



Bank of Maharashtra, Goa Zone, 1st Floor, Datta Prasad Building, MG Road, Panaji,
Goa-403001

TENDER DOCUMENT

TENDER

FOR

AIR CONDITIONING WORKS

AT

Kankavali, SINDHUDURG BRANCH

BANK OF MAHARASHTRA, GOA ZONE

Shop No. 1 to 5, Ground Floor, Survey No. 175 C & 175 D

CST No. 3290, At-Kankawali NH 66

Near Navare Hospital,

Tal-Kankavali, Distt-Sindhudurg

(For Empanelled Contractors only)

Date of commencement	:	17.10.2021
Last day of Tender Submission	:	23.10.2021 latest by 03:00 P.M
Date of Tender Opening	:	23.10.2021 at 03:30 P.M
Venue of Tender Opening	:	Zonal Office, Goa

Cost of Tender Document : Rs. 1000/-

(by way of DD, Favoring Bank Of Maharashtra, Payable at Panaji)



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

PART-I

TECHNICAL BID

Kankavali Branch,

Bank of

Maharashtra

Air Conditioning Works

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LETTER OF INVITING TENDER

Sealed item rates are invited on behalf of **BANK OF MAHARASHTRA, Zonal Office, 1st Floor, Dattaprasad, M.G. Road, Panjim 403 001** for the work as detailed below.

1.	Scope of works	:	Tender for Air-Conditioning works at Kankavali Branch (New Premises)
2.	EMD Amount	:	1% of Tender amount as EMD in favour of Bank of Maharashtra payable at Panjim, Goa.
3.	Time of Completion	:	30 Days from the day of acceptance of the tender by the Bank.
4.	Date of Issue of Tender	:	From 17.10.2021 to 23.09.2021 during Bank working days between 10AM TO 03.00 PM (Tender fee of Rs. 1000/- shall be payable in favour of Bank of Maharashtra)
5.	Submission of tender	:	Bid shall be submitted in a sealed covers with EMD amount. Technical & Price bid separately put in separate envelope. Both bids together then should be in a sealed cover and submitted on the same date & time and superscripted as "Tender for Air-Conditioning works at Kankavali Branch." (name only work whichever applying for)
6.	Date of Submission	:	Sealed envelopes to be submitted on 23.09.2021 before or up to 3.00 PM.
7.	Offer to be submitted to	:	The Zonal Manager, BANK OF MAHARASHTRA, Zonal Office, 1st Floor, Dattaprasad, M.G. Road, Panjim 403 001.
8.	Date & time of Opening	:	Tender (Technical cum Price Bid) will be opened On 23.10.2021 at 03:30 p.m. at the Office of The Zonal Manager, Bank of Maharashtra, 1st floor, Dattaprasad, M.G. Road, Panjim 403 001.

MODE OF SUBMISSION OF TENDER:

The tenderer shall submit their offer with separate sealed envelope duly superscribed as mentioned here under:

Technical & Commercial Bid/Price Bid.

Envelope No1:

PART I - Technical Bid

- i) EMD: Demand Draft No. / Name of the Bank & Branch of any Scheduled Bank **(1% of tender amount)** EMD in favour of **BANK OF MAHARASHTRA** payable at **Panjim**.
- ii) **Certificate for GST Registration**
- iii) **Dealership Certificate/License for Air-conditioning work**
- v) Details of present commitments/ Jobs in hand.
- vi) Covering letter with details as mentioned above with authorized signature of authorized person with firm's rubber stamp & date.
- vii) Any conditions mentioned shall not be considered.
- viii) Shall contain complete tender document duly filled in together with all drawings and signed with due and seal of the Firm. Any letter of terms and conditions shall not be considered.

Envelope No. 2:

PART – II Commercial Bid/Price Bid

This envelope shall contain Commercial Bid / Price Bid only.

NOTE: Tenderers are advised to submit their offer strictly as stated above.

SUBMISSION OF OFFER

To,

**The Zonal Manager,
BANK OF MAHARASHTRA,
Zonal Office,
1st Floor, Dattaprasad,
M.G. Road, Panjim 403 001.**

Dear Sir,

Sub: Tender for Air Conditioning work at Kankavali Branch

We hereby offer to execute the subject work as specified in the tender from, after examining site conditions, related drawings, specifications, designs and having acquired the requisite information relating to the tender.

We hereby agree to abide by to undertake the subject work as per the rates quoted by us and also to commence the said work **within 5 days** of the receipt of work order. The work mentioned in the tender **shall be completed on or before 4 weeks (30days)** from the date of receipt of work order.

Unless a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us and shall be deemed to the contract agreement for all purpose.

The **rates quoted by us valid for 90 days**. We have no right to claim any expenses incurred for submission of this tender.

We understand that the Bank reserves right to accept the work in full or in part and do not bind itself to accept the lowest offer and reserve itself the authority to reject any or the entire tender received without assigning any reasons whatsoever.

As per terms of the contract, we have **enclosed a DD of 1% total cost of tender towards EMD** in favour of "**BANK OF MAHARASHTRA**" in a separate Envelope No. 01 marked "Technical Bid".

Very truly yours

(Signature of the Tender)
Full Name of the Proprietor / Partner

Seal of the Firm and Date

INFORMATION ABOUT TENDERER

NAME OF THE FIRM / CONTRACTOR / COMPANY :

NATURE OF THE FIRM : Proprietorship / Partnership / Pvt. Ltd

ADDRESS IN FULL: OFFICE :

RESIDENCE / WORKSHOP :

TELEPHONE NOS.:

OFFICE :

FACTORY :

RESIDENCE :

NAME OF THE PROPRIETOR / PARTNER :

MOBILE NO. :

GST No./ PAN No.:

AC Dealership DETAILS:

PROJECTS IN HAND

DETAILS OF THE PROJECT	NAME OF THE CLIENTS	COST OF THE PROJECT	TENTATIVE DATE OF COMPLETION

Note: It is mandatory to fill up above details.

Signature of the Contractor

INSTRUCTIONS TO THE TENDERER

01. The tenderer shall read carefully the instructions set out below. No claim shall be entertained on the grounds of failure to read or understand the meaning of the instructions.
02. The tenderer shall visit and inspect the site at his own expense, to acquaint himself of the site conditions, the mode of access and any other matter affecting his tender.
03. The tenderer shall confirm receipt of a complete tender and all drawings connected to the project work.
04. The tenderer shall study the documents, drawings and its full meaning before submitting his tender. He shall obtain all necessary information on his own to arrive at his tender price. In case of any doubt or obscurity for the meaning of any of the tender documents, or for the execution of the items or for the instruction or any other matter pertaining to the project, the tenderer must obtain the same from the Architect/ Bank before submission of the tender.
05. The tenderer shall not make any alterations/ changes in any drawing or in the tender documents. The tenders having alterations/ changes will be rejected.
06. All items in the schedule shall be priced in ink. The tenderer shall duly initial any correction in figures or words.
07. The rates must be written in figures & words. In case of any discrepancy between price writing in figures and words, the price writing in words shall be considered to be correct.
08. The tenderer shall submit his tender in a sealed envelope, together with all-tender documents and drawings, without detaching any of the paper. The name of the project shall be written in the left corner topside of the sealed envelope.
09. The rates quoted in the tender shall remain valid for acceptance up to Ninety (90) days from the date of opening of the tenders, unless the offer is withdrawn by writing a letter to the Architect, within a period of fifty days.
10. The Bank/Owner reserves the right to accept any tender or reject any or all tenders, without assigning any reasons whatsoever.
11. No claim of the tender shall be entertained for any claim or reimbursement towards cost incurred for submitting his tender.
12. The bid must be strictly in accordance with the contract document. However, the tenderer may submit quotation for alternative items. These alternative items and quotations, thereof, will not be considered in evaluation of bids for award of contract, but will be used, if approved and found necessary for executing the work.
13. The tenderer may propose the use of substitute material before submission or after acceptance of tender. Such proposal shall be accompanied by full descriptive and technical data in the substitute materials proposed, together with a statement

showing additions or deduction from the bid amount. The proposal for substitute material shall be listed out for individual items or variance or departure from the specified item or materials.

14. The tenderer while tendering may submit his proposal without any approval of the Architect.

15. Time is the essence of the contract. The selected contractor shall commence the work with three (3) days on receipt of written work order and shall complete the work in all respect to the entire satisfaction of the Architect/Bank's authority on or before the time stated in the tender.

16. The selected contractor shall employ one technical supervisor, who shall be available on site, at all reasonable times to receive instructions from the Architect /Bank from time to time.

17. One set of drawing shall be kept on site by the Contractor for inspection and use by the Architect or his representative / Bank's representative.

18. Retention amount of from each running account bill shall be deducted and will be refunded after the defects liability period of twelve months provided the contractor has satisfactorily carried out the entire work and attends to all defects, if any, in accordance with the contract. No interest shall be paid on retention amount.

19. The owner within working seven (7) days shall honor the running bills certified by the Architect. Certifying of running Bill is not binding on the Architect, before submitting contractor's final bill.

20. The contractor shall complete all the work within the time prescribed and shall offer the completed work for final inspection, in writing to the Architect submitting his final bill.

21. The period for recording the final measurements shall be one week from the date of completion. Final bill shall be scrutinized and certified for payment as specified in the special conditions of the tender.

22. The contractor shall pay overtime to the Security Staff, if any, as mutually agreed.

23. The old items junk/ debris, etc. shall be removed from the premises immediately by the contractor at their own cost as and when instructed to do so by the Architect/Bank during the progress of the work as well as after completion of the work. If the contractor fails to do so, the Bank will act accordingly and recover the expenses.

24. The contractor shall get the approval for false ceiling electrical layout, etc. from the Architect before he proceeds for the further furniture /electrical work.

25. Ply and wooden members shall be given anti termite treatment and fire retardant paint.

26. Rates must be quoted for complete work at site inclusive of all taxes, sales tax, excise, transportation charges, work contact tax, etc. No separate charges /any tax will be paid to the contractor. The rate shall not be subject to cost escalation of

labour, material and exchange or variation in the labour conditions or any other conditions whatsoever.

27. If a schedule of approximate quantities for various items accompanies this tender, it shall be clearly understood that the Bank does not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities. This schedule is liable to alter by the omissions, deductions or additions at description of the Bank Authority without affecting the terms of the contract.

28. The Bank will not be responsible for any material stolen, damaged, etc. or his representative / Bank's representatives.

29. Contractors are requested to fill all the items carefully within the space and without any scribbling the quoted figure. Any items left blank shall be treated as an incomplete tender and liable for rejection.

GENERAL CONDITIONS

1. The tenderer shall study carefully whole of the contract documents, drawings, the site conditions, etc. and all matters related to execution of project before quoting the rates.

2. The tenderer must use only the form issued by the Architect to fill in the rates.

3. The rates quoted shall include all taxes, etc. the owner shall bear no liability in respect of taxes, excise duties and levies like water and sewerage charges of the local authorities i.e. and out pocket of expense for liaison with local authorities etc.

4. All disputes and difference of any kind whatever arising out of or in connection with the contract or out of work whether during the progress of work or after the completion, the Architect and Owner shall discuss the issue and settle the same amicably. If the difference and the dispute cannot be resolved, the decision of the Architect shall be final and binding on the contractor.

5. The contractor shall not sublet the contract work in whole or in part, without the written consent of the Architect. Services performed by the sub-contractor, if any, shall not relieve the contractor from his responsibilities and obligation under this contract.

6. The conditions to the contract shall be as per the proforma of the contract issued by the INDIAN INSTITUTE OF ARCHITECTS.

7. The contractor shall execute the work in accordance with Indian standards and codes. In the absence of any Indian standards specifications, the relevant British or any International standards acceptable to the Architect / Bank shall referred to.

8. Before commencement of work the contractor shall ensure without limiting his obligations and responsibilities against any damage, loss including loss of human or injury, which may occur to any property, including of the third party or of the Owner, or to may person including any employees of the owner, arising out of the execution if the work.

9. The whole of the contract documents and drawings furnished to the contractor shall be returned to the Architect by the contractor, immediately on completion of the job, failing which; the Architect shall have the right to take suitable action against the contractor.

10. The actual work carried out by the contractor shall be measured in the presence of the Architect or his representative and signed by both of them.

11. After finalization of joint measurement, the contractor shall confirm that measurements taken in his or his representative are correct and shall submit a No claim Certificate to Architect.
12. The contractor shall submit his bill within 7 days time from the date of handing over possession to the Architect. If he fails to do so, the Architect shall finalize contractor's bill ex-parte, which will be binding on the contractor and no correspondence for the same will be entertained.
13. The contractor shall carry out work without any undue hindrance to the owner or other agencies working on site & in complete co-ordination with other agencies engaged by the Bank.
14. The work shall be executed in accordance with the contents of the tender documents, drawings and instructions issued by the Architect but in every case shall conform to the rules and regulations of the local authorities. If any rules / regulations are found to be at variance with any clause in the tender, the Architect shall be intimated about the same before carrying out the work.
15. All the quantities in the schedule are probable quantities, and may vary to any extent during the progress of work.
16. The contractor shall not claim any extra item, unless it is intimated to the Architect in advance or accepted by the Architect in writing as well as Bank executing the same. The contractor shall submit his rate analysis for any extra item for the scrutiny by the Architect and the final negotiation in all such cases and matter, and his decision shall be binding on the contractor.
17. The Architect shall have a right to carry a technical examination of the work and contractor shall furnish to the Architect all supporting vouchers to prove that the materials used in site are as specified.
18. The Architect / Bank have every right to drop all or alter any items, or any part of the work, without giving any reason/notice in advance. In such cases, items included in the schedule through the Architect, as mentioned in clause 18 above.
19. If any discrepancy is noticed in the schedule or in the drawing, the contractor shall seek clarification for the same in this regard, before starting the work.
20. During the progress of work, the Architect may change any specification, details or figure dimensions.
21. The contractor shall maintain a triplicate instruction book with numbered pages. The contractor shall carry out all instructions written in the triplicate book.
22. The contractor shall submit the overall program for execution of work order and shall proceed with his work as per Bar Chart.
23. A qualified supervisor/competent person shall be appointed by the contractor at the site. The contractor on request of the Architect/Bank, shall immediately discuss from the works, any person employed thereon by him who may, in the opinion of the Architect/Bank be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the Architect/Bank.
24. The contractor shall obtain test reports of materials on work whenever required and shall bear the cost of the same. If the test reports are found unsatisfactory, the contractor shall dismantle the defective work and replace the same with the materials from the site immediately.
25. The Architect shall permit use of alternative material, if the same is found at par with specified material.

26. During the progress of work contractor shall cover the valuable equipment, etc. He shall also provide polythene sheet/paper sheets or cloth sheets for covering up all the finished items of work till the completion of work, to avoid damage. No extra charges shall be paid for such work.
27. The works shall not be considered as complete until the Architect has certified in writing that their visit the site periodically for inspection of the work in progress and quality of the work and shall determine in general, if the work is proceeding in accordance.
28. Day to day supervision does not lie as part of the duties of Architect, however, the Architect shall visit site periodically for inspection of the work in progress and quality of the work and shall determine in general, and of the work proceeding is in accordance.
29. If Contractor fails to complete the work by the date stated in the tender or within any extended time and the architect certifies in writing that in his opinion the same ought reasonably to have been completed; the contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during for which the said works shall so remain incomplete and the Employer may deduct such damages from the money due to the contractor.
30. The Employer shall with the concurrence of the Architect, be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from, or respect of any such claims or damage from any all sums due or to become due to the contractor, without prejudice to the Employer's other rights in respect thereof.
31. If at any time / after the acceptance of the tender, the Employer neither shall for any reasons whatsoever nor require the whole or any part if the works to be carried out, the Architect shall give notice in writing to contractor. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from execution of the whole works.
32. All specialist merchants, tradesmen and other executing any work of supplying and fixing, and goods fir which prime cost price or provisional sums are included in the schedules if Quantities and specifications, may be nominated or selected by the Architect and hereby be declare to subcontractors employed by the contractor.
33. "Quote Rate" shall be based on rate analysis –and the rates certified by the Architect shall be paid accordingly.

SPECIAL CONDITIONS AND TERMS OF PAYEMENT

1	Earnest Money to be deposited	:	(1% of tender amount)
2	Possession of site	:	Immediately after awarding of the Contract or as per the site meeting
3	Working Hours	:	As per the bank's directions.
4	Date of Commencement	:	5 th day (maximum) from the date of work order.
5	Time of completion	:	Four weeks/30 Days
6	Liquidated damages per week for non-completion of the work in time	:	Rs. 5000/- per day including Sundays & holidays per week, subject to a maximum of 10% of the contract Value.
7	Security Deposit	:	Total 10% of the contract Value from Running Bill
8	Payment of Final Bill	:	Recommended payments duly certified by the architect within seven (7) working days.
9	Release of Security Deposit	:	50% of the Security Deposit will be released on virtual Completion of the work as certified by the Architect and the balance will be withheld as Retention Money which will be refunded after completion of defect liability period.
10	Liquidated damage	:	As certified by the Architect.
11	Period of submitting final bill	:	Within 07 days from day of completion of work
12	Period of final payment	:	Not before thirty (30) days from the due of the submitting the final bill to the Architect.
13	Defect Liability Period	:	Twelve (12) months from date of Virtual completion
14	Insurance etc.	:	Insurance covered as required by the bank. Contractor shall adhere to safe construction practice & against hazardous and unsafe material etc. and comply with the safely rules of the local authorities.
15	Income Tax	:	As per prevailing rate, the tax shall be deducted from bills.
16.	Mobilization Advance	:	No payment towards Mobilization advance.

SCOPE OF WORK

The Scope of work shall generally be of but unlimited for the following.

01. Supply/installation/shifting of Air Conditioners as per BOQ and commissioning of the machines.
02. Entire project shall be completed as per the schedule of items, the necessary work, which are not specified in the tender, shall be carried out to complete the job (project) in all respects.
03. The Bank does not intend to supply any material for the subject project and successful tenderer shall arrange and procure required material for project on his own without affecting the price quoted in the tender.
04. Electric supply shall be provided by the Bank at one point during the execution work free of the cost. However, in case of non-availability of electricity due to power-cut, load shading, contractor has to arrange generator on his own for which no extra payment will be considered.
05. The Contractor has to arrange for water from outside the premises and store it at the place suggested by the Bank.
06. The tenderers are requested to offer Buyback offer for each items separately as per the list given by the bank.
07. Working hours have to be discussed with the landlord and or as directed by the Bank.

Note: All makes shall be ISI marked wherever applicable.

- 1) All machines/materials shall be of the First Quality.
- 2) Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done only after prior approval of the Bank/Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall not be entertained.

The above mentioned terms and conditions are acceptable to me.

Signature of the Contractor

Seal of firm and date.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day _____ of 2021 between **The Zonal Manager, Bank of Maharashtra, Goa Zonal Office, 1st floor, Dattaprasad, M.G. Road, Panaji, Goa 403001**, (Hereinafter called 'The Bank') of one part and ----- whose registered office is situated at ----- . (Hereinafter called the 'Contractor') of the other part Whereas the Bank is desirous of executing furnishing work **of Bank of Maharashtra at Kankavali, Maharashtra** And has caused drawings and specifications describing the works to be done prepared by Consultant "**Ar. Satyajit Rane & Associates**, having office at, 1076/24, Old Chaturringi Road, Pune-411016 **Alternate Address:** M/S Vasudev Tamba, 10, Susheela Building, 1st Floor, 18 Jun road, Panaji, Goa-403001, **Contact No.** 9890084268/0832-2221507, **e-mail:** satyajit@gmail.com, and WHEREAS the said drawings numbered to including the Specifications and/or Schedule of Quantities have been signed by on behalf of the parties hereto and, WHEREAS the contractor has agreed to execute upon and subject to the Conditions set forth herein (hereinafter referred to as 'the said Conditions') the works shown upon the said drawings and/or described in the said Specifications and included in the rates herein set forth amounting _____ to _____ the _____ sum _____ of _____ approximately Rs _____ (rupees _____ only) (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said Drawings and described in the said Specifications and/or the Schedule of Quantities.
2. The bank shall pay the said Contractor Amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said Conditions.
3. The term 'the Architect' in the said Conditions shall mean the said **Consultant-"Ar. Satyajit Rane & Associates"** Or, in the event of their ceasing to be the Architect for the purpose of this Contract such other person or persons as shall be nominated for that purpose by the Bank, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or overrule any previous decisions or approval or directions given or expressed in writing by the Architect for the time being.
4. The said Conditions and Appendix there to shall be read and constructed as forming part of this agreement, and the parties shall respectively abide by, submit themselves

to the said Conditions and perform the agreements on their part respectively in the said conditions contained.

5. The plans, agreement, and documents mentioned herein shall form the basis of this contract.

6. This contract is neither a fixed Lump sum Contract nor a Piece Work Contract, but is a contract to carry out work in respect of the entire works to be paid for according to the actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

7. The Bank reserves to itself the right of altering the drawings and the nature of the work, of adding to, or, omitting from, any items of work or having portion of the same carried out without prejudice to this Contract.

The several parts of this Contract have been read and fully understood by us.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands hereto on the day and the year herein above first mentioned.

Signed by the said Contractor:

In the presence of Shri.....

Address.....

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Occupation:

Signed by the said Employer:

In the presence of Shri.....

Address.....

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