rs. 500/- +GST@ 18% (Non- refundable) towards the cost of tender in the form of crossed Bank (Demand) Draft payable to '**The Municipal Co-Op. bank Ltd. Mumbai.**'

You are not expected to include any conditions contrary to tender provisions. However if it is necessary to include certain conditions, the same should be submitted in a sealed Envelope to facilitate the processing of your offer, sealed envelopes – containing conditions or non – conditions statement, along with Earnest Money Deposit & the price tender only, in the stipulated form should be submitted. The Envelop should be suitably super scribed, including the content/s inside the envelope.

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The tender must accompany the stipulated Earnest Money Deposit of **Rs.10,000/-** in the form of demand draft of a Scheduled bank in favor of **THE MUNICIPAL CO – OP- BANK LIMITED, MUMBAI**. Tender submitted without the demand draft will be rejected.

The Tenderer should sign all the pages of tender documents.

The Municipal Co-Operative Bank Ltd. Mumbai reserves right to accept either in part or as whole any or reject any or all the tenders without assigning any reason thereof.

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

Thanking You.,

Yours Faithfully,

GENERAL MANAGER,(I/C)
THE MUNICIPAL CO-OPERATIVE BANK LTD., MUMBAI

II. ABOUT THE MUNICIPAL CO-OP. BANK LTD.

The Bank was registered under the Co-operative Societies Act in the year 1952 and started functioning from April, 1953.

The late Shri B.K. Patel, I.C.S., Ex. Municipal Commissioner, was the principal architect of this Institution which he founded in 1952. Shri Patel with his high sense of public service gathered around him a band of selfless Municipal employees and convinced them that through Co-operative effort Municipal employees could help not only themselves and others in financial difficulties, but could also educate and help them in building up credit

Thus inspired by lofty ideals for the betterment of the economic and material well-being of the Civic employees, the Bank was launched with the modest beginning.

1953 TO 2017

The Bank functioned as Primary Credit Society

From 1960 onwards the Bank, undertook and developed the Banking business.

It has 22 branches, situated at, Municipal Head Office, Fort, Marine Lines, Girgaon, Nanachowk, Parel, Ghatkopar, Mulund, Bandra, Byculla, Deonar, Chembur, G/South, L.T.M.G. Hospital, Andheri (W), B.Y.L. Nair Hospital, Kandivali, Borivali, G/North, Andheri(E), Bhandup (W), Goregaon and Head Office at P. D'mello Road, Fort.

Bank has started ATM facility in Ten branches those are Mulund T ward, Sion, Byculla, Bandra, Parel, Nair hospital, Borivali, Worli Hub (Offsite ATM), Kapurbavdi (offsite ATM), Chembur. Bank became member of NPCI for their NFS's "RuPay Card" for accessing RuPay member Banks ATMs all over India from May 2013. RuPay ATM card now can use as Debit card on POS machine.

III. MEMORANDUM

1	BANK	THE MUNICIPAL CO-OP. BANK LTD., MUMBAI. MUNICIPAL BANK BHAVAN, 245, P.D'MELLO ROAD, FORT, MUMBAI-400 001. TEL: 22616911/ 12, 22618653, 22613814, 22619248, 22619477
2	STRUCTURAL CONSULTANT	GIRISH MARATHE RP-26, GROUND FLOOR, NR. GANESH VISARJAN TALAO, MILAP NAGAR, MIDC, DOMBIVLI(E)-421203
3	LOCATION (SITE ADDRESS)	H.O.-THE MUNICIPAL CO – OPERATIVE BANK LIMITED, "MUNICIPAL BANK BHAVAN",245, P.D'MELLO ROAD, FORT, MUMBAI -01
4	SCOPE OF WORK	STRUCTURAL WORKS- COLUMN AND BEAMS STRENGTHING WITH FABRICATION, PLASTERING AT "MUNICIPAL BANK BHAVAN"- 245, P.D'MELLO RD., FORT, MUMBAI-01
5A	ISSUE OF TENDER	FROM 25/01/2018 ON ALL WORKING DAYS AT THE BANK'S HEAD OFFICE AT MUNICIPAL BANK BHAVAN, 245, P.D' MELLO ROAD, FORT, MUMBAI - 400 001. OR DOWNLOAD FROM BANKS WEBSITE - WWW.MUNICIPALBANKMUMBAI.COM CONTACT: MR. BHAGWAT / MR. SHIRKE TEL: 022 22717878/79.
5B	PRICE OF TENDER	RS. 500/- (FIVE HUNDRED ONLY) NON- REFUNDABLE
5C	LAST DATE OF TENDER SUBMISSION	ON OR BEFORE 1500 HRS ON 02 / 02/ 2018
5D	OPENING OF TECHNICAL BID (ENVELOPE A)	ON 02/ 02/ 2018 AT 1500 HRS
5E	OPENING OF FINANCIAL BID (ENVELOPE B)	TO BE ANNOUNCED
6	TIME LIMIT FOR EXECUTION OF WORK	45 DAYS FROM THE DATE OF AWARD OF WORK
7	NATURE OF TENDER	ITEM RATE TENDER

8	EARNEST MONEY DEPOSIT (EMD)	RS. 10,000/- (RUPEES TEN THOUSAND ONLY)
9	SECURITY DEPOSIT	6% OF THE CONTRACT VALUE TO BE PAID DURING ISSUE OF WORK ORDER
10	RETENTION MONEY	5% OF EACH RUNNING BILL
11	DEFECT LIABILITY PERIOD	12 MONTHS (INCLUDING ONE MONSOON)
12	INSURANCE	ALL TYPES OF RISKS TO BE COVERED.
13	PAYMENT SCHEDULE	<ol style="list-style-type: none"> 1) 1ST RUNNING BILL WOULD BE PAID AFTER COMPLETION OF 50% APPROVED WORK (50% OF THE AMOUNT OF CONTRACT VALUE) 2) 2ND RUNNING BILL WOULD BE PAID AFTER COMPLETION OF 95 % APPROVED WORK (45% OF THE AMOUNT OF CONTRACT VALUE) 3) 3RD RUNNING BILL WOULD BE PAID AFTER COMPLETION OF FULL & FINAL WORK DONE WITH SATISFACTION OF BANK OFFICIALS & ENGINEER
14	RETURN OF RETENTION MONEY & SECURITY DEPOSIT	UPON COMPLETION OF DEFECT LIABILITY PERIOD OF 12 MONTHS
15	GOVT. LEVIED TAXES (TDS, GST)	AT PREVAILING RATE, AS APPLICABLE.
16	PENALTY FOR DELAY	RS.1000/- PER DAY TO A MAXIMUM OF 10% OF CONTRACT VALUE
17	EXIT CLAUSE	EMD, RETENTION MONEY & SECURITY DEPOSITED SHALL BE FOREFEITED. INCOMPLETE WORKS SHALL NOT BE CONSIDERED FOR BILLING. 10% OF THE CONTRACT VALUE SHALL BE DEDUCTED FOR CAUSING PROJECT DELAY. THE BILLS SUBMITTED PENDING PAYMENT SHALL BE AT THE BANK'S DISCRETION FOR PAYMENT.

IV. ELIGIBILITY CRITERIA

A. Average financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

B. Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:

i. One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Or

ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or

iii. Three similar completed work costing not less than the amount equal to 40% of the estimated cost.

C. Similar work means Column Jacketing, Structural Steel works of same nature / magnitude carried out for any building involving Structural Steel strengthening works.

D. The contractor should have valid GST registration number.

In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment etc may be incorporated in the Technical bid

E. The company should not be blacklist and should be under listed CIBIL records.

V. IMPORTANT INSTRUCTIONS TO THE TENDERERS:

1. Please read all pages of the tender carefully.
2. The Tender shall be submitted as mentioned in Clause 14 of this section, failing which the Tender is liable to rejection:
3. Please sign in full on all pages of the documents that are included in ENVELOPE A & ENVELOPE B. (Refer Clause 16 of this section)
4. All queries should be clarified with the Engineer M/s ENTECH ENGINEERS before submitting the tender.
5. The tenderer should submit copies up-to-date GST, Income Tax, Works Contract Tax and Sales Tax Clearance Certificates on demand. Failing which the tender shall be considered as incomplete and liable to rejection.
6. The tender remain valid for 120 days from the date of opening of the tenders.
7. The tenderer shall quote rates both in figures as well as in words against each item of work as detailed in the enclosed Schedule of Items.
8. The amount against the total in each section, sub-section and grand total should also be worked out in both figures as well as in words. In case of discrepancy / errors, rates quoted in words shall prevail and the amount shall be modified accordingly for any such errors and any other errors.
9. Any corrections made in the tender should be signed by the Authorized Person/ Tenderer before submission of the tender.
10. Canvassing in any form is strictly prohibited and any tenderer found to resort to canvassing shall be liable to be rejected summarily.
11. In the event of the tender being submitted by a Firm, it must be signed by each Proprietors/ Partners / Directors. In the event of absence of any of the aforementioned entities, an authorized person holding a power of attorney authorizing him / her to do so shall sign the documents, and such power of attorney shall be produced along with the tender to be included in ENVELOPE A.
12. Intending tenderer should note that the site/ branch shall be under full operation while the interior renovation work is in progress. The Tenderer shall take due care to cause no grievance, hindrance or inconvenience to the bank employees, customers and other parties occupying the building premises housing the project site.
13. Tenders who do not fulfil any of the conditions prescribed or are otherwise incomplete are liable to rejection.

14. Acceptance of the Tender will rest with Municipal Bank, who do not bind themselves to accept the lowest tender and reserve to themselves the authority to reject any or all the tenders received or to divide the work to more than one tenderer, without assigning any reason whatsoever.
15. The appointed Contractor shall not be entitled to any interest on either the Earnest Money Deposit for the period it shall remain with The Municipal Co-Operative Bank; neither any interest shall be paid on the cash deductions from the R.A. Bills. The Earnest Money deposited by the unsuccessful tenderer shall be forfeited by the bank in case he fails to qualify after opening the Technical Bid.
16. The Tender shall be submitted in the following manner:
 - A. The Tender shall be submitted in two separate envelopes addressed to:

The General Manager,
The Municipal Co-Op. Ltd.,
Municipal Bank Bhavan,
P.D' mello Road, Fort,
Mumbai - 400 001

The two separate envelopes shall be named as ENVELOPE A – TECHNICAL BID & ENVELOPE B – FINANCIAL BID.

B. ENVELOPE A – TECHNICAL BID:

The Envelope shall be super scribed '**ENVELOPE A – TECHNICAL BID**' and shall comprise of the following documents duly filled, stamped and signed by the Authorized Person/ Tenderer:

- a. Notice inviting Tender
- b. Memorandum
- c. Important Instructions to the Tenderers
- d. Form of Tender
- e. Articles of Agreement only signed by the Tenderer & Witnesses.
- f. General Conditions of Contract
- g. General & Technical Specifications
- h. List of Approved Makes
- i. Drawings incl. Plans, Sections, Elevations and 3D Views, if any.
- j. Audited Financial Statement for the last 3 years.
- k. Credentials of work carried out as prescribed in the Eligibility Criteria.
- l. Completion Certificate/ Work Order issued by previous Banks with respect to works carried out as mentioned in the Eligibility Criteria.
- m. Copies of PAN, GST, CST (Sales), CST (Service)
- n. Power of Attorney in favor of the Authorized Person; in case the proprietor, Partner, Directors are unavailable to sign the tender documents.
- o. Remarks, explanations w.r.t Section 5 – General Conditions of Contract, Clause 6 or any other technical information, the tenderers may intend to submit.
- p. Earnest Money Deposit of Rs. 10,000/- in the Form of demand draft of a Scheduled bank in favor of 'THE MUNICIPAL CO – OP. BANK LIMITED, MUMBAI.' Tender submitted without the E.M.D demand draft will be rejected.
- q-Tender cost of Rs. 500/-+GST@ 18% (Non- refundable) towards the cost of tender in the form of crossed Bank (Demand) Draft payable to 'The Municipal Co-Op. bank Ltd. Mumbai.'

C. ENVELOPE B – FINANCIAL BID:

The envelope shall be super scribed **‘ENVELOPE B – FINANCIAL BID’** and shall comprise of the following documents duly filled, stamped and signed by the Tenderer.

- a. Preamble to Bill of Quantities
 - b. Bill of Quantities
 - c. List of approved Makes & Brands
17. Any additional information, unless otherwise approved or specified by The Municipal Co-Op. Bank Ltd. or their authorized Engineer, submitted with the Financial Bid shall not be considered in Tender evaluation.

VI. GENERAL CONDITIONS OF CONTRACT

1. The tender form must be filled in English.
2. The Tenderer (hereinafter called the CONTRACTOR) shall read the tender documents carefully and shall seek all necessary clarifications from The Municipal Co-Operative Bank (hereinafter called the BANK) along with their Structural Consultant M/s Entech Engineers (hereinafter called the ENGINEER)
3. The Contractor must sign on each and every page of the documents to be included in Envelope A & Envelope B.
4. The tender must be submitted in the prescribed format only. The Contractor must quote the rates in the schedule of quantities i.e: rate and amount. The rates should be quote both in words and figures without any erasures and alterations. However if errors are made, the wrong figures or words must be neatly scored out under full signature of the authorized person and the correct figured and words neatly rewritten. Over writing is not permitted.
5. Errors in the schedule of quantities rates and amount shall be dealt with in the following manner:
 - a) In the event of a discrepancy between the rates quoted in words and the rates in figures, lower rate will be taken into consideration.
 - b) In the event of an error occurring in the amount column as a result of wrong multiplication and extension of unit rate and quantities, the unit rate shall be regarded, as firm and the amount shall be amended accordingly.
 - c) All errors in totalling in the amount column and in carrying forward, the totals shall be corrected.
6. The quantities indicated in the Bill of Quantities are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates.
7. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made, the tender is likely to be rejected and invalidated.
8. The Contractor must obtain for himself on his responsibility and at his own expenses all the information necessary for the purpose of filling this tender and to enter into a contract with the Bank, he must examine the drawings, specifications, conditions etc, and must inspect the site of work and must acquaint himself with all local conditions and matters pertaining there to.
9. The Contractor shall also bear all expenses in connection with the preparation and submission of this tender.

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10. The tenderer shall also deposit an amount of Rs. 10000/- (RUPEES TEN THOUSAND ONLY) in the form of a Bankers' Cheque or Demand Draft drawn in favour of **“The Municipal Co-Op. Bank Ltd.”** at the time of submission of the tender as EARNEST MONEY DEPOSIT. The Bank is not liable to pay any interest on Earnest Money Deposit. The EMD of unsuccessful Contractors shall not be refunded to them if found not eligible to qualify after opening the technical bid.
11. Retention Money shall be deducted from running/progressive bills of the Contractor @ 5% of the gross value of the each bill. Security Deposit will be refunded on completion of work i.e. the issuing of final certificate by Engineer. Retention Money and security deposit shall not bear any interest.
12. The time is the essence of contract. The Contractor shall complete the entire work within 45 days from the date of issue of the work order. The work shall be commenced within 07 days after the contract has been awarded. The work is of urgent nature and the Contractor should strictly adhere to the completion time schedule.
13. The rates quoted by the tenderer shall be valid for a period of 120 days from the date of opening the tender. Should any Contractor withdraw his tender before the expiry of the said period or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his Earnest Money Deposit will be forfeited.
14. The Bank does not bind itself to accept the lowest tender and reserves to itself to reject any or all the tenders received without assigning of reasons thereof. Further, the Bank reserves the right to award any portion of the work or portions of the work to different tenderers or to award the entire work to one tenderer.
15. The Contractor whose tender is accepted is bound to execute agreement with the Bank in accordance with the Articles of Agreement which will include the Notice Inviting Tender, Memorandum, Eligibility Criteria, Instructions to the Tenderers, General Conditions of Contract, General Technical Specifications, Drawings, Preamble to Quantities, Bill of Quantities and all documents as required by the Bank and subsequently submitted as part of the Tender. But his liability, under the acceptance of his tender whether the formal agreement is drawn or not. The Contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.
16. The Contractor shall carry out the work under the directions and supervision of the Engineer and subject to the approval of the Bank in all respects.
17. On acceptance of the tender the Contractor shall in writing at once inform the Bank and the Engineer the names of his accredited representatives who will be responsible to take instructions from the Engineer/ Bank.
18. The work or any part of it shall not be transferred assigned or sublet without the consent of the Bank and Engineer.

19. The Contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/ specialists as may be employed by the Engineer/ Bank's on other works/sub works in connection with the work.
20. The Contractor will be required to insure the work and keep it insured until one month after the date of taking over the works by the Bank or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks other than the risks accepted in the terms of the contract with an approved insurance company.
21. The Contractor is required to comply with all acts of Govt. relating to labour rules and regulations made there under from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.
22. In carrying out the work, the Contractor shall take all necessary precautionary & preventive measures such as fire extinguishers; first aid boxes should be available at site.
23. Engineer/ Bank reserves the right of addition or deletion of any item listed in B.O.Q.
24. No escalations shall be permitted after opening of tender.
25. The rates at which the Work Order is finally placed on the successful Contractor shall be valid till the completion of the work.
26. If in the opinion of the Engineer/ Bank, the works gets delayed due to causes which the Bank may consider being beyond the control of the Contractor, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. For extension of time for completion, the contractor has to apply in writing with detail reasons.
27. While executing the work the contractor have to ensure that no inconvenience whatsoever is caused to the offices/ people functioning in the premises.
28. Permissible working hours: 0900 Hrs AM To 1800 Hrs Or as per convenience of the respective department.
29. For working beyond office hours prior approval shall be obtained from the Engineer, Bank and Security In-charge of the building. The Bank reserves full right either to accept or reject such request from the Contractor without assigning any reason whatsoever.
30. No representative, worker, servant of the contractor will be allowed to stay overnight at site.
31. Rates quoted by the tenderer shall include basic cost of material, transport, insurance, GST, VAT, sales tax, service tax, octroi, excise duties & other levies, labour, over head profits etc. Nothing will be paid extra on any account.
32. On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish and temporary works of every kind and leave whole of the site and

works clean and in a workman like condition to the satisfaction of Bank. No extra payment will be made for this purpose.

33. Selected contractor will have to enter into an agreement with the bank as per form of agreement given in the tender within seven days on being issued with the work order for commencement of work.
34. For any clarification in any item of work, the contractor should get the same from the Engineer before carrying out the work and all item of work should be carried out with the approval of the Bank.
35. The Contractor shall maintain registers of attendance, material delivered and materials taken out of site. Gate pass should be made for all such materials taken in or out of the site.
36. The Contractor shall indemnify the Bank from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against Bank or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labour or for supply of water, light or other amenities at the site
37. The Contractor shall indemnify the employer against all claims which may be made against of employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the joint names of employer and contractor against such a risks and deposits such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the work men's compensation act or any other statue in force during the currency of this contract or at common law in respect of any employee of the contractor or sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with on approved insurer a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract.
38. The Engineer/ Bank shall have power to with hold any certificate if the works or any parts thereof are not being carried out to his satisfaction.
39. The Bank shall have the Right of Technical Scrutiny of all bills including all supporting receipts, vouchers, abstract etc., which shall be attached with the interim bills. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the Bank to recover the sum.
40. The Contractor will comply with the provisions of all Acts of Government relating to labour and the rules and regulations made there under from time to time. He shall also submit at the proper time all particulars statements required to be furnished to the labour authorities on being directed to do so by the Engineer / Bank.
41. Electricity & Water Charges @ 0.1% shall be deducted from every running and final bill submitted by the Contractor.

42. In case of any ambiguities or discrepancies in the documents, the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out. If in the opinion of the Engineer compliance with any such instructions shall incur cost to the Contractor, the Engineer shall inform the Bank to implement the revised instruction in the Bill of Quantities and certify such additional sum as may be reasonable to cover such expense.
43. The Drawings and Specifications shall remain in the sole custody of the Engineer but two copies, thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his / her own expense any further copies required by him / her. At the completion of the Contract the Contractor shall return to the designer all Drawings and Specifications provided under the Contract.
44. The Contractor shall give adequate notice in writing to the designer for any further Drawings or Specifications that may be required for the execution of the Works or otherwise under the Contract. The Contractor is expected to prepare Shop drawings for any mechanical, electrical or electronic items that required specialized installation, which shall be executed upon the Engineer's approval.
45. The Contractor shall keep one copy of the latest/ updated/ revised Drawings furnished at the site and the same shall at all reasonable times be available for inspection.
46. If at any time during the continuance of this Contract, the performance in whole or in part any obligations under this Contract by either party is prevented by Force Majeure such as war, hostilities, military operations of any character, floods, explosions, epidemic, quarantine restrictions, acts of God then neither party shall be reason of such events be entitled to terminate the Contract nor shall they have any claim for damage against the other provided notice of the happening of such event is given by either party to other within a reasonable time not exceeding 7 days from the date of occurrence thereof.
47. The Contractor shall remove debris and maintain Cleanliness at the Site at all times.
48. The Contractor shall issue ID Cards to their supervisor and labourers working on the site.
49. The Bank shall not be held responsible for damage or loss of any material, however, the Bank shall assist and co-operate the Contractor to store in a location and manner deemed appropriate to the Contractor.
50. All bills shall be submitted in triplicate addressed to the Bank through the Engineer. The said bills shall be processed only after receiving the payment certificate from the Engineer, following which the payment shall be cleared within 15 days from the receipt of the bill along with the certificate. The Contractor will intimate the Engineer in writing upon completion of work. The Engineer shall carry out final inspection & issue completion certificate on satisfaction.
51. Rectification, if any suggested by the Engineer shall be carried out immediately by the Contractor.
52. Objections, if any or complaints during the work raised by authorities such as MCGM, BEST, MSEB, MHADA or other occupants of the building shall be settled at the Contractor's cost. The Bank shall not pay any compensation or reimbursement towards the same.

53. The Engineer shall issue Completion Certificate to the Contractor after all works carried out by the Contractor has been found satisfactory and to the standards mentioned in the Contract. The site should be clear of debris, excess/ wastage materials and tools.
54. The Contractor along with Engineer take periodical measurements of the works carried out.
55. If the contractor sub contracts part or whole of the said scope of work. Any dispute between the contractor and sub-contract that shall lead to disruption of work, in whatsoever manner, then the contractor shall be held responsible for the damages and the Bank shall be free to take any action against the appointed contractor incl. forfeiture of project, EMD, Security Deposit/ Bank guarantee and damages for the delay/ loss of project.
56. In case, the Contractor exits from the project at any stage before completion and/or the Bank considers the Contractor not carrying out activities as per requirement, the Bank shall retain the right to summarily cancel the contract and dissolve the agreement without any damages of liabilities. The Contractor shall forfeit EMD, Retention Money & Security Deposit. Incomplete works shall not be considered for billing. 10% of the Contract Value shall be deducted for causing Project delay. The bills submitted pending payment shall be at the Bank's discretion for release of payment.

VII-A. GENERAL AND TECHNICAL SPECIFICATIONS

1. These specifications are for the work to be done. Items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Consultant/Bank.
2. The workmanship is to be the best available and of a high standard, use must be made of ‘Specialist’ tradesman in all aspects of the work and allowance must be made in the rates for doing so.
3. The materials and items to be provided by the Contractor shall be the best of their respective kinds and as approved by the Engineer/ Bank in accordance with the samples, which may be submitted for approval, and generally in accordance with the specifications.
4. Samples of all materials including those specified by name of the manufacture or the brands, trades name or by the reference to catalogue Nos. are to be submitted to the either orders delivers in the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expense of the contractor.
5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Engineer/ Bank before proceeding with such works.
6. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Engineer/ Bank for approval
7. The Contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by Engineer/ Bank.
8. The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Engineer before commencing the work. Partition line out shall be done at the site before starting the work and approval for the same shall be sought from the Engineer.
9. The contractor shall quote his rate including the cost of materials as specified, corresponding wastages, labour, sales tax or any other taxes & duties, octopi, transportation to work site etc. There shall be no claims on account of idling of labour.

VII-B. SPECIAL CONDITIONS OF CONTRACT

1. ESTABLISHMENT:

It is the essential condition of this contract that the successful tenderer shall either have or establish an office in Mumbai in the period of Contract and a duty authorized representative shall always be available in Mumbai office to deal with all matters concerning this Contract. Also the firm should have experience of similar work done successfully and should have experience of minimum 3 yrs in this field of work.

2. TIME LIMIT:

The entire work shall be completed within 45 days from the date of Work Order issued to the contractor or the day on which contractor is instructed to take possession of the site. Whichever is later, but not exceeding two weeks (14 days) from the date of issue of Work Order.

3. TERMS OF PAYMENT:

The following terms of payment shall apply:

- a. Running Account's Bills will be paid on item rate basis as certified by our Engineer and our Site supervisor taking into consideration actual work in progress.
- b. Any work done at factory will not be counted in the running account bills until the material is brought to the site of work and installed/ assembled as per approved design.

4. RIGHT TO DELETE WORK

The Engineer / Bank reserves all rights to delete any item or operate items quoted as rate only.

5. ELECTRIC SUPPLY:

Bank will provide free power required for the works. However the Contractor shall make his own arrangements to draw the power from the tap off decided by the Bank / Engineer. The Tap – off point will be anywhere within the premises. (General Practice: Electricity is chargeable @ 0.1% of Contract Sum which is deducted from 1st running bill)

6. PROGRAM WORK AND PROGRESSS REPORTS:

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

7. OFFICE / STORES ON THE SITE:

The contractor shall provide for all necessary storage on the site in a specified area for all materials, which is likely to deteriorate by the action of the sun, rain or any other causes. This storage shall be for construction materials, tools, debris, discarded furniture etc. Suitable storage shall be made available for interim working of Bank. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned therein.

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8. TESTING OF MATERIALS AND WORKS AND PREPARATION OF SAMPLE:

The Contractor shall, if required by the Engineer shall arrange to test materials and / or portion of the works at his own cost in order to prove their soundness and efficiency. If after any such test, the work of portion of work is found, in the opinion of the Engineer and Bank to be defective or unsound, the contractor shall pull down and re – erect the same at his own cost.

9. NOTICE:

The Contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give notice and pay all fees / taxes.

10. MEASUREMENT IS TO BE RECORDED BEFORE WORK IS COVERED UP:

The Contractor shall take joint measurement with the Engineer before covering up or otherwise placing beyond the reach of measurement any item of work should the contractor neglect to do so. The same shall be uncovered at contractor's expense or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.

11. DIMENSIONS:

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

12. ACTION WHERE THERE IS NO SPECIFICATION:

In case of any class of work over which there is no specification mentioned the same shall be carried out in accordance with the latest Indian Standard Specifications subject to the approval of the Engineer and Bank.

13. CLEARING OF THE SITE OF WORKS:

The site of works shall be cleared of all men, materials, shed etc. belonging to the contractor. The site shall be delivered back to the bank in a clean and neat condition as required by the Engineer within a period of one week after the job is completed. In case of failure by the contractor, the bank will have the right to get the site cleared at the risk and the cost of contractor.

14. OCCUPATION OF PARTIALLY COMPLETED PORTION BY THE BANK:

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

15. TYPOGRAPHICAL OR CLERICAL ERRORS:

The Engineer clarification regarding partially omitted particulars or typographical or clerical Errors shall be final and binding on the Contractor.

16. INSURANCE:

The Contractor shall obtain adequate insurance cover at his own cost for work against any loss or Damage as well as workmen compensation and third party risk, until the date of completion of the work. The insurance cover is in joint name of the Owner and the Contractor is to be deposited of the Owner, within 21 (Twenty One) days from the date of issue of work order & the copy of same should submit to the bank.

17. PERFORMANCE GUARANTEE FOR ALL BOUGHT OUT ITEMS:

The Contractor shall submit written performance guarantee for all bought out items from manufacturers

18. LANGUAGE OF TENDER:

“English” is the official language of tender.

19. DOCUMENTS TO BE COMPLEMENTARY:

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

20. CONTRACTORS SUPERINTENDENCE:

The Contractor shall appoint a full time qualified and experienced person to supervise the work at site. The Contractor shall obtain the approval from Bank / Engineer about competence of such person with his Bio-data / Resume/ Curriculum Vitae.

21. INSPECTION BY CONTRACTOR:

The Contractor shall inspect all the works and satisfy himself before the same is offered for inspection to the Bank / Engineer.

22. REMOVAL OF DEBRIS:

The site shall be maintained clean at all times. The Contractor shall arrange to dispose off debris, wood shaving and any other waste product created while carrying out the work, outside bank’s premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules. Regulations laid down by Municipal Corporation or any complaint arising out of in proper disposal of wastage. Quoted rates shall involve the cost of the same and no extra payment shall be made towards this account. Since the said premise is on the ward offices cleanliness should be mentioned by the contractors.

23. MOCK UP:

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

24. The Contractor shall submit original copies of Invoices, order forms for any materials purchased for project work, to the Bank / Engineer if called for.

25. The Contractor shall calculate quantities after receipt of drawings and after submitting first interior bill but before submitting the second interior bill to Bank / Engineer.

26. The rates quoted by the Tenderer in the schedule of quantities will be deemed to be for the finished Work and shall include all charges for:

- A. Labour, maintenance, fixing, arranging, cleaning, making good, hauling, delays due to strike, manpower shortage etc.
- B. Covering for the walling and other works due to weather or whenever directed as necessary.
- C. All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
- D. All measures required to be taken for protection of existing works.
- E. All such temporary weather proof sheds at such places and in a manner approved by the Engineer for the storage and protection of materials against the effects of sun and rain.
- F. All testing of materials as Para – 8 of special condition of Contract.
- G. No tools and plants shall be issued by the Bank under the Contract.

27. The rate of the item additional items / non – tender items shall be based on the rates quoted by the tenderer for similar items or based on analogous items available in the tender.

28. Where applicable rates are not directly available, the rates for extra items if any shall be derived based on the prevalent market cost of labour and material at site of work including wastage (maximum 5%) plus tax plus 15% towards contractor's overhead and profit.

29. ARBITRATION:

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

For the purpose of appointing the sole arbitrator referred to above. The Bank will send within thirty days of receipt of the notice to the contractor a panel of three names of person who shall be presently unconnected with the organization for which the work is executed. The contractor shall on receipt of the names as aforesaid, select any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Bank within thirty days of receipt of the names. The Bank shall there upon without any delay appoint the said person as the sole arbitrator

If this contractor fails to communicate such selection as provided above within the period specified the Bank shall appoint a competent person as the sole arbitrator. If the Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Bank a Panel of three names of persons who shall have not connection with either party in whatsoever manner. The Bank shall on receipt of the named as aforesaid select any one of the person names and appoint him as the sole Arbitrator. If the Bank fails to select the persons and appoint him as the sole arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communication his name to the Bank. If the arbitrator so appointed is unable or unwilling to act resigns his appointed or vacates his office due to any reasons whatsoever another sole arbitrator shall be appointed as aforesaid.

The work under the Contractor shall however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld. On account of such proceedings, the arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitrator shall be such a place as may be fixed by the arbitrator in his sole discretion.

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

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitrator Act 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in front, shall apply to the arbitrator proceeding under this clause.

The Bank and the Contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

30. Security Deposit will be refunded on completion of work i.e. the issuing of final certificate by Engineer

31. 5% of the amount shall be retained from each running bill as retention money and shall be refunded after successful completion of the defects liability period of one year from the date of completion certificate issued by the Engineer.

32. Delay /wrong/non-payment of GST/ any applicable taxes may affect legal action against you. Any such loss arises to the bank due to your negligence, you have to make good the same at your risks & cost.

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VII-C. REPAIR METHODOLOGY **METHODOLOGY FOR COLUMN REPAIR**

- (1) Remove wall from one side of (700) Column & attach 2nos.steel props@ 300mm spacing.
- (2) Repeat the same procedure for other side of column.
- (3) Remove the Brick –work from inside the channels.

Case :-1 If existing steel column is in good condition.

- (a) Tie Rebars as shown in (sketch-1) drawing.
- (b) Encase the column with M20 Concrete.

Case :-2 If existing steel column is in damaged condition

- (a) Place the channels encasing I-Beam as shown in (Sketch-2) drawing .
- (b) Tie Rebars as shown in drawing.
- (c) Encase the column with M20 Concrete
- (4) Complete the Beam connection column at the floor level .
- (5) Remove the supporting props and rebuild the wall with plaster, painting etc.

METHODOLOGY FOR BEAM STRENGTHENING

- (1) Existing Beam should be sufficiently propped up to avoid collapse.
- (2) Dowels should be fixed in existing beam as shown in drawing.
- (3) Existing Beam should be treated using PMM.
- (4) Face Plates should be fixed using chemical rebar anchoring as shown in drawing.
- (5) Structural Steel Beam should be welded to face plate & dowels should be welded to Structural steel beam.
- (6) Rebars shall be fixed around steel beam.
- (7) Encasing shall be done using M20 Concrete.

VIII. LIST OF APPROVED MAKES

NOTE :

1. No deviation permissible.

2. Wherever contractor proposes to use 'equivalent' makes (i.e. other than specified) he shall obtain Bank's prior approval. Bank may ask Engineer before giving approval to the same Any additional cost and time lost due to this will be on Contractor's account and no claim will be entertained.

3. All material to be used shall be of first quality unless otherwise specified.

S.N .	MATERIALS	APPROVED MANUFACTURERS / SUPPLIERS
1.	PMM	Krishna-Conchem, Sunanda, BASF, MC-Bauchemie
2.	Micro-Concrete	Krishna-Conchem, Sunanda, BASF,
3.	Structural Steel	JSW, Tata Steel or equivalent
4.	Rebar steel	JSW, Tata Steel or equivalent
5.	Concrete	ACC, Ambuja, Ultratech or equivalent

Note : Written consent of manufacturer along with operational warranty must be obtained with reference to the location, size thickness and weight of the door. Bank / Engineer reserve to deduct the entire cost of this item from virtual completion certificate if the fixture does not perform expected.

IX. PREAMBLE TO BILL OF QUANTITIES

Abbreviations:

M.S.	Mild steel
O.B.T.Wood	Old Burma Teak Wood
N.B.T.W.	New Burma Teak Wood
C.P.Teak Wood	Central Province Teak Wood
Rft.	Running Feet
Sq.Ft.	Square Feet
Cu.m.	Cubic Meter
T.W.	Teak Wood
Q.R.O.	Quota Rate Only
C / C	Center to Center
C.M.	Cement Mortar
M.T.	Metric Ton
C.P.	Chrome Plated
Nos.	Numbers
MM.	Millimeter
G.I.	Galvanized Iron

2. All dimensions are in M.K.S. unless otherwise stated.

3. The quoted rate shall be all inclusive and cover the cost of material including wastage, freight, all types of taxes, duties, royalties, erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipment's, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of Bank / Engineer.

4. The rates quoted shall be valid for working at all heights, depths, and on all floor levels no extra payment shall be made for scaffolding, staging, ladders etc..for transportation of men and materials at higher or lower levels.

5. The item rate specifications are indicative. The contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions laid down in tender document and to the full satisfaction of Bank / Engineer.

6. Quantities mentioned against respective items are approximate and can vary to any extent payment shall be made on actually executed quantities.

7. No claims shall be entertained in case of increase or decrease in quantities. Bank / Engineer reserve the right to Increase /decrease quantities of any item and also to add / delete any item in totality.

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10. Contractor shall submit Unit rates for Structural steel, Rebar steel and concrete separately in order to identify additional cost, if any, that may arise after opening the column and beam.
11. Rates for micro-concreting of extensively damaged structures shall include formwork, centering, scaffolding, &mixing , laying, leveling, and finishing including curing etc. complete (excluding steel reinforcement)
12. Rates for Polymer Modified Mortar (PMM) shall include bond coat material, mixing using mechanical means and application with hand pressure.
13. Rates for Anticorrosive treatment of rebar shall include cleaning of the same using mechanical means.
14. Rate for external scaffolding shall include safety net, Curtains, platforms etc
15. Rates for providing and fixing additional steel bar shall include drilling, bending and fixing by tying with existing steel bars.
16. Rates for painting and polishing shall include cleaning glass panels, fan, floor etc.
17. Rates of all items shall remain constant irrespective of floor level and no extra shall be paid for handling and stacking of material, removing debris etc. from the site.
18. Bank / Engineer reserve the right of operating all ‘Quota Rate Only’ items. Unless otherwise noted the method of measurement will be as per I.S. 1200
19. Wherever Contractor proposes to use ‘equivalent’ makes (i.e. other than specified) he shall obtain Bank’s prior approval. Bank may ask Engineer before giving approval to the same any additional cost and time lost due to this will be on Contractor’s account and no claim will be entertained.

MODE OF MEASUREMENTS

1. Scaffolding	Total area covered in Sq.Ft. Length x height
2. Removing of loosened plaster and concrete	Sq.ft Broken concrete area
3. Anticorrosive treatment of reinforcement	Sq.ft Broken concrete area
4. Polymer Modified Mortar	Sq.ft. of application in concrete area
5. Micro Concreting	Total weight consumed in KG
7. Bond Coat Application	Sq.ft Broken concrete area
8. Additional Rebar	Total Weight consumed in KG

X. 'ANNEXURE A'

(ON TENDERER'S LETTER HEAD)**XI. FORM OF TENDER**

To,
GENERAL MANAGER,
THE MUNICIPAL CO – OP. BANK LTD.,
MUNICIPAL BANK BHAVAN,
245, P.D'MELLO ROAD,
FORT, MUMBAI – 400 001

SUB: STRUCTURAL WORKS- COLUMNS AND BEAMS STRENGTHING WITH FABRICATION, PLASTERING AT "MUNICIPAL BANK BHAVAN"- 245, P.D'MELLO RD., FORT FOR "THE MUNICIPAL CO – OP- BANK LIMITED, MUMBAI"

Dear Sir,

Having examined the tender document vide Tender Ref. No.including Plan/s, Specifications and Bill of quantities prepared by the Engineer **M/s Entech Engineers** having their registered office at RP-26, Ground Floor, Nr. Ganesh Visarjan Talao, Milap Nagar, MIDC, Dombivli(E)-421203

I / We hereby offer to executive the subject work at the respective rates which I / We have quoted for the items in the bill of Quantities (B.O.Q.) Further I / We declare that before quoting the rates I / We have visited the site and our rates are as per present site and market condition. Further I / We herewith deposit Rs.10000/- vide Demand Draft No.....datedissued by.....(Issuing Bank's Name) as Earnest Money Deposit for due execution of the work at my / our tendered rates as per the Terms of Contract.

I / We understand and accept that the site is a working branch and that I / We shall fully respect and accommodate Staff and customer conveniences.

In the event of this tender being accepted, I / We agree to enter into and execute the necessary contract required by you. I / We are aware that the Bank intends to complete the entire work as covered in the scope of this tender with a period as mentioned in Special Conditions of the contract after the letter of intent has been issued, I / We agree to complete the works within the said period.

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

ENTECH ENGINEERS

Sign with name & Address:

Seal :

.....
.....
.....

Tel. No.
Fax No.
Mobile No.
Email:

XII. ARTICLES OF AGREEMENT

(TO BE EXECUTED ON Rs. 100/- NON- JUDICIAL STAMP PAPER)

This Agreement made this _____ day of _____, 2018, between THE MUNICIPAL CO – OPERATIVE BANK LIMITED, MUNICIPAL BANK BHAVAN, 245, P D'MELLO ROAD, FORT, MUMBAI – 400 001 (hereinafter called “ The Owner”) of 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 **STRUCTURAL WORKS- COLUMNS AND BEAMS STRENGTHING WITH FABRICATION, PLASTERING AT "MUNICIPAL BANK BHAVAN"- 245, P.D'MELLO RD., FORT FOR "THE MUNICIPAL CO – OP- BANK LIMITED, MUMBAI"** (hereinafter called ‘The Work’) and has caused drawings and Bills of Quantities showing and describing the work to be done as prepared by and under the direction of the Bank’s Engineer M/s Entech Engineers having their registered office at RP-26, Ground Floor, Nr. Ganesh Visarjan Talao, Milap Nagar, MIDC, Dombivli(E)-421203 (hereinafter called ‘The Engineer’)

And whereas the Contractor supplied the owner with a fully priced copy of the said Bills of quantities (which copy hereinafter referred to as ‘The Contract Bills’) and whereas the said drawings (hereinafter referred to as ‘The Contract Drawings’) and the Contract Bills have been signed by on or behalf of the parties hereto and whereas the Contractor has deposited the sum of Rs. 10,000/- (Indian Rupees Ten Thousand Only) as Earnest Money Deposit with the owner for due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the conditions annexed carry out and complete the work shown the contract drawings and described by or referred to in the contract Bills in the said conditions.

2.The Owner will pay the Contractor the sum of Indian Rupees _____

(hereinafter referred to as ‘The Contract Sum’) or such other sum as shall become payable there under at the times and in the manner specified in the said conditions.

3. The term ‘Engineer’ in the said conditions shall mean the said M/s Entech Engineers and in the event of his death or ceasing to be the ‘ Engineer’ for the purpose of this contract , such other person as the owner shall nominate for that purpose of this contract, not being a person to whom the contractor shall object for reasons consider to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the ‘Engineer’ under this contract shall be entitled to disregard or overrule any certificate or opinion or expressed by the ‘Engineer’ for the time being.

4. The said conditions thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the

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agreements on themselves to the conditions and perform the agreements on their parties respectively in such conditions contained.

5. Any dispute arising out of the contract shall be referred to as per the condition stipulated in clause 29 of ‘Special Condition of Contract’ to be given in the special conditions of contract.

AS WITNESS the hands of the said parties.

OWNER

CONTRACTOR

SIGN & SEAL

SIGN & SEAL

NAME:.....
ADDRESS:.....
.....
.....

NAME:.....
ADDRESS:.....
.....
.....

WITNESS 1:

WITNESS 2:

Signed by the said
In the presence of Witness

NAME:.....
ADDRESS:.....
.....
.....

NAME:.....
ADDRESS:.....
.....
.....

XIII. 'ANNEXURE B'

XIV. BILL OF QUANTITIES

XIV. DRAWINGS