



**PREMISES DEPARTMENT  
ZONAL OFFICE MUMBAI SOUTH**

**TENDER DOCUMENT  
AIR CONDITIONING WORKS IN EXISTING PREMISES OF  
INDIAN BANK MUMBAI FORT BRANCH**

**PART I – TECHNICAL BID**

Ref:No : ZO MUM(S) : PRM : 2025-26 : 13  
Date : 04/10/2025

<b>Last date for submission of Bid</b>	31/10/2025 upto 16:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
<b>Date of Opening of Technical Bid</b>	31/10/2025 upto 18:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
<b>Date of Opening of Financial Bid</b>	To be intimated separately to the Firms Qualifying in Technical Bids

**ARCHITECT  
SANKALPA ASSOCIATES  
ARCHITECTS & INTERIOR DESIGNERS**  
1001, Eleven Heights, Sant Gora Kumbhar Marg, Kumbharwada, Dharavi, Mumbai 400017

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## ZONAL OFFICE – MUMBAI SOUTH

### NOTICE INVITING TENDER

Indian Bank, Zonal Office Mumbai South invites sealed bids under Two Bid System containing Part-I (Technical Bid) & Part –II (Financial Bid) from reputed Authorized Dealers / OEMs / Agencies / Vendors dealing in Supply, Installation, Testing and Commission of Air Conditioning System along with associated accessories and complying minimum qualification criteria and having full time registered office in Mumbai / Thane / Mumbai Suburban District for **“Tender for Air Conditioning Works in Existing Premises of Indian Bank Mumbai Fort Branch”**. The Tender Documents can be downloaded from the Bank’s website ([www.indianbank.bank.in](http://www.indianbank.bank.in)) under Tender Column.

1	Name of work	Supply, Installation, Testing and Commissioning of Air Conditioning System (Split Type AC, Cassette Type AC & Ductable AC) along with associated accessories in Existing Premises of Indian Bank Mumbai Fort Branch.
2	Estimated Cost of Work	Rs.13.69 Lakhs + GST as applicable
3	Date of Commencement	7 days from the date of issue of work order / letter of intent or date of handing over the site, whichever is later.
4	Time for Completion of Work	45 days from the date of issue of the Work Order or handing over of site whichever is later.
5	Minimum Eligibility Criteria	<p>1. Should be an Authorized Dealer / OEM / Distributor / Authorized Vendor dealing in SITC of Air Conditioning Works of preferred Brands like Carrier / Daikin / Hitachi / Blue Star / O General / Voltas</p> <p><i>Please note that the bidder must provide Valid Dealership Certificate of the brand quoted.</i></p> <p>2. Should be in business minimum for the past 7 years in carrying out similar nature of works ending 30.09.2025. <i>Please furnish requisite documents to confirm the same.</i></p> <p>3. Should have carried out similar work of value in the last 3 years (ending 30.09.2025). At least :</p> <ul style="list-style-type: none"> <li>• One similar works of value not less than Rs. 10.96 Lakhs each (OR)</li> <li>• Two similar works of value not less than Rs.6.85 Lakhs each (OR)</li> <li>• Three similar works of value not less than Rs.5.5 Lakhs each</li> </ul> <p><i>Please furnish Purchase Order / Work Order / Client’s Completion Certificate issued by PSBs / PSUs / Central Government / State Government showing value of work along with copy of tax invoice or TDS Certificate satisfying the above eligibility criteria is to be enclosed.</i></p> <p>Similar works means: SITC of Ductable AC Cassette Type AC, Split Type AC along with accessories in PSBs / PSUs /</p>

		<p>Central or State Government Departments.</p> <p>4. Should have valid GST No. &amp; PAN No</p> <p>5. They should not have incurred loss in the last 3 financial years (Please attach 3 years (2022-23, 2023-24, 2024-25) , Profit &amp; Loss statement duly authorized by Chartered Accountant).</p> <p>6. Should have an average annual turnover of Rs.15 Lakh during the last three financial years</p> <p>7. Should have Registered Office in Mumbai / Mumbai Suburban / Thane District</p> <p><b><i>The bidders must satisfy the above criteria and furnish the relevant documents as proof. If the Vendors fails to provide relevant documents and meet the minimum eligibility criteria as mentioned above, Bank would disqualify the bidder without assigning any reason whatsoever.</i></b></p>
6	Tender Fee	NIL
7	Validity of Tender	120 Days from the Date of Opening of Bids
8	Defects Liability Period	12 Months from the date of completion or commissioning and handover of the work
9	Earnest Money Deposit (EMD)	<p>Rs.27,400/- by way of DD in favour of "Indian Bank" payable at Mumbai.</p> <p><b><i>*Firms registered with MSE / NSIC with valid certificates issued by GOI are exempted from submitting EMD along with bid.</i></b></p>
10	Initial Security Deposit (ISD)	<b>After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD.</b>
11	Retention Money(RM)	<b>5% of the Bill Amount excluding Taxes</b>
12	Total Security Deposit (TSD) = ISD+RM	<p><b>7% of the Bid Amount (ISD – 2% &amp; RM – 5%)</b></p> <p>ISD Amount will be refunded to Contractor within 15 days from the date of completion of entire work and the Retention Money will be refunded after the completion of defect liability period.</p>
13	Payment Terms	<ul style="list-style-type: none"> <li>• No Advance Payment</li> <li>• One Interim Payment of minimum value of Rs.7 Lakhs after supply of machines</li> <li>• Final Payment after satisfactory completion of the work subject to deductions as applicable</li> </ul>
14	Liquidated Damages	If the Work is delayed beyond the scheduled completion date, then 1% of the total value of the Contract per week of delay will be deducted from the final bill value subject to maximum of 10% of the value of work.
15	Period of Performance Guarantee for Air Conditioning Units	<p>Five years from the date of virtual completion of the work.</p> <p>The tenderer shall be required to deposit 5% of the tendered value of the work as performance guarantee (format given) for a period of 5 years in the form of irrevocable Bank Guarantee of any scheduled Bank in accordance with the form prescribed or fixed deposit receipt within 10 days of the virtual completion,</p>

		before settlement of final bill.
15	Tender Documents	Tender Documents can be downloaded from the Bank's website ( <a href="http://www.indianbank.bank.in">www.indianbank.bank.in</a> ) under Tenders column.
16	Last date for the submission of Bids	31/10/2025 upto 16:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
17	Date of opening of Technical Bid	31/10/2025 upto 18:00 HRS at Indian Bank, Zonal Office, Premises Department, 2nd Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001
18	Date of Opening of Financial Bid	To be intimated separately to the Firms Qualifying in Technical Bids

**Note:**

1. Tenders on prescribed form should be placed in two envelopes one sealed envelope consisting of "Technical Bid" duly super scribed as "Technical Bid" and other sealed envelope consisting "Price Bid" duly super scribed as "Price Bid" and both envelopes shall be kept in one bigger sealed envelope super scribed as **"Tender for Air Conditioning Works in Existing Premises of Indian Bank, Mumbai Fort Branch"** and addressed to **"The Zonal Manager, Indian Bank, Zonal Office, 2<sup>nd</sup> Floor, 37, Mumbai Samachar Marg, Fort, Mumbai - 400001"**
2. Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions / Bids not filled up in Pen are liable to be rejected.
3. Earnest money or Initial Security Deposit will not carry any interest.
4. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from taking up the work in Indian Bank.
5. The Bank reserves the right to verify the particulars furnished by the applicant independently.
6. The tenderers are advised to inspect the site before quoting for the job. The site will be available for inspection on all working days between 10:00 am to 5:00 pm between 04/10/2025 to 18/10/2025. Hence, the tenderers are advised to inspect the site in this regard before quoting for the job.
7. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports (if required ) from previous employers for only those firms who fulfill the aforesaid Pre-qualification criteria and that specified in Technical bid.
8. Bank is not bound to accept the Lowest (L1) bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
9. Submission of this tender document by a bidder implies that he/she has read this notice and other contract / documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
10. Return of EMD of remaining bidders who were unsuccessful in the bidding process will be done within a reasonable time say not exceeding 14 days from the date of acceptance of tender submitted by the L1 bidder.
11. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorized Signatory before submission.
12. The rates quoted by the bidder shall be based only on the specifications and conditions of the tender documents.
13. Bank is not liable to make any payment to bidders for preparation to submit the bid.
14. Clarifications, if any, pertaining to this bids may be referred to Indian Bank, Premises Department, Zonal Office Mumbai South through E-mail Id – [zo.mumbai.expprem@indianbank.co.in](mailto:zo.mumbai.expprem@indianbank.co.in)

**ZONAL MANAGER**



## FORM OF TENDER

**The Zonal Manager  
Indian Bank  
Zonal Office Mumbai South**

Dear Sir,

**SUBJECT – “Tender for Air Conditioning Works in Existing Premises of Indian Bank, Mumbai Fort Branch”**

1. In reference of above, I / We are enclosing our irrevocable Tender for execution of Air Conditioning Work in Existing Premises of Indian Bank, Mumbai Fort Branch as per Tender Document within the time schedule mentioned therein and accepted by me/us, at the value quoted by me/us for the whole work in accordance with the terms and conditions, specifications as detailed in the Tender Document. Having examined the detail given in Tender Notice and Bid Document for the above work, I / We hereby submit the relevant information.
2. I / We had paid the EMD.
3. I / We had read the entire tender documents and unconditionally accept all the terms and conditions laid down in the Tender Document.
4. I/We further agree to complete the work within the stipulated time as specified in the Tender Document.
5. I / We understand that Indian Bank is not bound to accept the lowest tender or bound to assign any reasons for rejecting our bid.
6. I / We understand that Indian Bank may award the work to more than one Contractor and I / We shall make no claims whatsoever if Indian Bank accept only a part of my / our tender.
7. Details of Air Conditioners like Make and Model with specifications, warranty details, etc along with supporting OEM Documents are also attached & summarized as below :

AC Equipments	Cassette AC	Split AC	Ceiling Mounted Ductable AC
Make (Name of OEM)			
Model			
Warranty			
Warranty Details (Attached Document at Page No - )			
Specification (Attached Document at Page No - )			

8. I / We enclose herewith evidence of my / our experience of execution of work of similar nature and magnitude carried out by me / us in the prescribed proforma along with the other documents mentioned in the Tender Documents.
9. It is certified that all the information given hereby as well as in the enclosed eligibility Tender Documents are correct to the best of my knowledge and believe. It is also certified that I / We shall be liable to be debarred, disqualified in case any information furnished by me/us found to be incorrect.
10. I / We agree that incase of my / our failure to execute the work in accordance with the specifications and instructions received from the Bank during the course of the work, Bank reserves the right to terminate my work order and recover all the dues to the Bank from the payment receivable by me. Further, I may also be barred from participating in any type of bid invited by Bank or its subsidiaries in future.

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of  
Firm who has the Power to do so]

Place:

Date :

Name:

Address:



### **GENERAL INFORMATION OF THE FIRM**

1	Name of the Applicant / Firm / Organization	
2	Registered Address of the Firm <b>(Please attach address proof as supporting document as Annexure - I)</b>	
3	CONTACT DETAILS  Landline No -  Mobile No -  Email Id -	  .....  .....  .....
4	EMD Details (i) Amount (Rs.) - (ii) Demand Draft No. - (iii) Name of the Bank - (iv) Date -  <b>(Please submit EMD Details as Annexure – II. If exempted, please submit requisite proof in the form of copy of self-attested valid certification from MSE, UDYAM and NSIC Certificate.)</b>	  .....  .....  .....  .....
5	Year of Establishment <b>(Enclose certified copies of documents as evidence – Annexure – III )</b>	
6	Constitution of Firm <b>(Enclose certified copies of documents as evidence – Annexure – IV )</b>	Sole Proprietorship / Partnership / Private Ltd. / Public Ltd / Any other (Please specify)
7	Name of the Proprietor/ Partners / Directors of the Organization / Firm with Qualification <b>(Enclose certified copies of documents as evidence – Annexure – V )</b>	
8	Name/s of Authorized Signatory/ Directors / Partners with Designation and Contact No.	
9	Mode of Authorization <b>(Enclose certified copies of documents as evidence – Annexure – VI )</b>	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)

10	Details of Registration with Registrar of Companies/ Registrar of Firms. <b>(Enclose certified copies of documents as evidence – Annexure - VII)</b>	
11	Whether registered as MSME Organization? If so, provide the date of registration, validity & License No <b>(Enclose certified copies of documents as evidence – Annexure - VIII)</b>	
12	Whether empanelled with Public Sector Banks / Public Sector Undertakings / Central Govt Department / State Govt. Departments or any other Government Organization and if so, in which class and since when? <b>(Enclose Empanelment letters issued by the Organizations – Annexure - IX)</b>	YES / NO
13	Number of years of experience in this field. <b>(Enclose evidence to meet the eligibility criteria as Annexure – X)</b>	
14	Yearly turnover of the Organization during last 3 years (Year Wise) and furnish audited Balance Sheet Statement and Profit & Loss A/c. (Audited) for the last 3 years. <b>(Enclose certified copies of documents as evidence – Annexure - XI)</b>	2022 - 23 : Rs..... 2023 - 24 : Rs..... 2024 – 25 : Rs..... <b>Average : Rs.....</b>
15	Banker's Details – <b>(Please attach copy of cancelled cheque as proof – Annexure - XII)</b> (i) Banker's Name : (ii) Account No. : (iii) Type of Account : (iv) IFSC :	..... ..... ..... .....
16	Registration with the Government Authorities <b>(Enclose certified copies of documents as evidence – Annexure – XIII )</b>  If firm is exempt from ESI & EPF registration as per extant guidelines, fill N.A. and an undertaking is to be submitted stating the same.	



	a) Income Tax (PAN) No. .... ii) Goods & Service Tax (GST) No. .... iii) Labour License .... iv) ESI .... v) EPF .....	
17	Whether last three years IT returns filed FY 2022-23 (AY 2023-24) FY 2023-24 (AY 2024-25) FY 2024-25 (AY 2025-26)  <b>(Enclose certified copies of IT Return –  As evidence – Annexure – XIV)</b>	
18	Name & Value of Major Works Completed during the last 7 years.	<b>Please fill up the details in the format  enclosed as Form - A &amp; enclose copies of  work order and satisfactory completion  certificates issued by Client, etc with this  tender as Annexure – XV.</b>  <b>Please enclose documentary proof to satisfy  minimum eligibility criteria as mentioned in  NIT</b>
19	Name & Value of Major Works under execution	<b>Please fill up the details in the format  enclosed as Form - B &amp; enclose copies of  work order issued or agreement signed with  the Client with this tender as Annexure - XVI</b>
20	Furnish the names of -3- responsible persons along with their designation, address, contact no., etc., for whose organization, you have completed the above-mentioned jobs and who will be in a position to certify about the quality as well as performance of your organization.	<b>Please fill up the details in the format  enclosed as Form – C and enclose the details  as Annexure - XVII</b>
21	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last five years by an arbitrator. If so, the details of such litigation are required to be submitted.	<b>Please fill up the details in the format enclosed  as Form – D and enclose the details as  Annexure - XVIII</b>
22	Has the applicant or any constituent partner in case of partnership firm/ Company, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons thereof.	
23	Has the applicant or any constituent partner in case of partnership firm / Company, ever been debarred/black listed for tendering in any organization at any time? If so, give details	

**DECLARATION –**

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
3. I/We agree that the decision of Indian Bank in selection of tenderers will be final and binding to me/ us.
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices / Branch of Indian Bank Pan India during last 5 year from the date of application.
5. I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my/our empanelment are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the Indian Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the Indian Bank.

**PLACE –****DATE –**

**Name of  
Contractor with seal and Signature**



**FORM - A**

**LIST OF MAJOR WORKS COMPLETED IN LAST 7 YEARS**

S.NO	NAME OF CLIENT	NATURE OF WORK	ESTIMATED VALUE	DATE OF START	PERIOD OF COMPLETION	DATE OF COMPLETION	FINAL VALUE OF THE PROJECT	REASONS FOR THE VARIATION (IF ANY)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**(Add Separate Sheet if required)**

**NOTE –**

**The supporting documents like Work Order , Completion Certificate issued by the Clients & copy of invoice accepted by Client shall be enclosed.**

Name of Authorized Signatory

Sign & seal of the applicant

**FORM - B****LIST OF MAJOR WORKS UNDER EXECUTION**

S.NO	NAME OF CLIENT	NATURE OF WORK	ESTIMATED VALUE	PRESENT POSITION	SCHEDULE DATE OF COMPLETION	REMARKS IF ANY
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(Add Separate Sheet if required)

**NOTE –**

1. The supporting documents like Work Order issued by the Clients shall be enclosed.

Name of Authorized Signatory

Sign & seal of the applicant



**FORM - C**

**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE  
MAJORWORKS CARRIED OUT BY THE APPLICANT**

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(Add separate sheet if required)Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any importantpoint in your favour.

Name of Authorized Signatory

Sign & seal of the applicant



**FORM – D**

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LAST FIVE YEARS OR  
CURRENTLY UNDER EXECUTION**

Year	Award for or against Applicant	Name of Client	Cause of Litigation & Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant



**FORMAT OF WORK COMPLETION CERTIFICATE**  
**(TO BE ISSUED ON LETTER HEAD OF ORGANIZATION)**

Date -

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s ..... , having their registered office at ..... who were awarded the work of ..... have successfully executed and completed the work as detailed below:

1	Work Order No & Date	:	
2	Name of Work	:	
3	Brief Scope of Work	:	
4	Location of Work	:	
5	Value of Work as per Work Order	:	
6	Date of Commencement of Work	:	
7	Revised Value as per execution	:	
8	Completion Period	:	
9	Date of Actual Completion of Work	:	
10	Whether any Penalty / Liquidated Damages imposed. If Yes, please give the reasons	:	
11	Whether the contractor employed qualified Engineer/Overseer during execution of work	:	
12	Quality of work (indicate grading)	:	Outstanding / Very Good / Good / Satisfactory / Poor
13	Did the contractor go for arbitration? If Yes, then :		
	i) Total amount of claim	:	
	ii) Total amount awarded	:	
14	Comments on the capabilities of the Contractor		Please tick one of the multiple options
	a) Technical Proficiency :	:	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial Soundness	:	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of Man Power	:	Outstanding / Very Good / Good / Satisfactory / Poor
	d) General Behaviour	:	Outstanding / Very Good / Good / Satisfactory / Poor

Signature of Reporting Officer\* with Office Seal

*\* Officer not below the rank of Assistant Engineer or an Officer in a equivalent or higher rank for works carried out in Government Department / PSU's, Officer not below the rank of Sr. Manager of the Concerned Department / Branch Head in PSBs. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.*

*(Report must be submitted in Client's Official Letter Head and to be addressed to the enlistment authority : The Zonal Manager, Indian Bank, Zonal Office Mumbai South)*

### LIST OF ENCLOSURES

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Documentary Proof showing Registered Address	
II	Valid certificate from MSE, UDYAM and NSIC issued by Govt. of India	
III	Documentary Proof showing Year of Establishment of the Firm	
IV	Evidence showing Constitution of the Firm	
V	Certified Copies mentioning Name of Proprietor / Partner / Director of the Firm	
VI	Document showing appointment of Authorized Signatory of the Firm	
VII	Document showing details of Registration with Registrar of Firms / Companies	
VIII	Certificate of being registered as MSME Organization, if mentioned.	
IX	Empanelment Letters	
X	Document showing experience in the field	
XI	Audited Balance Sheet & Profit & Loss Statement for FY 2022-23, FY 2023-24 & FY 2024-25.	
XII	Copy of Cancelled Cheque	
XIII	Documentary Proof of Registration in Various Govt. Authorities (PAN, GSTIN, Labour License, ESI & EPF)	
XIV	Copies of Income Tax Returns of last three financial years	
XV	FORM – A along with Copies of Work Order / Completion Certificate of the Works Completed in last 5 years to satisfy eligibility criteria mentioned in the Notice	
XVI	FORM – B along with Copies of Work Order under Execution issued by PSBs / PSUs / Central Govt. Departments / State Govt. Departments	
XVII	FORM – C	
XVIII	FORM – D	

*Note: In absence of any of the above enclosures, your application is likely to be rejected.*

Place :

SIGNATURE

Date :

SEAL OF ORGANISATION



## GENERAL RULES AND INSTRUCTIONS

### 1. Definition of terms / interpretation:

- Employer/Owner/Bank /Indian Bank/ Accepting Authority shall mean Indian Bank with their Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 inter-alia having their Zonal Office at 2<sup>ND</sup> Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001 and any of its employees representative authorized on their behalf.
- Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “biddered /tendered”, “bidding”/“tendering”, etc. are Synonymous.
- Day means calendar day. Singular also means plural
- “Contractor” means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- Tenderer: The term ‘Tenderer’ shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

### 2. Submission of Tender

The Tender must be submitted in Original or as per details given here under. The rates shall be filled in the schedule given in Price Bid section attached with this document

*Tenders on prescribed form should be placed in two envelopes one sealed envelope consisting of “Technical Bid” duly super scribed as “Technical Bid” and other sealed envelope consisting “Price Bid” duly super scribed as “Price Bid” and both envelopes shall be kept in one bigger sealed envelope super scribed as “Tender for Air Conditioning Works in Existing Premises of Indian Bank, Mumbai Fort Branch” and addressed to “The Zonal Manager, Indian Bank, Zonal Office Mumbai South, 2<sup>nd</sup> Floor, 37, Mumbai Samachar Marg, Fort, Mumbai - 400001”*

3. The bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and data which may be required for the purpose of preparation and submission of bid :
  - Location of Indoor and Outdoor Units of the proposed ACs
  - Required Civil Work like making opening in the wall
  - Feasibility for laying the refrigerant pipes and its route
  - Availability of drain water point at the site
  - Availability of power point near the proposed AC locations
  - Storage Space for New ACs
  - Any Other Adverse Condition or hindrance to the installation
4. **Site Visit**
  - The tenderer is advised to visit (upon prior approval), and examine the Site of Works and its surroundings and obtain for itself on its own responsibility and cost all information that may be

necessary for preparing the bid and entering into a contract for the Works as mentioned in tender document.

- The tenderer and any of its personnel with authority letter will be granted permission by the Employer / Owner to enter upon its premises, but only upon the express condition that the tenderer, its personnel, and agents, will release and indemnify the Employer/Owner and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
  - Before submitting the Bid, the Tenderer shall be deemed to have satisfied himself by actual inspection of the site and locality of the works, BMC regulations, Traffic conditions / restrictions, Availability of parking space, Transportation of materials that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the Price Bid document are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer/Owner.
  - The site will be available for inspection on all working days between 10:00 am to 5:00 pm between 03/10/2025 to 18/10/2025. Hence, the tenderers are advised to inspect the site in this regard before quoting for the job.
4. The time allowed for commencing the works is seven days (7 days) from the date of written orders to commence work or handing over the site whichever is late.
  5. During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing.
  6. Earnest money amounting to Rs.27,400/- (Rupees Twenty Seven Thousand Four Hundred Only) in the form of Demand Draft drawn in favour of “Indian Bank”, payable at Mumbai must accompany each bid. EMD amount will not carry interest. Bids without earnest money will be summarily rejected. *Please note that firms registered with MSME / NSIC under single point registration with valid certificates issued by GOI are exempted from submitting EMD. Necessary Certificates must accompany bid. No other type of certificate is acceptable. The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of Tender.*
  7. The Indian Bank does not bind itself to accept the lowest bid or any bid and reserves to itself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
  8. **Price basis –**
    - The unit rates mentioned in the schedule of rates shall remain firm and shall not be subjected to any escalation throughout the currency of the contract
    - The quoted rates shall be inclusive of supply of all the materials required for completion of works
    - Payment shall be made on the actual quantum of work executed, duly certified by Engineer-In-Charge / Architect
    - The rates quoted shall be based on laws, levies, taxes and duties applicable on the date of LOI. Any statutory variations thereto and / or new levies due to an act or enactment, after the date, shall be to the employer's account against documentary evidence within the contractual completion date. Any such variation / imposition of new taxes and levies beyond the contractual completion shall be to the contractor's account.
    - Income Tax, GST TDS, etc at applicable rates, shall be deducted from the Contractors' bill, as per Income Tax Act and GST regulations.

## 9. Terms of Payment –

- No Advance Payment will be done.
- 70% of the cost of the material on completion of delivery of same to the site of installation covered under the order and on submission of invoice , duly certified and verified by Engineer-In-Charge / Architect
- Balance 25% shall be released on submission of successful completion of installation, testing and commissioning, submission of all final technical documents in the required number of sets and as also on statutory approval from relevant statutory authorities and submission of invoice duly certified by Engineer-In-Charge
- Balance 5% of retention amount will be retained from each bill and will be released after the defect liability period of 1 year.
- One interim bill shall be allowed subject to minimum value as stated.
- The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities or work done and must show deductions for all previous payments, retention money, etc.
- Minimum value of interim bill shall be Rs.7 Lakhs (Rupees Seven Lakhs Only)
- Employer may withhold payment on account of any defect / deficiency in the work already executed and payment released, based on subsequently discovered evidence, failure to make payments to Sub-Contractors, damage caused by the Contractor to Employer's property, properties of other agencies within the premises, unfulfilled statutory obligations, etc.

## 10. Guarantees / Liabilities –

The works / installation including all components and accessories shall be guaranteed for a period of 12 months from the date of virtual completion of the same against defective material (including Manufacturer's guarantee for equipment's, etc), shortfall in performance and faulty workmanship. The contractor shall immediately make free replacement of any of the parts or components that may go out of order within this period and Bank / Employer / Engineer-In-Charge's decision in this regard will be final and binding on the Contractor.

11. Bank reserves the right to down size the project or add some works in the project to suit the completion or cancel the entire project or in part depending on their administrative reasons. In such case, the value of works done upto that stage will be measured and paid at the tender rates. Bank also reserves the right to terminate the contract after giving a notice of 30 days to the contractor in case the contractor could not produce good / considerable progress in work execution within the contract period or in the extended period.
12. The bidder shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
13. No employee of the Indian Bank is allowed to work as a contractor for a period of two years of his retirement from Indian Bank service, without the previous permission of the Indian Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Indian Bank as aforesaid before submission of the bid.

14. This bid shall remain open for acceptance for a period of 120 days from the date of opening of bid. If any bidder who withdraws his bid before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the bid.
15. It will be obligatory on the part of the bidder to bid and sign the documents for all the component parts.
16. Transfer of bid documents purchased by one intending Bidder to another is not permitted.
17. The Bidder must pay the amount of Earnest Money as mentioned in the NIT of Tender by Bank Demand Draft payable to Indian Bank at Mumbai. No interest on Earnest Money deposited by the Bidder shall be allowed. The Bidder should attach the Bank Draft along with the bid failing which the technical bid will not be considered. No other mode of payment shall be accepted.
18. The Earnest Money Deposit of unsuccessful bidders shall be refunded within two weeks of award of contract to the successful bidder or within one week of actual commencement of work whichever is earlier and in any case not later than two weeks.
19. The Earnest Money Deposit of the successful bidder shall be refunded on the acceptance by the Employer of the Contractor's Demand Draft towards Initial Security Deposit.
20. The EMD of the bidder, whose bid is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
21. ***The retention amount at 5% on the value of the bill paid will be held by the Indian Bank apart from ISD.*** ISD Amount (2%) will be refunded to Contractor within 14 days from the date of Work Completion and the Retention Money (5%) will be released at the end of Defect Liability Period (12 Months), subject to satisfactory rectification of defects noticed , if any. ISD and Retention Amount held in our Bank's Book will not carry any interest.
22. The acceptance of a bid will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the bids received without the assignment of a reason. Bids in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the bid in full or in part and the bidder shall have no claim for revision of rates or other conditions if his bid is accepted in parts.
23. Canvassing in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
24. All rates shall be quoted on the proper form. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
25. On acceptance of the bid the name of the accredited representative(s) of the firm who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
26. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
27. The Contractor shall within 7 days of receiving the WORK ORDER submit **INITIAL SECURITY DEPOSIT of 2% of the contract value in the form of a Demand Draft.** On acceptance of the Demand Draft, the Earnest Money Deposit shall be refunded to the Contractor.
28. During evaluation of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

## 29. Award of Works

- Bank will award the Contract to the successful bidder whose bid is the lowest evaluated bid. However, it is not bound to accept the Lowest (L1) bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
  - The Bank reserves the right at the time of award of Contract to increase or decrease the quantity of goods and / or services from what was originally specified in the Schedule of Quantities without any change in unit price or any other terms and conditions.
30. The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law.
  31. The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer.
  32. Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.
  33. Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
  34. Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
  35. The Bidder should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the bidder.
  36. The successful bidder shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
  37. The successful bidder shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
  38. The work shall be carried out with minimal disturbance to the existing Branch / Office. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
  39. **The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act whichever higher.**  
The Contractor shall at all times indemnify and keep indemnified the Employer against all losses,



claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

40. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

41. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.
42. The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
43. If the work is not started within 7 days from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistent to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 day notice to the contractor. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages.
44. The time allowed for completing the works is 45 days to be reckoned from the date of Work Order / date of handing over site whichever is later.
45. If the Contractor fails to complete any or all the works by the date/s named in **Clause 44** (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value.
46. **Extension of time:** If in the opinion of the Employer, the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of

proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason or any combination or works men or strikes or lock-out affecting any of the building trade or (f) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless he shall use his best endeavours to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being, granted, determine, and declare the final completion date. The provision in clause 41 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer was substituted for and the damages shall be deducted accordingly.

47. The successful bidder shall be required to execute an Agreement in the proforma attached with this document within 7 days from the date of receipt of the notice of acceptance of bid. In the event of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
48. On completion of the work the contractor shall clean all windows, doors, fittings, fixtures, furnitures etc of all paint/polish/distemper splashes/dirt/dust / adhesives etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings.

On receipt of such written intimation from the contractor on completion of the work, the Architect/ Employer shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Architect/ Employer shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection.

The work shall not be considered as complete until the Employer/Architects have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate

No such certificates shall be issued until the contractor clears away and removes from the site all constructional plant, surplus materials, rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/Architects.

49. The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within 20 days from the date of proper submission of bill & measurements. The bidder must note that he has to submit tax invoice in the name of Branch depending upon the quantity executed in the Branch for final payment.

50. At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the contractor must inform the concerned Department of the Bank and after getting the approval, the same has to be incorporated by the contractor.
51. The contractor shall give due notice to the Employer/Architects whenever any work is to be concealed or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Architect be either opened up for measurement at the Contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architects shall be accepted as correct and binding on the contractor.
52. Single Power point & Water for work will be provide by bank at free of cost
53. The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
54. The Bank reserves the right to distribute the work for which this tender has been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
55. Bank shall not be responsible for any loss or damage to the contractor/ labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities
56. The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
57. The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
58. Payment to the contractor shall be made as per actual work done of site.
59. The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
60. The Bank reserves the right to accept/reject any quotes without assigning any reasons.
61. Any work got executed in poor workmanship as pointed out by the 'Bank' Official will have to be dismantled and redone by the Contractor on his own cost
62. Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor.

**DECLARATION:**

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

Signature & Seal of the Bidder





## ARTICLES OF AGREEMENT

**THIS AGREEMENT** is made on this ..... day of .....month of ..... between Indian Bank and having its Zonal Office at 2<sup>nd</sup> Floor, 37, Mumbai Samachar Marg, Fort, Mumbai – 400001 (hereinafter referred to as the “Employer”) which expression shall include its successor, legal heirs and assignees of the one part.

**AND** M/s..... having its office at .....  
.....  
(hereinafter referred to as the “Contractor”) which expression shall include its successor, legal heirs and assignees of the second part.

**WHEREAS** the Employer has caused drawings and bid documents for ‘Air Conditioning Work in Existing Premises of Indian Bank Mumbai Fort Branch’

**AND** whereas the Employer has called for Tender vide ref. no. ....  
dated.....

**AND** whereas the contractor has submitted the Tender ref. no. .... dated  
..... to the Employer on .....

**AND** whereas the Employer has issued the work order ref .....  
dated..... to the contractor to do the work.

**AND** whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract and Work Order.

**AND** whereas the Employer has accepted the Contractor’s bid as aforesaid and whereas the bid submitted by the contractor has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. .... (Rupees ..... ) hereinafter referred to as the said “Contract Agreement”.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete the Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.

2) **Contract Price, Taxes and Payment Terms :**

Total contract price is Rs. .... + GST which is inclusive of cost of materials, equipment, labour, installation charges, liaising charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties except GST in respect of this contract. No claim in this respect will be entertained. Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

3) **Completion Period:**

**Time is the essence of the Contract.** The work is to be completed in all respects within **45 days** reckoned from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Inspection of Site:**

The Contractor has inspected the site before submitting his bid and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

5) **Supply of Material and Labour:**

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the bid document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

6) **Defective Work / Materials:**

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

7) **Inspection of Work:**

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.

8) **Supervision:**

The Contractor shall provide one or more competent and technical qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other

matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

**9) Compliance with Statutory Regulations & Work Rules:**

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job.

**10) Determination of Contract:**

In the event of Contractor failing to keep / adhere to agreed schedule of work, or in the event of the Contractor failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Contractor failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Contractor's risk and cost, another contractor or sufficient number of workmen to complete the work.

**11) Force Majeure:**

This clause will be operative only if the work is delayed by

- a. Acts of God
- b. Earthquake or floods or similar natural calamities.
- c. Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 15 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

**12) Arbitration:**

" In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/ claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/ application of any provision/ clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/ consensus. The venue of the arbitration shall be exclusively at Mumbai and any award passed by arbitrator shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

**IN WITNESS** whereof the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Witness Address

Employer

Witness Address

Contractor



**Bank Guarantee No -**

**Date –**

**PERFORMANCE BANK GUARANTEE**

Indian Bank, a body Corporate constituted under the Banking Companies Acquisition and transfer of undertaking Act, having its Corporate Office at No.254-260, Avvai Shanmugham Salai, Royapettah, Chennai 600 014 (hereinafter referred to as Indian Bank) have entered into Agreement/Contract/Order No. \_\_\_\_\_ dt \_\_\_\_\_ (hereinafter called "the said Contract/ the said Order") with M/s \_\_\_\_\_ (hereinafter called "the said Contractor/Supplier") for the Air-Conditioning works at Indian Bank, Mumbai Fort Branch, 37, Mumbai Samachar Marg, Fort, Mumbai as per tender specifications and bill of materials.

1. Whereas as under the terms of the said Agreement/Contract/Order, the Contractor/Supplier is required to furnish a Performance Bank Guarantee for 5% of the executed value i.e. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Amount in words) towards the due fulfillment of the terms and conditions during the agreed time period or extension thereof, and also satisfactory performance of the said equipment supplied to Indian Bank during warranty period as per the warranty terms stipulated in the Agreement / Order.
2. Accordingly, we \_\_\_\_\_ (Name & Address of the issuing Bank) (hereinafter referred to as "The Surety," which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted Assignees), at the request of \_\_\_\_\_ (name & Address of the contractor) do hereby undertake to pay to Indian Bank an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Amount in words) on the failure of Contractor/Supplier in performance of their obligations as per the terms and conditions of the Contract/Order including the satisfactory performance of the item during warranty period as per the warranty terms stipulated in the Agreement / Contract / Order.
3. The Surety do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from Indian Bank within 10 days of such demand stating that the amount claimed is due by way of breach of terms and conditions of the Agreement/Contract/Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Amount in words) and We undertake to pay to Indian Bank an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Amount in words) so demanded notwithstanding any dispute or disputes raised by the contractor/supplier of the equipment in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this guarantee being absolute and unequivocal.

The Surety further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Order and that it shall continue to be enforceable till all the dues of Indian Bank under or by virtue of the said Contract/Order have been fully paid and its claims satisfied or discharged or till Indian Bank certifies that the terms and conditions of the said Agreement/Contract/Order have been fully and properly carried out by the said

Contractor / Supplier(s) and accordingly discharges this guarantee.

4. The Surety further agree with Indian Bank that Indian Bank shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said contractor/Supplier of the equipment from time to time or to postpone for any time or from time to time any of the powers exercisable by Indian Bank against the said contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of Indian Bank or any indulgence by Indian Bank to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Surety lastly undertake not to revoke this guarantee during its currency except with the previous consent of Indian Bank in writing and agree that any change in the constitution of the said contractor/Supplier or the said Bank shall not discharge the Bank of its liability under this deed.

The validity of Bank Guarantee shall be up to DD/MM/YY.

And such date shall cover the period of warranty of all the supplies and excludes the period of defect liability. The Bank Guarantee shall remain valid for the period up to which the contractor is obliged for due performance of the said Agreement / Contract / Order including the warranty period.

6. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

All the claims under this guarantee must be present to the Bank.

7. Notwithstanding anything contained hereinbefore

Our liability under this guarantee is restricted to Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_Amount in Words). This guarantee is valid up to DD / MM / YY or extension thereof.

Unless a claim or demand is made in writing is presented to us on or before DD/MM / YY, the date of expiry of this guarantee all your rights under this guarantee shall be lapsed and we shall be released and discharged from all the liabilities there under.

In witness where of the Bank through its officials has set its hand and stamp on \_\_\_\_\_ day of \_\_\_\_\_ and the year \_\_\_\_\_ at \_\_\_\_\_.

SIGNED AND DELIEVRED For and on behalf of

For and one behalf of above named Bank (Banker's Name and Seal)

BRANCH MANAGER  
(Banker's seal)

SEAL OF THE BANK

### Technical Specifications to be filled by the Bidders

Sr. No.	PARTICULARS	SPECIFICATIONS PROPOSED BY FIRM (For 1.5 Tr Split AC)	SPECIFICATIONS PROPOSED BY FIRM (For 3.0 Tr Casette AC)	SPECIFICATIONS PROPOSED BY FIRM (For 11 Tr Ductable Single Circuit AC)
1	<b>MAKE</b>			
2	<b>MODEL</b>			
3	<b>BEE STAR RATING</b>	5 STAR ONLY (Inverter Type)	Minimum 3 STAR ONLY (Inverter Type)	
4	<b>Cooling Capacity of the Unit in Tr / Btu per Hr</b>			
5	<b>Refrigerant Type</b>			
6	Power Supply			
7	Type of compressor			
8	Power consumption of the Outdoor unit in Watts			
9	Power consumption of the Indoor unit in Watts			
10	Total consumption			
11	<b>Comprehensive Warranty on Unit</b>			
12	<b>Warranty on the Compressor</b>			
13	<b>No of free services during warranty period ( 2 services per year / 4 services per year)</b>			
14	Nominal Air flow			
15	Indoor Unit Weight			
16	Outdoor Unit Weight			
17	Any other feature which tenderer intends to specify			

The technical details called for to be furnished by the firms without fail. If the firm does not furnishing the above data, their bid may be rejected. ***Replies like 'as per manufacturers standard', 'shall be furnished later', 'as per propriety design' etc. shall not be considered as it will not help in evaluation of the bid and bid will be considered incomplete.***

**Signature and Seal of the Bidder**



**LIST OF PREFERRED MANUFACTURERS TO BE USED IN AIR CONDITIONING WORKS  
SUBJECT TO THE APPROVAL OF SAMPLES BY BANK**

<b>S.No.</b>	<b>Material Name.</b>	<b>Brand / Manufacturer / Recommended Make.</b>
1	AC (High Wall Split / Cassette)	Blue Star / Daikin / Voltas
2	AC (Ceiling Suspended Ductable Unit)	Blue Star / Daikin / Voltas
3	Aluminium Sheets	Hindalco / Nalco or equivalent
4	GI Sheets / Aluminium Sheets	TATA / JINDAL / SAIL or approved equivalent.
5	Acoustic Insulation	Armacell / K-flex / Superlon / Aeroflex
6	Pre-Insulated Flexible Duct	Uniflex / Trox / Caryaire / Ductofab
7	Jet Diffuser	Airmaster / Airfreeze / Cosmic
8	Linear Slot Diffuser	
9	Square Diffuser	
10	Continuous Grill	
11	Volume Control Dampers	
12	Fiber Glass Wool	Uptwiga / Rockwool or equivalent
13	Copper Refrigerant Pipes	Mandev / Totaline / Maxflow or equivalent
14	Dash / anchoring Fasteners	HILTI / Fischer or equivalent
15	Vibration Pads	Resistro flex / Dunlop
16	Vibration Isolation	Resistro flex / Dunlop
17	Nitrile Rubber Insulation	Hylam / Superlon / Armaflex
18	Power Cables	Polycab / Finolex / KEI
19	Control Cables	Polycab / Finolex / KEI / RR Kabel
20	UPVC / CPVC for drain piping	Supreme / Finolex / Prince / Astral
21	Voltage Stabilizer (4 / 5 KVA) (130 V – 300 V)	VGUARD / MICROTEK / LIVGUARD / BLUEBIRD

Note –

1. Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken to use other brands.
2. Preference of makes, supply of items should be consulted with client/consultant before effecting of supply.

**NAME AND ADDRESS OF THE CONTRACTOR:**

**SIGN & SEAL OF THE CONTRACTOR**

**Date:**

----- END OF DOCUMENT -----