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**TENDER**  
**FOR**  
**SUPPLY INSTALLATION, TESTING AND COMMISSIONING**  
**OF AIR COOLED SPLIT AC UNITS**  
**AT**  
**BANK OF INDIA**  
**WODE HOUSE BRANCH**  
**COLABA MUMBAI- 400 005.**



**OWNER/CLIENT**  
**BANK OF INDIA,**  
Mumbai South Zone  
70/80- M.G.Road,  
Mumbai – 400 001.

**CONSULTANT**

***PRAVIN NABAR & ASSOCIATES***  
Architect, Interior Designer, Project Consultant  
17-Amin Manzil, 155-L.J. Road, Mahim (w), Mumbai – 400016.  
Tel : 2432 7840.

**NOTICE INVITING TENDER**

**Subject:** Supply, Installation, testing and commissioning of Split AC units at  
**WODE HOUSE BRANCH**, Bank of India, Heera Meher, 108/110,  
Wode House Road, Colaba Mumbai- 400 005.

Dear Sir,

Bank of India have pleasure in inviting you to tender in **two parts** i.e .Technical Bid and Financial Bid on item rate basis **FROM THE AUTHORISED DEALERS** for the aforesaid work.(**CARRIER.BLUE STAR,O GENERAL BRAND SPLIT ACS**)

Tender copy may be purchased from the Bank at Admin & Services Dept. Mumbai South Zone, 70/80, M. G. Road, Mumbai – 400023 against payment of Rs. 500/- ( non refundable ) by crossed order cheque in favour of Pravin Nabar & Associates. The tender copy may also be downloaded from this website. If the forms are downloaded from here, the **payment of Rs.500/-** has to be made by crossed order cheque favouring Pravin Nabar & Associates at the time of submission of the bid.

Sealed Tender in the prescribed tender forms should be addressed to Bank of India, Mumbai South Zone at 70/80, M. G. Road Mumbai 400001 and superscribed as “Tender for supply, installation, testing and commissioning split AC units at Wode House Road Branch Bank of India and submitted to the above office **till 1500 hours on 12.11.2009.**

**CONTENTS OF TENDER DOCUMENT.**

- (1) Notice inviting tender.
- (2) Letter of consent.
- (3) Conditions of contract.
- (4) Appendix ‘A’  
Appendix ‘B’
- (5) Articles of agreement.
- (6) Annexure1 (Technical Bid)
- (7) Annexure 2 (Financial Bid -Bill of quantities.)
- (8) Drawings.

**The details and terms of work are as under.**

Nature of work :	Supply, Installation, testing and commissioning of Split AC units of <b>WODE HOUSE BRANCH</b> , Bank of India at Heera Meher, 108/110, Wode House Road, Colaba Mumbai- 400 005.
Bank / Client :	Bank of India, Mumbai South Zone, 70/80, M.G. Road, Mumbai – 400023.
Architect :	<b>PRAVIN NABAR &amp; ASSOCIATES</b> 17-Amin Manzil, 155-L.J. Road, Mahim (w), Mumbai – 400016. Tel : 2432 7840.
Estimated cost :	Rs. 3.75 lakh ( approx )
Earnest money to be submitted along with Tender :	Rs. 4000/- (Four thousand only) by crossed demand draft / Banker's cheque payable at Mumbai and drawn in favour of “ Bank of India “
<b><u>Time of completion</u></b> :	<b>21 DAYS</b>
Validity of Tender :	60 days from the date of opening of Tender.
Time and date of submission of Tender :	<b><u>1500 hrs up to 12.11.2009</u></b>
Time and date of opening of Tender :	<b><u>1500 hrs on 13.11.2009</u></b> at above address of the client in presence of the bidders who choose to attend.

1. The Earnest Money shall not bear any interest. The earnest money will be forfeited in the event of any evasion, refusal or delay on the part of the tenderers to sign & execute the contract on acceptance of the tender. The earnest money deposit, without any interest will be returned to the tenderers whose tenders are not accepted only after the owner decides the agency. The time limit for such decision shall be limited to 60 days from date of acceptance of tender prescribed in this notice.

2. The authorised person of the firm submitting the tender must sign all documents. The authorized person of the firm must attest any & all additions / alterations in tender documents. Overwriting of figures is not permitted.
3. All the rates quoted in the tender shall be inclusive of all the taxes including VAT or any other taxes on material or on finished work like work's contract tax and transport charges, octroi etc. All rates shall remain firm till completion of work. Owner shall not consider escalation in price for any reason except for revision in tax structure by Government but only after production of authenticated documentary evidence for such revision & its relation to contract rates.
4. The rates quoted by the tenderer shall be in figure as well as in word and the amount in figure only. In the event of any discrepancy between the amount of rate in figure and words, the amount of rate in words shall be taken as final.
5. The bidders are requested to go through the tender inquiry documents carefully **after visiting the site**. The bidders are expected to submit the documents stipulated for prequalification criteria in Technical Bid (Annexure 1) and quote the rates **after visiting the site** for various items given in " Financial Bid", (Annexure 2), furnish all the information asked for, sign all the pages and submit the tender to the above mentioned address stipulated time.
6. Envelopes of the tender documents to be superscribed as follows.
  - 6.1 1<sup>st</sup> cover : "**Technical Bid**", and should contain the complete tender document along with duly filled in annexure 1, draft for EMD and cost of the tender who download the tender from the website.
  - 6.2 2<sup>nd</sup> cover : "**Financial Bid**" and complete tender documents along with annexure 2.
  - 6.3 3<sup>rd</sup> cover ie Outer Envelope: "**Tender For Supply, installation, testing and Commissioning of Split AC units At Bank Of India, Wode House Branch.**" And should contain 1<sup>st</sup> and 2<sup>nd</sup> covers as mentioned above
7. Acceptance of tenders rest with owner and they reserve the right to accept or reject any or all tenders in full or part without assigning any reason whatsoever.

This notice forms the part of the tender document / contract and non submission of tender in above manner will render your offer liable for rejection.

Thanking you,

Yours Faithfully,

Place : Mumbai

SENIOR MANAGER (A&S)

Date :03.11.2009

Bank of India,

**LETTER OF CONSENT**

From : ( Name of the contractor )  
To, The Chief Manager,  
Bank of India, Corporate Services,  
Mumbai South Zone, 70/80 M.G. Road, Mumbai – 400023.  
**Ref :** Supply, Installation, testing and commissioning of Split AC units at  
**WODE HOUSE BRANCH**, Bank of India, Heera Meher, 108/110, Wode  
House Road, Colaba Mumbai- 400 005.

Dear Sir,

We refer to your tender notice dated 03.11.2009 tender for the proposed captioned work.

1. **Having visited the site** and examined the drawing, condition of contract, specification, bill of quantity for supply and installation of AC units and allied work, we offer to execute, complete and maintain the whole of the said work in conformity with the said drawings, condition of contract, specification of contract and bill of quantities for the sum of Rs. \_\_\_\_\_ Or said other sum as may be ascertained in accordance with the said condition of the contract.
2. We undertake to complete and deliver the whole of the work comprising in the contract within time stated in the general description of the work.
3. We have independently considered the amount of liquidated damages referred to in the general condition of the contract and agreed that it represents the fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.
4. If our tender is accepted, we will, when required, furnish the sum named in the General condition of the contract.
5. We agree to abide by this tender for the period of 60 days from the date of opening of tender and it will remain binding upon us and may be accepted at any time before expiry of that period.
6. Unless and until a formal agreement is prepared and executed the tender together with your written exceptions thereof shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. Bank of India reserve the right to accept either in part or as a whole any or reject any or all the tenders without assigning any reason thereof.

We hereby deposit with you the earnest money of **Rs. 4000/-** by pay order / DD / Banker's Cheque and we do hereby agree that this sum shall be forfeited by the owner in the event of our failure to take up the work if called upon to do so.

Yours faithfully,

Tenderer's signature with seal of the firm

Place : Mumbai

Date :

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**BANK OF INDIA**  
**CONDITIONS OF CONTRACT**

**INTERPRETATIONS :**

In constructing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject or context otherwise requires :

1. “ Employer ” shall mean **Bank of India** and its authorised representative/s and shall include their heirs, legal representatives, assignees and successors.

2. “Contractor” / “Contractors” shall mean the person or the persons, firm or company whose tender has been accepted by the Employer and shall include his/their heirs, and legal representatives, and the permitted assigns and having established office in Mumbai, for the period of contract.

3. “ Bank’s Architects ” shall mean such of the Architects, who shall from time to time be appointed by the Zonal Manager, South Zone, Mumbai for supervising the work carried out by the Contractors for any purpose in connection therewith

4. “ Work ” shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional, altered or substituted works as required and recorded for the performance of the contract, and “ Site “ shall mean the place where the works are to be executed or carried out and places provided by the Employer for the purposes of the Contract.

5. “ Contract Documents ” shall include the Tenders inviting notice, the Articles of Agreements, conditions of contract, the Appendices, the schedule of quantities, specification of materials, mode of measurements, and drawings pertaining to the work. All section of this contract documents are to be read together. Further such correspondence between they employee / Architect and contractors admitted by Employer before award of work and thereafter shall also from part of contract documents.

6. Agreement – The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

Until the agreement is formally signed, the work order / letter of acceptance of Tender issued to the successful tenderer and accepted by him shall be operative and binding on the employer and contractor.

7. Addenda to these tender documents, if issued must be signed and submitted along with the tender documents.

8. Contractor shall acquaint himself with site condition, local traffic conditions, local rules, labour laws etc. Bank shall not be responsible for breach of any law and penalty if any shall be borne by contractor.

9. While execution of work considerable shifting & reshifting of mobile furniture items like sofa set, tables chairs are likely to be involved in the premises, & the rate quoted shall take due care for this activities Bank shall not pay any amount separately for such work.

Shifting & reshifting of furniture items shall not include cash safe, rack, steel cupboards, filing cabinet filled with goods.

10. Contractor shall arrange every thing including water and electricity for timely completion of the entire contracted work. Bank shall assist to procure these requirements but not bear any expenses in this regard.

11. Although the work is to be carried out in Bank, it is in no way responsible for damage / losses to work and contractor should take all precautions to safe guard his work & material. Contractor shall carry out the work with least nuisance to occupants in the building. Any complaint in that regard contractor has to sort out the matter to the satisfaction of the concern party, Bank shall not be held responsible in any way.

12. Contractor shall ascertain if any approval by MUNICIPAL / LOCAL AUTHORITY OR ANY STATUTORY is requirements for the work proposed before commencement of work execution. In case an approval is required by MUNICIPAL/LOCAL AUTHORITY OR ANY STATUTORY BODY it shall be contractor's responsibility to obtain such approval Architect / Bank shall assist to submit required papers without any financial involvement in that regard.

13. All contractors shall work in harmony and assist each other for proper completion of work. Contractor should strictly adhere to work schedule. Bank may however, after receipt of request from contractor to that effect, agree for extension for time limit for following reasons.

By Force measure

By reason of any inclement weather.

By far not due to the act of contractor.

By earthquake, civil commotion, strike or lockout affecting any of the trade.

Upon happening of such event contractor shall intimate in writing and Bank / Owner shall agree for extension in time with due consideration to event but without accepting any contractual obligation in this behalf. If any intimation from contractor is not received by Bank within 7 days, no extension of time to complete the work shall be considered by Bank.

**Establishment :**

14. It is essential condition of this contract that the successful tenderer shall establish an office in Mumbai for the period of Contract and a duly authorised representatives shall always be available in Mumbai Office and to deal with all matters concern in this contract.

15. On receipt of work order, contractor shall prepare work execution schedule and get the same duly documented and approved by architect within 3 days after issuance of work order.

**Contractor's Superintendence :**

16. The contractor shall appoint a qualified and experienced person to supervise the work at site. The contractor shall obtain the approval from Bank / Architect about competence of such person.

17. Contractor/s shall keep a register on site with all drawings. Instruction given by architect to site supervisor work progress shall be properly recorded and shall be deemed as instructions given to contractor, unless contractor seeks any clarification within 3 days. Contractor shall ensure that only authorized person are allowed on site.

**Time limit :**

18. The entire work shall be completed within **21 days** from the date of commencement which shall be immediately from the day of acceptance letter is issued to the contractor or the day on which contractor is instructed to take part/ full possession of site, which ever is later.

**Terms of Payments :**

19. The following terms of payment shall apply :

The complete payment will be released on receipt of the bill from the contractor, immediately on completion of entire job of supplying, installation, testing and commissioning of required AC units at the site and certification of work by the Architects of the project. .

**Testing of materials and works and preparation of sample :**

20. 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 contractor 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 contractor shall pull down and re-erect the same at his own cost.

**Program work and progress reports :**

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

**Stores on the site :**

22. 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 other materials, cause due to exposure, in such a manner that all such materials, tools etc. shall be duly protected from damage by weather or any other cause. 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.

**Notice to Local Bodies :**

23. The contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give due notice required under any law, rules regulations and pay all fees/tax etc. as per statutory requirements.

**Measurement of work is to be recorded before it is covered up :**

24. The joint measurements with Architect / Bank representative shall be taken by the contractor before covering up or otherwise placing beyond the reach of measurement any item of work should the contractor neglect to do so, the same shall be uncovered at contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

**Clearing the site of the work :**

25. The contractor shall clear the site works as per the instruction of the Architect / Bank. 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 within a period of one week after the job is

completed. In case the failure by the contractor, the Bank will have the right to get the site cleared at the risk and the cost of contractor.

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**Action where there is no specification :**

26. 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 Architect / Bank.

**Dimensions :**

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

**Access to works :**

28. The **Architect / Employer** and any person authorised by them shall at all reasonable time s have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the contract and also to any places where the materials are lying or from which are being obtained.

**Occupation of partially completed work :**

29. The Bank shall be entitled to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall have no claim for any compensation whatsoever due to the delay. If any involved in completing the work on account of partial occupation. Both the Employer and the Contractor will work out the repercussions on the insurance clause mentioned afore to mutual satisfaction safeguarding each other's interest.

**Insurance Policies :**

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

**Performance Guarantee for all bought out items :**

31. Contractor shall submit written performance guarantee from the manufacturer of all bought items.

**Indebtedness and Liens :**

32. The contractor agree to furnish the Employer from time during the progress of the work as requested, verified statements showing the contractor's total outstanding indebtedness in connection with the work covered by the contract.

Before final payment is made, the employer may require the contractor to furnish the Employer with satisfactory proof that there are not outstanding debts or liens in connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to Sub-contractors or other and shall fail to pay or discharge same within five (5) days after demand, then the Employer may withhold due to the contractor until such indebtedness is paid, apply the same towards the discharge thereof.

**Typographical or Clerical Errors :**

33. The Architect's / Bank clarifications regarding drawing / details or particulars or typographical or clerical errors shall be final and binding on the contractor.

**Independent Contractor :**

34. The contractor agrees to perform this contract as an independent Contractor and not as a sub-contractor, agent or Employee of the Employer.

**Language of Tender :**

35. " English " is the official language of this tender.

**Documents to be complementary:**

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

**Inspection by Contractor :**

37. The Contractor shall inspect all the work and satisfy himself before same is offered for inspection to the Bank / Architect.

**Keeping the area clean and removal debris :**

38. Contractor shall arrange to dispose off debris, wood shaving and any other waste product created while carrying out of 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 other statutory body are not violated. The Contractor 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.

**Extra Work :**

39. If any extra item is required to be carried out the said have to be approved by the Bank / Architect before execution of the work. The cost analysis has to be given and get it approved before carrying out the work.

- ❖ The Contractor shall prepare a mock up of items, if required, strictly in accordance with the specifications, free of cost, for approval of Architect and Bank. The work on these items shall proceed further only after approval of the mock up.
- ❖ The Contractor shall submit originals copies of invoices, order forms for any materials purchased for project work, to the Bank / Architect if called for .
- ❖ The Contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting the second interim bill to Bank / Architect.

❖ 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 followings:

- I. Labour, maintenance, fixing, arranging, cleaning, making good hauling etc.
- II. Covering for the walling and other works during inclement weather or strikes or whenever directed as necessary.
- III. All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
- IV. All measures required to be taken for protection of existing works and equipment of the employer.
- V. Plant, double , scaffolding, frame work, ladders, ropes, nails, spikes, tools materials, workmen, protection from weather, temporary support platform and maintenance of the same. Insurance for labours, materials and third party.

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**Items additional to tenders :**

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

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 all types of taxes plus 15% towards contractor's overhead and profit if the extra work is approved by Architect / Bank.

**Settlement of dispute by Arbitration :**

41. Dispute and difference of any kind whatsoever arising out of or in connection with this contract or the carrying out of the works. (whether during the progress of the works or within one year after their completion, or within one year after the determination or abandonment or breach of the contract ) excepting however, on matters referred to in clause 40 of the General conditions of the Contract hereof, shall be referred by either party for arbitration after giving at least 30 days notice in writing to the other(s)

( hereinafter referred to as the Notice for Arbitration ) clearly setting out the items of disputes for reference to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointed the sole arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the person name to be appointed as a sole arbitrator and communicate his name to the Employer within The contractor shall on receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period of specified, person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons name 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 communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resign his appointment 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 proceeding and no payment due or payable to the contractor shall be withheld on account of such proceeding.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both 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 in dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitrator shall be such place as may be fixed by the arbitrator in his sole discretion.

The fees, if any of the arbitrator shall, if required to be paid before the award is made and published be paid 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 cost or any part thereof shall be paid and may fix or settle and amount of cost to be paid.

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

Subject of aforesaid the provision 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 force, shall apply to the arbitration proceeding under this clause.

The employer and the contract hereby 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.

42. In working branch / premises contractor shall carry out the work after office hour till last the night and on holidays with prior permission from Bank. Contractor has to rearrange furniture and clean the premises daily for smooth working of the branch on next day.

43. In case municipal or any statutory authority raise any objection for work execution or consumption of electricity / water removal of debris contractor shall resolve the matter with concerned authority without putting any financial burden on Bank / owner.

44. On completion of work contractor shall immediately remove all debris tools extra material from site and clean the site to the satisfaction of Bank / Architect. Work shall be deemed completed only after Architect certifies it to that effect.

**Term Bank means**

45. Bank of India, Mumbai, South Zone.

**Term Architect means**

**46. PRAVIN NABAR & ASSOCIATES**

Architect, Interior Designer, Project Consultant

17-Amin Manzil, 155-L.J. Road, Mahim (w), Mumbai – 400016.

I / we hereby declare that I / we have read and understand the above instruction for the guidance of the tenderers.

**Signature with name and full address of contractor**

**APPENDIX - A**

Client	Bank of India
Architect	Pravin Nabar & Associates
Site addresses	Bank of India, Wode House Branch, at Heera Meher, 108/110, Wode House Road, Colaba Mumbai- 400 005.
Scope of work	Supply, Installation, testing and commissioning of Split AC units
Date of commencement	Immediately from the issue of work order.
Time limit for completion	21days from the date of commencement.
Ernest money	Rs. 4000/- to be submitted with the tender.
Initial Security Deposit	2% of contract value less earnest money deposited.
Retention Percentage	4% of value of work certified.
Defect liability Period	12 months from the date of virtual completion of the work.
Insurance	As per bank's requirement / an amount equivalent to cost of accepted tender for the project.
Retention during Defect liability Period	8% of bill value
Period of Final Measurement & Certification	one Week
Liquidated Damage for delay	Rs. 2,500/- per week.
Maximum Liquidated Damage for delay	10% of the contract value.
Period of Honoring Interim Certificate	As per bank's practice / 15 days from The date of Certificate of Architect.
Period of Honoring Final Certificate	15 days from date of certificate of Architect.

**Note :** Other terms and conditions shall be as per construction work manual of I.B.A. or as per standard terms of the bank.

We agree for above terms.

Date :

Signature and stamp of Contractor

**APPENDIX – B****DETAILS OF EXPERIENCE**

Tenderer shall give information of similar work done during the past three years, in proforma given below :

Sr. No.	Full Particulars of similar work carried out by Tenderer	Value of contract	Period during which the work was completed	Name and address of client
1	2	3	4	5

I / We hereby certify that the above information is correct to the best of my / our belief and knowledge.

SIGNATURE

DESIGNATION

COMPANY

DATE

COMPANY SEAL

**FORM OF AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2005 between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( hereinafter called “ the Bank”) of the one part and \_\_\_\_\_

or whose registered office situated at \_\_\_\_\_  
\_\_\_\_\_

( hereinafter called “ the Contractor”) of the other part.

WHEREAS the bank is desirous of \_\_\_\_\_  
\_\_\_\_\_

( hereinafter called “ the work “ at \_\_\_\_\_  
\_\_\_\_\_

and has caused Drawings and schedule of quantities and rates showing and describing the work to be prepared by or under direction of Mr. Pravin Nabar whose office is situated at 17-Amin Manzil, 155-L.J. Road, Mahim (w), Mumbai – 400016.

AND WHEREAS the contractor has supplied the Bank with a fully priced copy of the said schedule of Quantities & Rates ( which copy is hereinafter referred to as “ Contract Bills ” ) AND WHEREAS the said Drawings ( hereinafter referred to as “ the Contract Drawings ” ) & the Contract Bills have been signed by or on behalf of the parties hereto : AND WHEREAS the Contractor has deposited the sum of Rs. \_\_\_\_\_ with the Bank for due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS :

- 1. For the consideration hereinafter mentioned the Contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said conditions.
- 2. The Bank will pay the contractor the sum of Rs. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( hereinafter referred to as “ the Contract Sum ” such as shall become payable hereunder at the times and in the manner specified in the said Conditions. )

- 3. The term “ The Architect ” the said conditions shall mean the said M/s. Pravin Nabar & Associates or in the event of his death or ceasing to be the Architect for the purpose of this Contract, such person as the Bank shall nominate for the purpose, not being a person to whom the Contract shall object for reasons considered to be sufficient by and arbitrator appointed in

accordance with said Conditions. Provided always that no person subsequently appointed to be the Architect under this Contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.

4. The said Condition and appendix thereto shall be read and constructed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions & perform the agreements on their parts respectively, in such Conditions contained.

AS WITNESS the hands of the said Parties.

Signed by the said

In the presence of

BANK

WITNESS

Name

Address

Signed by the said

In the presence of

CONTRACTOR

WITNESS

Name

Address

## ANNEXURE – I

**TECHNICAL BID**

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SPLIT A.C.S. UNITS  
& WINDOW A.C. UNIT FOR PROPOSED RENOVATION OF BANK OF INDIA WODE  
HOUSE BRANCH, AT COLABA, MUMBAI - 400 005.**

1) Name of the company:

2) Address :

3) Business : \_\_\_\_\_, since \_\_\_\_\_

4) PAN No. :

Service Tax No. :

Date: October 26, 2009.

Sr. No.	CRITERIA	AMOUNT RS.	% ESTIMATED COST OF THIS PROJECT
1.	Minimum Turnover ( Turnover certificate to be submitted)		
2.	Value of jobs already executed.		
3.	No. of years completed in the business (Balance sheet copies to be submitted)		
4.	Names of manufacturing company /who have authorized to participate in the tender on their behalf (certificate to be submitted).		
5.	Names of the branches of Bank of India for whom jobs have been carried out in last 2 years ( certificate to be submitted)		
6.	Names of other clients for whom jobs have been carried out in last 2 years ( certificate to be submitted)		

Date :

Signature of bidder

18.

BILL OF QUANTITIES

FINANCIAL BID

WODE HOUSE BRANCH

BANK OF INDIA

19.

ANNEXURE – II

**FINANCIAL BID**

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SPLIT A.C.S.  
UNITS & WINDOW A.C. UNIT FOR PROPOSED RENOVATION OF BANK OF  
INDIA WODE HOUSE BRANCH, AT COLABA, MUMBAI - 400 005.**

Date: October 26, 2009.

Sr. No.	Description	Qty.	Unit	Rate	Amount Rs.
1.	'Carrier' make Multi Split AC units of 4 TR capacity consisting of 1 out door compressor unit & 2 nos. of indoor ACS, with BEE star ratings.	4	Nos.	-----	-----
2.	'Carrier' make Multi Split AC units of 3 TR capacity consisting of 1 out door compressor unit & 2 nos. of indoor ACS, with BEE star ratings.	1	No.	-----	-----
3.	'Carrier' make Split AC unit of 1.5 TR capacity, with BEE star ratings.	1	No.	-----	-----
4.	'Carrier' make Window AC unit of 1 tone capacity, with BEE star ratings.	1	No.	-----	-----
5.	Installation charges for split units including brackets for out door units and testing and commissioning of indoor ACs.	6	Nos.	-----	-----
6.	Installation charges for window units.	1	No.	-----	-----
7.	Refrigeration piping made of 3/8,5/8 or suitable diameter of hard copper tubes, complete with necessary fittings, supports, interconnecting indoor AC units and condenser with necessary support with wooden gutties, saddles etc. ( excess length over and above 4 meters free length available with the equipment)	30	Mtrs	-----	-----
8.	40 mm dia. drainage pipe made of hard	30	Mtrs	-----	-----

	pvc with 4mm Litlon insulation complete with fittings( excess length over and above 4 meters free length available with the equipment)				
9.	Electrical power and control cabling made of pvc armoured cables with copper conductors (out door to indoor units)	40	Mtrs		
		<b>TOTAL COST</b>			
10.	<b>REBATE</b> - Less by back of old VOLTAS make 7.5 T.R. indoor package units and out door water cooling tower including water pump, panel and ducts etc complete.	2			
					-----

( Rs. ----- only)

FOR PRAVIN NABAR & ASSOCIATES

( PRAVIN NABAR )

**Name, Address & Rubber stamp**

**of Contractors Firm**

**Date**

**Place**

**Athorised Signature of  
Partner / Proprietor of firm of  
Contractor & Rubber stamp**

