

PREMISES
DEPARTMENT ZONAL
OFFICE PATNA

**TENDER DOCUMENT
AIR CONDITIONING WORK IN NEW PREMISES OF CAPC
& DAMC**

Date : 13.03.2023

Issued to:

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

Last date of submission of Bid	27/03/2023 upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, Near Kotwali Thana, Budh Marg, Patna, 800001
Date of opening of Technical Bid	28/03/2023 at 16:00 HRS Indian Bank, Zonal Office, Premises Department, , Near Kotwali Thana, Budh Marg, Patna, 800001
Date of opening of Financial Bid	To be intimated separately to the Firms Qualifying in Technical Bids

I N D E X

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
NOTICE INVITING TENDER	3 - 5
FORM OF TENDER	6
GENERAL INFORMATION OF THE FIRM	7 - 11
GENERAL TERMS AND CONDITIONS	12 - 17
ARTICLES OF AGREEMENT	18 – 20
LIST OF APPROVED MATERIALS	21
SCHEDULE OF QUANTITIES	23-25

INDIAN BANK
ZONAL OFFICE - PATNA

NOTICE INVITING TENDER

Indian Bank, Zonal Office **Patna** 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 local office at Patna for “Tender for Air Conditioning Works in New Premises of CAPC & DAMC”. The Tender Documents can be downloaded from the Bank’s website (www.indianbank.in) under Tender Column.

1	Name of work	Supply, Installation, Testing and Commissioning of Air Conditioning System (Split Type AC) along with associated accessories in New Premises of CAPC & DAMC
2	Estimated cost of work	Rs. 11.00 Lakh + GST as applicable
3	Period of completion	20 days to be reckoned from 4 TH day from the date of issue of the Work Order or handing over of site whichever is later
4	Validity of Tender	60 Days from the date of opening
5	Defects Liability Period	12 Months from the date of completion or commissioning and handover of the work
6	Earnest Money Deposit	Rs11,000/- (Rupees Eight Thousand Only) by way of DD in favour of Indian Bank payable at HAMIRPUR *Firms registered with MSME / NSIC with valid certificates issued by GOI are exempted from submitting EMD along with Tender.
7	Initial Security Deposit (ISD)	After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD.
8	Retention Money (RM)	3% of the Bill Amount (RA Bill/ Final Bill) excluding Taxes
9	Total Security Deposit (TSD) = ISD + RM	5% of the Bid Amount (ISD – 2% & RM – 3%) ISD Amount will be refunded to Contractor within 14 days from the date of completion of entire work and the Retention Money will be refunded after the completion of defect liability period.
10	Payment Terms	<ul style="list-style-type: none"> • No Advance Payment • No Interim Payment • Final Payment after satisfactory completion of the work subject to deductions as applicable
11	Liquidated Damages	If the Work is delayed beyond the scheduled completion date, then 0.50% of the total value of the Contract per week of delay will be deducted from the final bill value subject to maximum of 5% of the value of work.
12	Tender Documents	Tender documents can be obtained from the Bank’s website (www.indianbank.in) under Tenders column.
13	Last date of submission of tenders	27/03/2023 upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, Near Kotwali Thana, Budh Marg, Patna, 800001
14	Date of opening of Technical Bid	17/03/2023 at 16:00 HRS Indian Bank, Zonal Office, Premises Department, Near Kotwali Thana, Budh Marg, Patna, 800001

15	Date of opening of Financial Bid	To be intimated separately to the Firms Qualifying in Technical Bids
16	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 / Voltas/ Daikin / Hitachi / Blue Star / O General</p> <p>Please note that the bidder must provide Valid Dealership Certificate of above mentioned brands.</p> <p>2. Should be in business minimum for the past 5 years in carrying out similar nature of works ending 31.03.2022.</p> <p>Please furnish requisite documents to confirm the same.</p> <p>3. Should have carried out similar work of value in the last 4 Years (ending 31.03.2022). At least :</p> <ul style="list-style-type: none"> • Atleast one similar works of value not less than Rs. 8.80 Lakhs each <li style="text-align: center;">(OR) • Atleast two similar works of value not less than Rs. 6.00 Lakhs each <li style="text-align: center;">(OR) • Atleast three similar works of value not less than Rs. 4.30 Lakhs each <p>Please furnish Purchase Order / Work Order / Client's Completion Certificate issued by PSBs / PSUs / Central Government / State Government showing value of work satisfying the above eligibility criteria is to be enclosed.</p> <p>Similar works means: SITC of Split Type AC along with accessories in PSBs/PSUs/Central or State Government Departments.</p> <p>1. Should have valid GST No.</p> <p>2. They should not have incurred loss in the last 3 financial years (Please attach 3 years (2019-20, 2020-2021, 2021-22) Profit & Loss statement duly authorized by Chartered Accountant).</p> <p>3. Should have an minimum average annual turnover of Rs. 3.40 Lakhs during the last three financial years (2019-20, 2020-21 & 2021-22)</p> <p>4. Should have Registered Office in Patna</p> <p>The bidders must satisfy the above criteria and furnish the relevant documents as proof. If the Vendor fails to provide relevant documents and meet the minimum eligibility criteria as mentioned above, Bank would disqualify the bidder without assigning any reason whatsoever.</p>

Note:

1. Tenderers are required to submit the bid in 2 parts namely Technical bid and Financial bid. The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed **“Tender for Air Conditioning Works in New Premises of CAPC & DAMC and addressed to the Zonal Manager, Indian Bank, Zonal Office, Premises Department, Near Kotwali Thana, Budh Marg, Patna, 800001.**
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 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. 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.
7. 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.
8. 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.
9. 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.
10. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorised Signatory before submission.
11. The rates quoted by the bidder shall be based only on the specifications and conditions of the tender documents.
12. Bank is not liable to make any payment to bidders for preparation to submit the bid.
13. Clarifications, if any, pertaining to this bids may be referred to Indian Bank, Premises Department, Zonal Office Patna through E-mail Id – zopatna@indianbank.co.in

ZONAL MANAGER



FORM OF TENDER

The Zonal Manager
Indian Bank, Zonal Office
Near Kotwali Thana, Budh Marg,
Patna, 800001

Dear Sir,

**SUB: Invitation of Tender for Air Conditioning Works in New Premises of
CAPC & DAMC, Patna**

Having examined the specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We further agree to complete the work within the stipulated time as specified in the Tender Document.

I/We understand that Indian Bank is not bound to accept the lowest tender or bound to assign any reasons for rejecting our bid.

I/We herewith deposit **Rs.11,000/- (Rupees Eleven Thousand Only)** by crossed demand draft payable at PATNA and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs.11,000/- (Rupees Eleven Thousand Only)** in the event of our refusal or delay in signing the Contract Agreement.

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.

I/We unconditionally agree to Indian Bank's conditions as stipulated in the Documents.

I/We agree to keep our tender open for **60(Sixty) days** from the date of opening of Tender.

I/We agree that in case 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:
Seal:

GENERAL INFORMATION OF THE FIRM

1	Name of the Firm Address (Registered Office) CONTACT DETAILS Landline No – Mobile No – Email Id –							
2(a)	Whether Proprietary/ Partnership/ : Pvt. Ltd. / Public Ltd. (Certificate of registration / partnership deed to be enclosed as Annexure-I)								
2(b)	Name of the Proprietor/ Partners / Directors	I. II. III. .							
2(c)	Year of establishment								
3	Registration with Tax Authorities i) Income-tax (PAN No.) : ii) GST No. : iii) EPF Regn. No. : (Copies of certificates of registration with relevant authorities to be enclosed as Annexure-II-A, II-B, II-C)								
4	Names of the Bankers with address & telephone Numbers: (Copy of Cancelled Cheque to be enclosed as Annexure – III)	I. II.							
5	Enclose copies of audited balance- : Sheet and Profit & Loss A/C. for the last 3 financial years, i.e., 2019-20, 2020-21, 2021-22	(Copies to be enclosed as Annexure IV -A, IV-B and IV-C)							
6	Certificate of Registration with Govt. / Public Sector / Banks (Certificate of Registration, if any, is to be enclosed as Annexure V)	<table border="1"> <thead> <tr> <th data-bbox="834 1778 1154 1850">Name of the Organization</th> <th data-bbox="1154 1778 1474 1850">Year since empanelled</th> </tr> </thead> <tbody> <tr> <td data-bbox="834 1850 1154 1915"></td> <td data-bbox="1154 1850 1474 1915"></td> </tr> <tr> <td data-bbox="834 1915 1154 1915"></td> <td data-bbox="1154 1915 1474 1915"></td> </tr> </tbody> </table>	Name of the Organization	Year since empanelled					
Name of the Organization	Year since empanelled								

7. Details of Similar Work executed during the last 4 Financial Years:

Work executed for (name of the Institution/ Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with date of Commencement and date of Completion	If work left in complete or terminated (give reasons)

(Copies of Work Orders / Completion Certificate obtained from the Client to be enclosed as Annexure-VI. Please enclose work orders keeping in mind the number of works and amount as mentioned in the Notice to satisfy the minimum eligibility criteria)

5. Details of works **in hand** preferably in Banks, PSUs , Govt., Semi-Govt. Bodies

Type of work	Work executed for (Name of the Institution / Body)	Nature of work (in brief)	Location	Value In Rs.	Duration of work, stipulated time	Present stage of work

(Copies of Work Order issued by the Client to be enclosed as Annexure – VII)

6. Turnover in last 3 years :

Sr. No.	Year	Turnover (Rs. in lakhs)	Professional Fees.	Income-tax paid	Service Tax/ GST paid
1	2019-20				
2	2020-21				
3	2021-22				

(Copies of income-tax returns / assessment orders for each year along with certified copy from CA to be enclosed as Annexure- VIII A, B, C)



APPENDIX -
A

CHARTERED ACCOUNTANTS CERTIFICATE
FORMAT

No.

Date:

To,
The Zonal Manager
Indian Bank
Zonal Office – Patna

Dear Sir,

Tender Reference No:

This is to certify that we, _____ vide our registration No. _____, Auditors of the company/ firm M/s _____ do hereby certify that, the company/firm has turnover and net profit for last three financial Years given as under:

Financial Year	Turnover (Rs. In Lakhs)	Net profit after tax (Rs. In Lakhs)
2021-22		
2020-21		
2019-20		

The certificate has been based on information and documents produced before us. (Copy of the certified documents attached for your reference)

Yours faithfully,

(Name & Signature with Seal)
For and on behalf of
M/s

UDIN:

Place:

Note: This CA Certificate should be on the letter head of the Auditor Firm and should be signed by a competent person of the Firm.



APPENDIX -

BDECLARATION TO BE SUBMITTED ON THE LETTER HEAD OF BIDDER

NO: _____

DATE : _____

To,
The Zonal Manager
Indian Bank
Zonal Office - Patna

Dear Sir,

Ref. No :

With reference to your above Tender Reference No, I/We hereby declare that I/We have not been banned or blacklisted or debarred by any Government, Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Indian Bank, without any recourse.

Signature & Name of the Bidder with seal

LIST OF ENCLOSURES

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
IIA, IIB, IIC	Certificates of registration with Income Tax, GST, EPF authorities, Proof for address such as documents and certificates issued by Government agencies, registered rent/lease deeds etc.	
III	Cancelled Cheque	
IVA, IVB, IVC	Certified Copy of Audited Balance Sheet & Profit & Loss A/C Statement for FY 2019-20, FY 2020-21 & FY 2021-22	
V	Copy of Empanelment Letter with Public Sector Banks / Public Sector Undertakings / Central or State Govt. Departments	
VI	Copies of Work Order / Completion Certificate mentioning the amount of Work and Other Details to meet Eligibility Criteria Mentioned in the Notice. Please enclose Work Order of only completed work	
VII	Copies of Work Orders of the Work in Hand issued by Banks, PSUs , Govt., Semi-Govt. Bodies	
VIIIA, VIIIB, VIIIC	Copies of income-tax returns/assessment orders for FY 2019-20, FY 2020-21 & FY 2021-22	

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

PLACE:

SIGNATURE

NAME & DESIGNATION

DATE:

SEAL OF ORGANISATION



GENERAL TERMS AND CONDITIONS

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 Near Kotwali Thana, Budh Marg, Patna, 800001** and any of its employees representative authorized on their behalf.
- Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bided /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 Part – II of the Tender Document

Tender should be submitted in two parts in separately sealed envelopes as described below:

- PART – I : TECHNICAL BID
- PART – II : FINANCIAL BID

The Technical bid is to be submitted in sealed cover along with, Necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed “Tender for Air Conditioning Works in New Premises of CAPC & DAMC and addressed to the **Zonal Manager, Indian Bank, Zonal Office, Premises Department, Near Kotwali Thana, Budh Marg, Patna, 800001.**

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 Earnest money amounting to **Rs.11,000/- (Rupees Eleven Thousand Only)** in the form of Demand Draft drawn in favour of “**Indian Bank**”, payable at **PATNA** must accompany each tender. EMD amount will not carry interest. Tender 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.

- 5 The Indian Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 6 The rate quoted by the Tenderer shall be net (excluding GST), up to the stage of incorporation and handing over site. All taxes including (excluding GST) or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Indian Bank will not entertain any claim whatsoever in this respect.

The rate quoted should be excluding GST.

The tenderer who wishes to quote for the tender should have GST registration and should mention the registration number.

- 7 The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.
- 8 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 tender or engagement in the Tenderers service.
- 9 The tender for works shall remain open for acceptance for a period of **60 days** from the date of opening of Tender. If any tenderer who withdraws his tender before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 10 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.
- 11 Transfer of tender documents purchased by one intending Tenderer to another is not permitted.**
- 12 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.
- 13 The Earnest Money Deposit of unsuccessful tenderers shall be refunded within two weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and in any case not later than four months.
- 14 The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Demand Draft towards Security Deposit.
- 15 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
- 16 **The retention amount at 3% 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 issue of Work Completion Certificate by the Architect and the Retention Money (3%) 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.
- 17 The acceptance of a tender will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders 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 tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.

- 18 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 19 All rates shall be quoted on the proper form of the tender alone. **All the entries should be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
- 20 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
- 21 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.
- 22 The Contractor shall within 5 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.
- 23 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.
- 24 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.
- 25 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.
- 26 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.
- 27 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.
- 28 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.
- 29 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.
- 30 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.
- 31 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.

- 32 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.
- 33 The work shall be carried out without disturbing the existing occupants of other offices. 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.
- 34 No interim payment / Adhoc Payment will be entertained in any case.
- 35 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.
- 36 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.
- 37 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.
- 38 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.
- 39 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.
- 40 The time allowed for completing the works is **20 days** to be reckoned from **4th day** from the date of Work Order / date of handing over site whichever is later.
- 41 If the Contractor fails to complete any or all the works by the date/s named in **Clause 40** (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 **0.5%** 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 **5%** of contract value.

- 42 **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 endeavors 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.
- 43 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.
- 44 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.
- 45 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 15 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.
46. 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.
47. 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.

- 48 Single Power point & Water for work will be provide by bank at free of cost.
- 49 The contractor shall not directly or indirectly sublet the work to other party without written permission of the bank.
50. 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.
51. 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
52. No advance payment shall be made to the contractor on supply of any material supplied at site for execution; Payment shall be made only after completion of the work , submission of proper bills and measurement and checking at the site by Bank's Engineer.
53. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the Bank before submitting the quote.
54. 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.
55. 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.
- 56 Payment to the contractor shall be made as per actual work done of site.
57. 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.
- 58 The Bank reserves the right to accept/reject any quotes without assigning any reasons.
59. 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
60. 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 Tenderer

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day ofmonth of.... between Indian Bank and having its Zonal Office at **Near Kotwali Thana, Budh Marg, Patna, 800001** (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 (Herein after 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 tender documents for “**Air Conditioning Works in New Premises of CAPC & DAMC, Patna**”

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 tender as aforesaid and whereas the tender 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) herein after 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.....which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties including excise duty, GST, income tax, octroi etc. 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 **20 days** reckoned from **4th day** 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.

- 2) **Earnest Money:**
The Contractor has deposited an amount of **Rs.11,000/- (Rupees Eleven Thousand Only)** as earnest money.
- 3) **Inspection of Site:**
The Contractor has inspected the site before submitting his tender 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.
- 4) **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 tender 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.
- 5) **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.
- 6) **Inspection of Work:**
During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.
- 7) **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.
- 8) **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.
- 9) **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.

10) **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.

11) **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 **PATNA** 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

LIST OF PREFERRED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN AIR CONDITIONING WORKS SUBJECT TO THE APPROVAL OF SAMPLES BY BANK

SL NO	Description	Make of materials
1	AC (Split)	Carrier / Voltas /Blue Star / Daikin / Hitachi / O General
2	GI Sheets	TATA / HSL / SAIL / NIPPON DENRO or approved equivalent
3	Fire Damper	Caryaire / Air Master / Air Breeze / Ravistar or approved equivalent
4	Vibration Pads	Resistoflex / Dunlop
5	Vibration Isolation	Resistoflex / Dunlop
6	Refrigerant Pipes	Mandev / Totaline
7	Nitrile Rubber Insulation	Hylam / Superlon / Armaflex
8	Power Cables	Polycab / Finolex / KEI
9	Control Cables	Polycab / Finolex / Torrent / KEI / RR Kabel
10	UPVC / CPVC for drain piping	Supreme / Finolex / Prince / Astral
11	Voltage Stabilizer (4 / 5 KVA) (130 V – 300 V)	VGUARD / MICROTEK / LIVGUARD / LUMINOUS / CROMPTON

Note –

The Contractor shall use only above mentioned material or equivalent make to be approved by Bank. All other materials shall conform to the specifications laid down. The bidder shall take this into account while quoting rates and prices

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

PRICE
BID IN
SEPARATE ENVELOPE

SCHEDULE OF QUANTITIES

AIR CONDITIONING WORKS IN NEW PREMISES OF CAPC & DAMC, PATNA

1	All items of work under this Contract shall be executed strictly to fulfill the requirements laid down in the specifications. Type of equipment, material specification, methods of installation and testing and type of control shall be in accordance with the specifications, approved shop drawings and the relevant Indian Standards, however capacity of each component and their quantities shall be such as to fulfill the above mentioned requirement. The basis of the design to be submitted by contractor for approval by Bank.
2	The rate for each item of work included in the Schedule of Quantities shall, unless expressly stated otherwise, include cost of:
	a) All materials, fixing materials, accessories, appliances tools, plants, equipment, transport, labour and incidentals required in preparation for and in the full and entire execution, testing, balancing, commissioning and completion of work called for in the item and as per Specifications and Drawings.
	b) Wastage on materials and labor.
	c) Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting, fitting and fixing in position, protecting, disposal of debris and all other labor necessary in and for the full and entire execution and for the job in accordance with the contract documents, good practice and recognize principles.
	d) Liabilities, obligations and risks arising out of Conditions of Contract.
	e) All requirements of Specifications, whether such requirements are mentioned in the item or not. The Specifications where available, are to be read as complimentary to and part of the Schedule of Quantities and any work called for in one shall be taken as required for all.
	f) In the event of conflict between Schedule of Quantities and other documents including the Specifications and approved basis of design, the most stringent shall apply. The interpretation of the Bank shall be final and binding.
3	All equipment, quantities and technical data indicated in this Schedule are for the Contractor's guidance only. This schedule must be read in conjunction with other documents and site conditions. The Contractor shall be paid for the actual quantity of work executed by him in accordance with the approved Shop Drawings & Basis of Design at the contract rates.
4	This Schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INR including NIL items.
5	No alteration whatsoever is to be made to the text or quantities of this Schedule unless such alteration is authorized in writing by Services Consultant. Any such alterations, notes or additions shall, unless authorized in writing, be disregarded when bid documents are considered.
6	The Contractor shall procure and bring Materials/Equipment to the site only on the basis of site conditions and not on the basis of Schedule of Quantities which are approximate only. This also applies to the Contractor's requisition for Owner supplied materials.
7	The unit rate for all local equipment or materials in Indian Rupees shall include cost of equipment and materials including all taxes and duties and also including forwarding, freight, insurance and transport into Contractor's store at site, storage, installation, testing, balancing, commissioning and other works required.
8	The Contractor / Vendor are free to make site visit to ascertain the working conditions and other relevant site feasibility/feature
9	One year (12 months) on site Comprehensive Warranty (DLP) for complete work from the date Of acceptance by Bank.

Signature & Seal of the Bidder

Sr.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	(AIR CONDITIONING WORK) INVERTER TYPE				
1	<p>Supplying, installation, testing and commissioning of 3-Star rated as per 2022 version Hi-wall split air conditioner of following capacity with On Off Timer along with wireless remote controller including providing and laying the standard length of 5 m copper, electrical and 25mm dia heavy duty PVC drain piping with all necessary fittings duly insulated with 9mm thick nitrile rubber pipe insulation including Initial refrigerant charge suitable for 5 Mtrs distance between IDU and ODU along with drilling the holes and packing and making good the damaged surfaces good comprising and 5 mtr Condensate drain pipe as specified spec of the following:-</p> <p>i) Indoor unit consisting of evaporator coil, blower fan with motor, filters, insulated drain pan control panel with cabling between control panels and units etc</p> <p>ii) Outdoor unit consisting of hermetically sealed Rotary Compressor to operate on 230V, Single Phase, 50 Hz AC Supply, Anti Corrosive Coated Condenser Coil with fan and motor, interconnecting refrigeration piping, starters/ controls/ cutouts/ relays etc., mounted inside a powder coated sheet metal cabinet duly treated for corrosion protection. the rate included interconnecting cable from indoor unit to outdoor unit (APPROVED BRAND :DAIKIN, VOLTAS, BLUE STAR, CARRIER, HITTACHI, O GENERAL)</p>				
A	3-Star rated Hi-wall split air conditioner of 1.5 TR capacity *Voltas/Blue Star/TATA/Hitachi/Carrier	Each	26		
	MAKE				
	MODEL				
	WARRANTY				
2	Charges for providing additional copper pipes (one circuit) for the above split units with necessary insulation and with adequate pvc insulated copper wire from indoor to outdoor units concealed and taken through beyond the standard 5 mtr length.	Rmt	150		
3	Charges for providing additional 25 mm dia heavy duty PVC drain piping with all necessary fittings duly insulated with 9mm thick nitrile rubber pipe insulation drain pipe concealed / surface mounted and taken through wall / partition beyond the standard 5m length for the above split units.	Rmt	150		

4	Supply, installation, testing and commissioning of wall mounting 4KVA stabilizers for 1.5Tr & 1.0Tr Hi-Wall Split Air Conditioning units with input voltage range of 170-270 Volts and output 220 +/- 10% as required. Minimum Warranty - 3 years	Each	26		
6	Providing and fixing standard powder coated support brackets & including grille gauge with locking arrangement for the above split/cassette units including fasteners and other accessories as required.	Each	26		
	TOTAL				

Place:

Date:

Signature & Seal of Bidder