



**PREMISES AND ESTATE SECTION, CANARA BANK CIRCLE
OFFICE, TRIVANDRUM**

TENDER FOR

**SUPPLY, INSTALLATION, TESTING,
COMMISSIONING & MAINTENANCE OF VRF
AC SYSTEM AT FIRST AND SIXTH FLOOR OF
CIRCLE OFFICE BUILDING, TRIVANDRUM**

TENDER REF: PECOTVM/VRF/01/2023

ISSUED BY
THE DIVISIONAL MANAGER
PREMISES AND ESTATE SECTION
CANARA BANK CIRCLE OFFICE, TRIVANDRUM - 695001
PH: 0471-2331340, E-MAIL: pecotvm@canarabank.com

Contents

NOTICE INVITING TENDER (NIT).....	3
ELIGIBILITY CRETERIA	4
GENERAL RULES & INSTRUCTIONS TO APPLICANTS	5
GENERAL CONDITIONS OF CONTRACT	10
SPECIAL CONDITIONS OF CONTRACT	35
CONDITIONS OF CONTRACT	37
TECHNICAL BID	43
COMPLIANCE SHEET - TECHNICAL SPECIFICATION	47
ADDITIONAL INSTRUCTIONS	49
ANNEXURE-I CRITERIA FOR EXEMPTION OF APPLICATION FEE/TURNOVER FOR CONTRACTORS/SUPPLIERS.....	52
ANNEXURE-II SCOPE OF COMPREHENSIVE AMC	54
APPENDIX-1 IMPORTANT TERMS.....	59
APPENDIX-2 RUNNING A/C BILL FORMAT.....	60
APPENDIX -3 CERTIFICATE FOR PAYMENT	61
APPENDIX- 4 MEASUREMENT CERTIFICATE	62
APPENDIX-5 CONTRACT AGREEMENT FORMAT.....	63
APPENDIX -6 INDEMNITY BOND FORMAT	65
APPENDIX-7 FORMAT FOR RATE ANALYSIS OF ITEMS.....	66
APPENDIX-8 DETAILS OF RELATIVES IN BANK/GOVT./PSU & EMPOLYEEES	67
APPENDIX -9 LIST OF APPROVED MAKES	68
APPENDIX -10 CHARTERED ACCOUNTANTS CERTIFICATE FORMAT.....	69
APPENDIX -11 UNDERTAKING LETTER IN FIRM'S LETTER HEAD WITH TECHNICAL BID	71
APPENDIX -12 DECLARATION.....	72
APPENDIX - 13 MANUFACTURERS' AUTHORIZATION FORM	73
APPENDIX -14 AUTHORIZATION LETTER	75
APPENDIX - 15 CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS	76
PRICE BID	77

NOTICE INVITING TENDER (NIT)

To,

M/s

Sealed tenders on item rate basis are invited from Original Equipment Manufactures (OEM)/ Authorized Dealers for the Air conditioning work at **First and Sixth Floor of AC units at Canara Bank Circle Office, Trivandrum**. Tender Documents can be downloaded from Bank's Website.

Earnest Money Deposit : **16,500/-+ GST@18%**

Processing Fee : **Rs.1000/- (including GST)**

The same should be drawn by Demand draft favoring, Premises & Estate Section, Circle Office, Canara Bank payable at Trivandrum. Bids submitted without EMD and Processing fee shall be summarily rejected.

Period of completion : **45 days from the date of Work order including holidays.**

Last date and time : **On or before 07.04.2023 till 17:00 HRS**

Submission of tender : **Premises & Estate section
Canara Bank, Circle Office, Trivandrum.**

Time and date of opening of tender : **11.00AM HRS on 08.04.2023**

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

All updates and corrigendum will be uploaded in Bank's website only.

ELIGIBILITY CRITERIA

Sl. No	Criteria	Documents Required
01	The vendor should be an authorized dealer for VRF AC units	Order copy and Completion certificates for major projects from the customer issued for each completed project (not ongoing) between 01/04/2018 to 31/03/2023.
02	<p>Please note that only those contractors who have office in Kerala need to apply.</p> <p>The applicant must have carried out following cost of work (Installation of VRF AC Units) in Govt. organizations, central autonomous bodies, state autonomous bodies, PSUs, Govt. Banks etc. during the last 2 years as on 31.03.2023.</p> <p>a. One work/project costing 80% of cost of work (13.5 Lakhs)</p> <p>b. Two works/projects costing 50% of cost of work (8.40 Lakhs)</p>	Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement & completion .
04	The contractor must have GST registration number and PAN number.	Copies of the GST registration certificate, PAN card copy and Trade License shall be enclosed.
05	The contractor shall have their office in Kerala (preferably in Trivandrum) for operational convenience	Details of local address. Acceptance of the address subjected to verification by the Bank to its satisfaction.

GENERAL RULES & INSTRUCTIONS TO APPLICANTS

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to the contractors, conditions of contract, Application Format, Appendices and Annexures can be collected between the dates mentioned in the Notice Inviting Offer (NIT) during the working hours on everyday except Sundays and Public Holidays, at Premises & Estate Section, Circle Office, Trivandrum

OR

Alternatively tender documents can be downloaded from the banks website www.canarabank.com

2. The tender is "TWO ENVELOPE CONCEPT" to be submitted as mentioned below:

a) **First envelope** - in sealed cover **super scribed** as "*Technical Bid for Supply, Installation, Testing, Commissioning and maintenance of VRF AC Systems at First and Sixth Floor of Circle Office Building, Trivandrum*"

b) **Second envelope** - in sealed cover **super scribed** as "*Financial Bid for Supply, Installation, Testing, Commissioning and maintenance of VRF AC Systems at First and Sixth Floor of Circle Office Building, Trivandrum*"

c) **Third envelope** - both the above sealed covers shall be placed in bigger **outer cover**, sealed **super scribed** as "*Tender for Supply, Installation, Testing, Commissioning and maintenance of VRF AC Systems at First and Sixth Floor of Circle Office Building, Trivandrum*"

3. The first envelope (Technical Bid) should contain **Earnest Money deposit (EMD) and processing fee** all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages.

Contractor should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting financial aspects are liable for rejection.

4. The second envelope should contain the financial Bid as per **BOQ** and should be sealed and submitted on the same given date and time simultaneously along with Technical bid. Non

submission of the same (i.e., BOQ) in separate sealed cover along with Technical bid shall automatically render the entire offer being rejected. The second envelope should contain duly filled in Fees details (enclosed in the offer document) with values written in words and figures.

5. **Earnest Money Deposit (EMD):** By way of Demand Draft favoring "Premises & Estate Section Canara Bank Circle Office Trivandrum" payable at Trivandrum from any Nationalized / Scheduled Bank.
6. **EMD is to be submitted along with Technical bid. Submission of the EMD in the Financial bid envelope shall render the tender being rejected on the grounds of non-submission of the EMD. (Criteria for exemption of EMD and Processing Fee is given in Annexure-I)**
7. The duly completed sealed offer should be submitted to the address as detailed in NOTICE INVITING OFFERS. **If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO the next working day will be deemed to be the last day for submission of the offer. Delays in receipt of the offer due to delays by post or courier shall not be accepted by the Bank.**
8. The First envelope (Technical bid) will be opened in the said office as detailed in **NOTICE INVITING TENDERS.**
9. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such applicants who comply with the Eligibility criteria as a part of evaluation of Technical Bid.
10. Offer shall be submitted on prescribed Form only (i.e. as per documents issued/downloaded from website) and no other format shall be used. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed form shall be liable for rejection. The bidder shall submit an undertaking as in **Appendix - 11** stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.

11. The rates quoted shall be inclusive of and any other charges applicable ***and exclusive of GST***. TDS shall be made as per the statutory rules.
12. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
13. Tender which is incomplete in any respect are liable to be rejected.
14. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
15. The contractor shall furnish the list of his relatives if working in the Canara Bank with their present place of posting in the **Appendix - 8**.
16. The tender shall remain open for acceptance for a **period of 90 days from the date of opening**. No tender can be modified or withdrawn by the contractor after submission of the Bid. If any contractor withdraws their offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid.
17. The contractor or their authorized representatives with an authorization letter as per **Appendix - 14**, are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless otherwise modified with prior intimation to the Applicants.
18. It will be obligatory on the part of the contractor to tender and sign the tender documents for all the component parts and pages.
19. The successful contractor shall execute the agreement as per the conditions of Contract provided in this NIT on a stamp paper of appropriate value within 5 days from the date of

acceptance of the offer. Until a formal agreement on stamp paper is prepared and signed, this tender document along with the correspondence shall constitute a binding contract between the contractor and the Bank/ Employer. If the successful contractor fails to sign the agreement within the aforesaid period Bank will be at liberty to **forfeit full value of the Earnest Money Deposit.**

20. On acceptance of the tender , the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Bank / Employer and would be able to make independent decisions on behalf of the tender shall be communicated to the Bank/Employer.
21. Conditional tender shall summarily be rejected.
22. **The contractor shall inspect the site to ascertain the site conditions, constraints and any other information required for making the tender.** For any assistance for visiting the site / building intending contractor may contact the above office as mentioned in NIT. The tenderer should attend pre-bid meeting scheduled on the date mentioned in NIT. **The tenderer should inform in writing to the above office and get clarified on any discrepancy noticed in tender and specifications within 7 days of date of issue of tender/3 days from pre-bid meeting. Bank's decision will be final in such cases.**
23. In case of other un-qualified bidder (i.e. contractor who fail to comply with the eligibility criteria of technical bid), EMD shall be returned as DD submitted by them.
24. In case of unsuccessful bidder (i.e. those contractor who qualify in the technical bid and emerge as unsuccessful in the Financial bid) the EMD shall be collected from the above office address as mentioned in NIT within 30 days of opening of Financial bids..
25. Bank reserves the right to call for opinion directly from the clients of the contractors on the work orders and performance certificates or any other matters.
26. Bank reserves the right to disqualify the contractor if the detail furnished by the contractor is found to be false and **forfeit their Earnest Money deposit.**

27. Earnest Money Deposit is exempted for the Applicants registered with National Small Industries Corporation Ltd (NSIC) with specific exemptions permitted by NSIC OR Similar Government authorities as per provision of MSE Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect. Necessary proof shall be submitted along with the tender in the Technical bid. **(Criteria for exemption of EMD and Processing Fee is given in Annexure-I)**

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

Employer or Bank: The term " Employer " or "Bank" shall denote CANARA BANK with their Head Office at Bangalore represented by Divisional Manager, Premises & Estate Section , Canara Bank , Circle office , Trivandrum and any of its employees or representative authorized on their behalf.

Consultant: The term "Consultant" shall mean "Smt. Devi Anilkumar, A8 ,Siddhi,Elankam Gardens, Vellayambalam,Trivandrum-695010",or in the event of his/their ceasing to be the Consultant for the purpose of this contract such other person/s the Employer shall nominate for the purpose.

Site Engineer: The term "Site Engineer" shall mean authorized Engineer appointed by Contractor or Bank for day-to-day supervision of works at site as per tender terms.

Contractors: The term "Contractor"," Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.

Site: The "site" shall mean the "First and Sixth floors of Canara Bank Circle Office Building, Spencer Junction, MG Road, Trivandrum- 695001" where the where the subject works are to be carried out.

Drawings: "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Consultant/ Bank and such other drawings as may from time to time be furnished or approved in writing by the Consultant/ Bank.

Work / Works shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

Contract means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced Schedule of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in, Appendices, Annexure or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

"Technical Specification" means the specification annexed to or issued with this tender or detailed in the schedule of quantities.

"Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.

"Market rate" means the rate as prevailing in the market and recommended by the Consultant and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.

"The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities with specifications as specified and forming part of this contract.

"Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

2. SCOPE OF WORKS :

The work consists of supply, installation, testing, commissioning and maintenance of VRF AC units and connected works in accordance with the "Schedule of Quantities". Employer/Consultants may in their absolute discretion issue further and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.

- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings and written instructions, which may be given by the Consultant/ Bank during the execution of the work.

In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and get approved by the Bank / Consultant prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings for additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.

No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Consultants. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Consultants as provided in Clause “variation”.

Regarding all factory made products for which **ISI marked products** are available, only products bearing ISI marking shall be used in the work.

The whole work including all extra and additional items if any is to be completed within the period of completion as stated in Notice Inviting the Tender and the Contractor will be required, if necessary to work overtime to fulfill the Banks/Consultant’s instruction to complete the work by the stipulated date. No extra payment will be allowed on the quoted rates for such overtime work.

The existing passenger lifts will not be permitted for shifting of materials, debris etc.

3. TENDER

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting.

The works will be paid for as “measured work” on the basis of actual work done on item rate basis and not as “lump sum” contract as per the rate quoted in the Schedule of quantities.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

In the case of items of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum rates as will be assessed to be payable by the Employer/consultants.

If the contractor finds any discrepancies therein he shall convey in writing within 7 days from date of issue of tender, to Bank whose decision shall be final and binding

4. AGREEMENT , INDEMNITY BOND

The successful contractor shall sign a Contract Agreement as per format enclosed as **Appendix 5** and shall pay for all stamps paper charges and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond as per format enclosed as **Appendix 6**.

The contract agreement and Indemnity bond shall be executed within **7 days** from the from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender.

5. PERMITS AND LICENCES

Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The Employer may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any controlled materials in due time on this account or according to his own requirements.

The Employer/consultant shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the contractor.

6. GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The cost, if any, shall be deemed to have been included in quoted rates, taking into account all liabilities for licenses, fees. The tenderer shall indemnify the Employer against any such liabilities in compliance of the local acts, rules.

7. QUOTED RATES

The rates shall be as per the Schedule of Quantities and include the following:

- (i) The rates quoted by the contractor shall be held to include for providing all materials, testing of materials, labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, cutting, wastages, return of packing and all materials and labour and cleaning of work place, everything else necessary for the proper completion of each item of work including overheads and profits.

- (ii) The rates must include in their tender rates quoted for all duties royalties, cess, sales tax, GST or any other taxes or local charges if applicable. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.

- (iii) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

FUNCTIONING BRANCH/OFFICE - Timings of work - Cleaning of site on daily basis

Wherever the works are carried out in functioning branch or office the timings of work shall be beyond the office hours as fixed by the Employer.

The works, all cuttings, waste materials, rejected materials and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work and at completion of **each days** work and to be cleared and carted away from the branch premises / site.

Contractor's quoted rates shall allow for the above factors also.

8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. In case of increase it shall be as per the variation clause.

9. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

10. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

The tenderer will have to deposit the amount specified in the NIT at the time of submission of tender as Earnest Money deposit. No interest shall be paid on the Earnest Money deposit.

The successful tenderer to whom the contract is awarded will have to deposit as Initial security deposit a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within **7 days** from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. No interest shall be paid on the Initial security deposit.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 3% of the gross value of each running bill till the **total security deposit** ,(i.e., the initial Security Deposit plus the retention money) equals the 3% of the total work value.

The total security deposit amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of **defects liability period** provided he has satisfactorily rectified all the defects in accordance with the conditions of the contract. No interest is allowed on retention money & total security deposit.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work **but also for the protection of the public and safety of any adjacent** walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architects.

The contractor shall at all times give access to **workers employed by the Employer** or any men employed on the premises and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders etc. in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

Time of completion: The entire work is to be completed in all respects within the stipulated period stated in the Notice Inviting the tender.

The order to commence the works shall be given by the Bank only after depositing the Initial security deposit, signing of agreement, submission of Indemnity bond, submission of Insurance.

Time is the essence of the contract and shall be strictly observed by the contractor.

Extension of Time: If in the opinion of the Employer/ Bank the works were delayed for reasons beyond control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of the contract works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Consultant/ Bank. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within **14 days** of the date of such request.

While granting extension, the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated time period and authorised extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under **Clause 13** hereof will become applicable.

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

Progress of work: The contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/ consultant. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

13. LIQUIDATED DAMAGES.

Time is the essence of the contract. The completion of the **works** is essential to comply with various requirements of the bank. Thus the contractor shall be aware and take note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under **Clause 12** hereof, the Contractor shall pay the Employer the sum at the rate of 1%(one per cent) of the Contract Value per week of delay subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages" for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

For this purpose the term `Contract Value' shall be value at the contract rates of the work as ordered / accepted.

The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

14. PROTECTION TO WORKS, STORAGE

Protective Measures: The contractor shall make suitable arrangements for watching and protecting the works and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

Contractor shall indemnify the Employer against any possible damage to the building, roads or members of the public in course of execution of the work.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

Storage of materials: The contractor shall provide adequate protection of the materials, work etc., and also other work that may be executed on the site.

All offensive, inflammable materials shall not be stored in the premises.

15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Consultant on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

16. SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

17. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi, GST and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work.

The work must be done in the best workman like manner.

Samples of all materials to be used must be submitted to the Employer/consultant when so directed by the Engineer/ consultant and written approval from Employer/consultant must be obtained prior to placement of order for the material.

Before ordering any material, the Contractor shall get samples of the materials approved from the Bank/ consultant well in time. The samples of materials shall be got tested from approved laboratories at the contractor's cost before approval if ordered by the Bank/ consultant. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.

18. REMOVAL OF IMPROPER WORK, RECTIFICATION, REJECTED MATERIALS

The Employer shall during the progress of the work have power to order for removal of work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/consultant are not in accordance with specifications or drawings or instructions.

All materials / or workmanship which in the opinion of the Bank are / is defective / not confirming to specifications / drawings or un-suitable, shall be removed immediately from the site and shall be substituted/ reworked with proper material and / or workmanship forth with as per drawings, specifications at the cost of the contractors .

In case the contractor refuses to comply with the orders of the Employer/ consultant, then the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor under this contract or any other contract. No certificate, which may be given by

the consultant/ employer, shall relieve the contractor from his liability in respect of unsound work or bad materials.

19 ACCESS

Any authorized representative of the Employer/ consultant shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

20. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the employer/contractor to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials.

The work will from time to time be examined by the consultant, Engineer from the Premises Department along with the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the consultant/Employer.

21. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified staff and competent site engineer for the work who shall be available throughout the working hours to receive and comply with instructions of the Employer/Consultant. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

No labourer below the age of Eighteen years shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
- b) Minimum wages Act
- c) Employer's Liability Act
- d) Workmen's Compensation Act
- e) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- f) Apprentices Act 1981
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.
- h) Indian Electricity Act (IE Act) and follow the rules.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

22. DISMISSAL OF WORKMAN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the employer or any of their officer or employee.

23. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. **The contractor shall submit an indemnity bond in Bank's approved proforma (enclosed under Appendix-6) in a stamp paper. Indemnify the Bank / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.**

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall affect the necessary insurance and indemnify the Employer / consultant entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected **jointly in the name of the contractor and the Employer and the policy lodged with the latter.** The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state and also the workmen/ labours / supervisors employed in the work. Insurance is compulsory and must be affected from the very initial stage before commencement of the work. .

The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

24. INSURANCE (CAR & Employee Insurance)

The Contractor shall, at his own expense insure the works, effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the Employer, for the full amount of the contract. The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) **with Employer as beneficiary against all risk** as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with **7 (seven)** days from the date of receipt of the letter of acceptance of tender.

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, **effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with an Insurance Company approved by the Employer,** a comprehensive policy of Insurance and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor.

The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the consultant may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

25 ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract, if the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

26 . MEASUREMENTS

All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere in this document. Before taking any measurement of any work the Site Engineer/ consultant/ employer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

27. CONCEALED WORK

The contractor shall give due notice to the Employer/consultant 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/consultant 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/consultant shall be accepted as correct and binding on the contractor.

28. INITIAL & INTERIUM PAYMENTS

Initial Mobilization Advance: No mobilization advance will be considered by Bank.

Running Bill payments: All bills shall be prepared by the contractor in the form prescribed by the Employer/ consultant. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in the **Appendix-1**. The bills in proper forms must be duly accompanied by detailed measurements & test certificate in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The consultant shall issue a certificate after due scrutiny of the contractor's bill stating the value of the work executed , amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificate stated in the **Appendix-1** **subject to its correctness and verification by Employer .**

The amount stated in an interim certificate shall be the value of work properly executed and material advance upto 75% of invoiced value of materials brought to site for permanent incorporation into the work after preparation of the previous bill less the amount to be retained by the Employer as **retention money vide clause 10** of these conditions. Advance paid for materials already incorporated in the work shall be recovered.

The material advance shall be admissible only on materials, which in the opinion of the Architect/ employer are imperishable in nature, are genuinely required for use in the work in the near future, are of the required quality and are adequately protected against damage, theft, loss etc.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. In all the above the **Appendix 2, 3 & 4**, shall be followed.

29. FINAL PAYMENT

The final bill shall be submitted by the contractor to the consultant within one month of the date of completion of the work certified by the Architect and payment shall be made within **one month** for such of those items and quantities that in the opinion of the Employer are undisputed.

Payments of final bill shall be made after deduction of Retention Money as specified in **clause 10** of these conditions, which sum shall be refunded as stipulated in **Clause 10**. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

30. VARIATION / DEVIATION

The Employer shall have powers to order additional /non-tendered items or to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing.

The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up-to variation of 25%.

For variation beyond 25%, the rate may be reviewed based on prevalent fair price of labour, materials and other components as per the rate analysis format given in **Appendix- 7**. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 7 days of being directed to execute such items/quantities and the Employer/consultant shall assess the analysis and approve reasonable and justified rate.

No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer / consultant.

31. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/consultant in writing for any such substitution well in advance. Materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/consultant has to be obtained in writing.

32. COMPLETION OF WORK

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 consultant/ Employer shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the consultant/ Employer shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/consultant for further inspection.

The work shall not be considered as complete until the Employer/consultant 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/consultant.

33. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects which may appear during the defect liability period of **one year from the date of completion of the works.**

In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under **clause No.10** under this contract or any other contract together with any expenses the Employer may have incurred in connection therewith.

34. IDLE LABOUR

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

35. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any a part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

36. ESCALATION:

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost of materials, labour, works contract tax, octroi, GST etc. or any other tax. There shall be **NO ESCALATION** on the quoted rates.

The basic rates indicated in Schedule of quantities for material is only to facilitate the Bank to select the material.

37. SUSPENSION OF WORK

If the Contractor:

(i) Having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or

(ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the bank; or

(iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank or

(iv) fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Bank ; or

(v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or

(vi) If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default,

In all the above , the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in **clause 38** (Termination of Contract by Employer).

38. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works

shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Bank shall have the option of terminating the contract without compensation to the contractor.

39. ARBITRATION

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

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

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

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select anyone of the persons name and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

40. CLOSE RELATIVES

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or himself and who are near relative to any Employee of the Canara bank. Any breach of these conditions by the Company or Firm or any other person/ contractor, the tender/work is liable to be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The Bank will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person is also liable to be debarred

for further participation in the tenders in the concerned circle of the Bank. The details shall be furnished in **Appendix 8**.

41. RETIRED EMPLOYEES

A person who is an employee or employed in any department of the Government of India, PSU , Nationalized/ state bank in the last two years shall work as a contractor or employee of a contractor should obtain the prior permission of their employer in writing. This 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 their employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be. The details shall be furnished in **Appendix 8**.

Signature of the Tenderer
With name and address

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

These Special conditions of Contract shall be read in conjunction with the General Conditions of contract, Schedule of quantities, Drawings and any other documents forming part of this contract wherever the context so requires.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the Special Conditions of Contract, shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnance, or variance, prevail.

In case where the specifications in the drawings or those given in schedule of quantities are found wanting the latest IS specifications then CPWD shall hold good.

2. ORDER OF EXECUTION OF DIFFERENT ITEMS OF WORK:

The Bank reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

3. DISCREPANCIES IN DOCUMENTS:

The several documents forming the contract are to be taken mutually explanatory of one another. In the event of any Errors, Omissions and Discrepancies, the same shall be dealt as under:

- ❖ In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
 - Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
- ❖ In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference will be observed.
 - Description in Schedule of Quantities.
 - Drawings.
 - Indian Standard Specifications of B.I.S.
 - CPWD specifications
- ❖ In case of difference between the rates written in figures and the rate in words shall prevail.

- ❖ In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration, decision shall be considered as authentic.

4. DEDUCTIONS AT SOURCE FOR Income tax, GST and other applicable Statutory deductions:

Appropriate deduction as per relevant Income Tax & GST Rules applicable at the time of payment shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted by the Employer to the respective central/ state government authorities on behalf of the Contractor as per Rules.

5. USEFUL DISMANTLED MATERIALS:

Before dismantling any item prior permission of the Consultant/ Employer shall be obtained and seek instructions for measurement, storage of the materials which shall become the property of the Bank unless otherwise stated in these documents / schedule of quantities.

6. NO OVER LOADING OF SLABS:

Floors of buildings shall not be over loaded by stacks or materials during execution of the works without the prior approval of the Bank.

7. APPROVED MAKE OF MATERIALS

The make of the material to be used in the works shall be as per list of approved makes detailed in **Appendix 9** and as per sample got approved from the Bank. A set of specimen samples of all approved materials shall be kept at site or any designated branch of the Bank. The cost of which shall be borne by the Contractor.

All other materials to be used in the works but not covered above but specified in the schedule of quantities (SOQ) including items beyond SOQ shall also be of best of its kind and shall conform to latest Indian Standard Specifications.

8. CORDINATION OF WORKS

Work involves execution in functioning branch of a Bank; it is intended to undertake works with minimum disturbance to the occupants & customers. Hence the execution needs to be carried out meticulously with proper co-ordination and planning. Further the work needs to be carried out with co-ordination with other agencies.

Signature of the Tenderer/Contractor
With name and address

CONDITIONS OF CONTRACT

1. DEFINITIONS:

For the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
 - (ii) 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
 - (iii) 'Bank's representative' means **The Divisional Manager, Canara Bank, Circle Office, Trivandrum** or any person authorized by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
 - (iv) "Contractor" means M/s. _____ or their assigns or successors in office and authorised representative.
 - (v) Deleted.
 - (vi) "Work" shall mean Proposed ***"Supply, Installation, Testing, Commissioning and maintenance of VRF AC units at First and Sixth Floor of CO Building"***
 - (vii) "Site" means **First and Sixth Floor of Canara Bank Circle office, Spencer Junction, MG Road, Trivandrum - 695001**
 - (viii) "Jurisdiction" shall be at Trivandrum City.
2. The Contractor shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services.
3. No personnel employed by the contractor or associate consultant for the work will be liable for any sort of compensation or employment in the Bank.
4. Nature of Works - ***"Supply, Installation, Testing, Commissioning and maintenance of VRF AC units at First and Sixth Floor of CO Building"***

5. SCOPE OF SERVICES

The scope of works shall contain, but not limited to the following:

1. Supply and delivery of all equipment, materials for the captioned work to Bank's site including insurance, packing, handling, transporting, loading / unloading etc. at site. Due to a possible scenario of unavailability of goods lift at the premises, the Contractor must take into account any additional cost likely to be incurred for placing the material at 1st and 6th floor or at terrace of the building.
2. Installation, Testing, Commissioning of VRF System and handing over the system to Bank.
3. Providing regular Inspection and Upkeep of system inclusive of periodic service etc. during warranty and AMC period and also as and when required.

6. ROLES & RESPONSIBILITIES:

The roles and responsibilities and services to be rendered by the contractor are as under:

- a) To carry out the work as per the tender specifications and instructions from consultant and drawings.
- b) To carry out the installation of equipments at the locations mentioned in the tender without giving much hindrance to the working bank
- c) To submit the drawings and test reports to CEA/other statutory bodies and get permission to energize the equipments
- d) To submit the bills as per the terms and conditions mentioned in tender

7. Payment schedule

70% of the cost of the material on completion of delivery of same at site of installation against invoice duly certified the consultant

Remaining amount after successful completion of installation, testing and commissioning of the equipments, subject to deductions.

11. SECURITY DEPOSIT:

An amount equivalent to **3% of the total incl excl. GST** payable to the contractor shall be deducted from the bills towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period detailed under Clause 17.

12. ADDITIONS AND ALTERATIONS:

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and details of any part of the work and to request in writing

additional work in connection there with and the contractor shall comply with such request provide necessary services for completion of such works.

- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the contractor for making changes and additions to the documents due to rendering major part of whole of his work in fructuous, the contractor may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this contract and to be determined mutually unless such changes

13. TIME SCHEDULE:

Commencement of work: The commencement of services will be considered from 2nd day after the date of issue of acceptance letter to the contractor and shall be completed within 90 days

14. As-built drawings:

After completion of the work, the contractor shall prepare the as- built drawings for submitting to CEA and to the bank as a final record along with equipment test reports, approvals etc

15. Liquidated Damages:

The time allowed for carrying out the work as specified in Clause-13, shall be deemed to be the essence of the contract on the part of the Consultant. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the contractor to complete their work within time schedule as specified above or subsequently notified to him, the contractor shall pay as compensation amount equal to **1% or such smaller amount as the Bank may decide on the total tender value for every week that the work remains unfinished after the specified date subject to a maximum of 10%**. The delays at each stage shall be totaled to arrive at the cumulative delay. The cumulative delays solely attributable to the Consultant (including his associates) shall be considered while arriving at the delay.

16. Extension of Time:

If the contractor's work is unavoidably hindered in carrying out the works drawings on account of delayed decision or the approval of drawings, allotment of site for the work the Bank which are necessary to carry out further work beyond the time specified under Clause-13 above, the contractor shall be allowed suitable extension of time by Bank, whose decision shall be final

and binding on the contractor. No claim of any kind shall be entertained from the contractor for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

17. Guarantee

The equipment and installation shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier

18. Restriction / Suspension:

The Bank reserves the right of remove the contractor at any stage and makes if found the quality of their work is not satisfactory and allot the balance worksto some other contractor

The Bank shall have the liberty to omit, postpone or not to execute any work and / or any item of work and the contractor shall not be entitled to any compensation or damages for such omission, postponement, or non- execution including whole of project of the work and / or any item of work due to some internal reasons of the bank

19. Termination or Recession of Agreement:

The Bank without any prejudices to its right against the contractor in respect of any delay or deficient service by notice in writing absolutely determine the contract in any of the following cases;

1. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall arises which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
2. If the contractor is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the contract and when the contractor has made himself liable for action under any of the cases aforesaid the Bank shall have powers:
 - a. To determine or rescind the contract
 - b. To engage another contractor to carry out the balance work debiting the contractor the excess amount if any so spent.

In the event of the termination of the contract by the Bank the contractor shall not be entitled to any compensation or damages by reason of such termination, but only to the fees for the service actually rendered, which have been duly approved by the Bank. The decision of the

Bank as regards the actual work done and the amount of the due to the contractor on the basis of actual work done shall be final and binding on the contractor .

The contractor shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the Contract on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract.

20. Arbitration

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this contract, or covering anything therein contained or arising out of this contract, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or dis-contract exists, be referred to sole arbitration by a person selected by the contractor out of the panel of three names supplied by the Bank and appointed by THE GENERAL MANAGER, CIRCLE OFFICE, TRIVANDRUM within 30 days from such selection by the Consultant.

The arbitration proceedings will be conducted in accordance with and be subject to **The Arbitration and Conciliation Act 1996** as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Trivandrum or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The contractor shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the contract that if the contractor does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the contractor will be deemed to

have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the contract in respect of these claims.

For and on behalf of

M/s. _____

In the Presence Of::

1.

2. Name & Signature of Contractor

TECHNICAL BID

Name of the firm/company	
Postal address with pin code	
Email Address	
Telephone no. office 1	
Telephone No. office 2	
Mobile number	
Contact person (Copy of Photo ID to be attached)	
Year of establishment	
Status of the firm (Proof to be attached)	Proprietorship/ Partnership/ Company
Registration No	
Copy of registration no. of the firm /company	Enclosed/Not enclosed
Name of Proprietor/ Partners/ Directors	
PAN NO	
TIN NO.	
GST NO.	
Copy of Dealer Certificate as per format given in Appendix-13	Enclosed/Not enclosed
EMD amount DD No. And date and bank's name	

Tender fee with DD No. and Bank's Name			
<u>Qualifying criteria</u>			
<p>Please note that only those contractors who have office in Kerala need apply</p> <p>The applicant must have carried out following cost of work (Installation of VRF AC Units) in Govt. organizations, central autonomous bodies, state autonomous bodies, PSUs, Govt. Banks etc. during the last 2 years as on 31.03.2023.</p> <p>a. One work/project costing 80% of cost of work (13.5 Lakhs)</p> <p>b. Two works/projects costing 50% of cost of work (8.40 Lakhs)</p>			
Organisation	Amount in lacs	Nature of Work	Status of Work
		SITC of VRF AC Units	Completed
Copies of work orders and work completion certificates for the given period (during the	Enclosed/Not enclosed		

last 2 years as on 31.03.2023.) (Maximum Three)																					
Name and address of contact persons (client) for verification of work done with telephone number	<ol style="list-style-type: none"> 1. 2. 3. 																				
The applicant must have average annual turnover of at least 60% of the cost of work for last three financial years i.e., 2016-17, 2017-18 & 2018-19.																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 10%;">Sl. No.</th> <th style="width: 20%;">Financial Year</th> <th style="width: 20%;">Assessment Year</th> <th style="width: 50%;">Turnover (in lacs)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2019-2020</td> <td>2020-2021</td> <td></td> </tr> <tr> <td>2</td> <td>2020-2021</td> <td>2021-2022</td> <td></td> </tr> <tr> <td>3</td> <td>2021-2022</td> <td>2022-2023</td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Average</td> <td></td> </tr> </tbody> </table>	Sl. No.	Financial Year	Assessment Year	Turnover (in lacs)	1	2019-2020	2020-2021		2	2020-2021	2021-2022		3	2021-2022	2022-2023				Average		
Sl. No.	Financial Year	Assessment Year	Turnover (in lacs)																		
1	2019-2020	2020-2021																			
2	2020-2021	2021-2022																			
3	2021-2022	2022-2023																			
		Average																			
Copy of CA certificate in their letter head (as per Appendix 10) certifying the average annual turnover and profit for last three financial years. Copies of Audited Balance sheet and P/L A/c statement certified by Auditor for reference.	Enclosed/Not enclosed																				
List of Technical and other staff working for the organization																					
Any other relevant details																					

4. Key personnel permanently employed in your organization*:

Sl No	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other

(*These details can also be furnished in separate page as Annexure duly quoting the para reference)

6. Furnish the details of Awards, Citations etc. received in recognition of your services in projects designed/ associated

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place :
Date :

Name & Signature
of the Contractor

COMPLIANCE SHEET - TECHNICAL SPECIFICATION

A. Make of VRF system offered: _____

Out Door unit:

	ODU-1 (6 hp)	ODU- 2 (8 hp)	ODU- 3 & 4 (10 hp)
Model			
Rated Capacity			
No. of modules			
Rated Capacity of each module			
Type of Compressor			
No. of compressors/ module			
Rating of Compressor			
Rated current of ODU			
Refrigerant used			
Maximum Capacity ratio (Σ IDU: Σ ODU)			
Maximum piping length supported			
Capacity Deration (in %)			
A. Due to ambient conditions at site floor)			
B. Due to excess length of refrigerant circuit			
Rated CoP at standard conditions			
CoP at ambient conditions and with existing pipe length			
a. At 100% load			
b. At 75% load			
c. At 50% load			
d. At 25% load			
Rated kW/ TR at standard conditions			
kW/TR at ambient conditions and with existing pipe length			
a. At 100% load			
b. At 75% load			
c. At 50% load			
d. At 25% load			
Rated EER at standard conditions			
EER at ambient conditions and with existing pipe length			
a. At 100% load			
b. At 75% load			
c. At 50% load			

d. At 25% load			
----------------	--	--	--

Indoor units:

	Regular 4-way Cassette			Split
	2 TR	3.2 TR	4.5 TR	0.8 TR
Model				
Actual Tonnage Offered				
Air Flow (cmh)				
Depth (for cassette AC)				
Maximum Lifting capacity of drain pump (mm)				
Accessories provided				
Whether provision for fresh air given?				

Central Controller

Model	
Maximum no. of IDUs connectable	
Is weekly control of individual units possible?	Yes/ No
Is interlocking among multiple split units possible?	Yes/ No
Maximum no. of events/ alarms/ faults stored	Yes/ No
Is integration with a third party BMS possible?	Yes/ No
Is control from remote location possible?	Yes/ No
Is integration with Fire Alarm System possible?	Yes/ No

B. Make of Inverter standalone Hi-wall split_____

BEE rating of standalone split:

ADDITIONAL INSTRUCTIONS

1. Scope of works comprise the following:
 - a. Supply, installation, testing and commissioning of VRV/ VRF Air conditioning system comprising of Outdoor units on terrace or wherever possible as directed by Bank and ceiling suspended cassette and high wall indoor units at 6th floor and first floor of Circle Office Building. The contractor shall consider all the expenses & risks during the filling of rates in schedule of quantity for working at first and 6th floor and installation of outdoor units.
 - b. Supply, installation, testing and commissioning of centralized remote controller.
 - c. Fabrication and installation of sheet metal / prefabricated duct work for ventilation if applicable.
 - d. Insulation/acoustic treatment of equipment, enclosures, piping and ducting as specified.
 - e. Supply, laying and commissioning of electrical power cables in tray/ wall/ duct.
 - f. Supply, installation, testing and commissioning of necessary controls and safeties along with control wiring.
 - g. Supply, installation, testing and commissioning of Central control station for HVAC equipment.
 - h. All the civil work relating to air conditioning job.
 - i. Painting and final finishing of all the works related with this installation.
 - j. System balancing and prescribed seasonal performance test of all the equipment/system.
 - k. Any other work not covered above to make complete system and comply with the full intent of this contract.
 - l. Continuous joint less pipes must be used for all concealed/ buried/ inaccessible piping. The piping should be routed at site in such a manner, that brazed joints in the refrigerant piping are kept to a minimum.
 - m. All holes in concrete, masonry etc. made by contractor for fixing supports etc. shall be made good and restored to original finish by Contractor.
 - n. After completion all such system shall be tested for leakage. The entire air distribution system shall be balanced to supply the air quantities as required in various zones and rooms to maintain the specified room conditions. Air quantity supplied by the fan unit and delivered through various outlets shall be as specified and quoted.

- o. Angle iron flanges, stiffeners, hangers and supports shall be painted with 2 coats of anti-rust primer and those remaining uncovered shall be further painted with 2 coats of synthetic enamel paints of black colour.
 - p. **Contractor is expected to ensure that the work is carried out to its satisfaction in strict accordance with the layout and specifications approved by the Bank.**
2. The rates quoted for all items including buyback shall be inclusive of all taxes **except GST**. The quantities mentioned are approximate. Final bill will be settled based on actual measurement only.
3. All items shall be mentioned in words in clear & legible capital letters and in the space provided after each item.
4. The cost of Annual Maintenance Charges shall also be one of the criteria in evaluation of cost economics of the tender. Scope of CAMC is as given in Annexure-II of this document. All the activities under this clause shall be completed within the stipulated time.
5. All Civil work such as Masonry work like breaking away and making good of walls, floors slab etc. Required to be executed in the A.C system installation is the part of the scope of project.
(Rate quoted shall include in Low side work items)
6. The entire job shall be executed in Total Co-ordination with the Other Agencies Working on this Project more particularly with the False Ceiling and Electrical work.
7. The contractor will attend to all defects noticed during defect liability period. Within 24 hours from the time of complaint if contractor fails to attend to the defects within 24 hours these defects will be rectified by the bank and the expenditure incurred on this account will be recovered from security deposit or any other money due on time.
8. Bank reserves the right to alter / modify the scope of work any time during the course of execution of work.
9. The work has to be strictly completed before the stipulated time period in all aspect.

10. The supplier should take care of the warranty of any fixtures during warranty period and get it replaced them, if it required.
11. The materials that are used and other accessories should be of the specified make and quality.
12. Any additional type of work and quantity of work over and above the bill of quantity should be got approved before carrying out such works.

ANNEXURE-I CRITERIA FOR EXEMPTION OF APPLICATION FEE/TURNOVER FOR CONTRACTORS/SUPPLIERS

Purchase Preference to Micro and Small Enterprises (MSEs) and Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines.

Vide Notification No. S.O. 2119(E) dated 26.06.2020 Ministry of Micro, Small & Medium Enterprises (MSME) issued the revised guidelines regarding criteria for classification of enterprises as Micro, Small & Medium Enterprises and their mandatory registration in Udyam Portal. All existing enterprises registered under EM-Part-II or UAM (Udyog Aadhar memorandum) required registering again on the Udyam Registration portal.

- 1.1. All MSME registered vendors are required to submit the Udyam Registration Certificate as a proof of registration in order to avail the benefits of a MSME firm.**
- 1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.**
- 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.**

2. Start-up:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.**
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether**

Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.

- 2.3. Further, the Start-ups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite **certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce** and the certificate should be certified by the **Chartered Accountant** (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank.

ANNEXURE-II SCOPE OF COMPREHENSIVE AMC

A) MAINTENANCE DURING DEFECT LIABILITY PERIOD OR WARRANTY PERIOD

1. The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year. During this period any defect observed in the system shall be rectified within 2 days of the observation of the defect and intimation of the same to the firm without any additional cost to the Bank.
2. Supply and replacement of all spares, consumables and parts (including gas charging) required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be quarterly or more depending upon the ambient and site conditions.
3. Penalty for delay in rectification of fault during DLP: The complaints, forwarded by Bank's Engineer/ Caretaker/ user over telephone call/ e-mail/ text message etc. shall have to be rectified within stipulated time failing which penalty as laid down in following table (subject to 10% of AMC charges) shall be levied. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

Nature of Defect	Breakdown description	Stipulated rectification time	Penalty per day
Minor Defects	Indoor units, circuits, filters, fans etc.	12 hours	₹250/- per defect
Major Defects	Compressor, ODU fan motor/ blade etc.	24 hours	₹1,000/- per defect

B) COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) (after the defect liability period)

1. The tenderer shall maintain the AIRCONDITIONING UNITS and associated equipments like VRF units for a period of 9 years after the expiry of defect liability period and ensure that it works as per the tendered parameters.
2. Regular servicing & inspection of the VRV/VRF system should be carried out at least on a quarterly basis by the service provider or as recommended by OEM under its best maintenance practices.

3. The complaints received should be attended within 12 hours of their receipts whereas major repair like replacement/ repair of compressor, gas charging, replacement of fan/ blower motor shall have to be rectified within 24 hours, failing which a penalty of Rs. 250/- per defect per day for minor complaints and Rs. 1,000/- per defect per day (subjected to 10% of annual AMC value) is liable to be imposed.
4. In addition to breakdown maintenance, the agency shall carry out quarterly preventive maintenance of VRF system & submit the report to department accordingly.
5. Income tax, work contract tax would be deducted as per rule whenever required.
6. The contractor shall arrange all the materials, labour etc. required for the work.
7. Material shall be gotten approved from Bank's Engineer before start of work.
8. Watch & ward of the material brought/work done will be the responsibility of the contractor till the work is completed and handed over to the Bank.
9. **The comprehensive maintenance contract includes electrical and electronic system components and accessories repair/ replacement of all faulty parts/ spare parts from ODU, IDU, Inline Fans including electronic, electrical and microprocessor-based controls and displays, remote controls, cables and wires etc. not limited to the same.**
10. **The comprehensive maintenance contract includes Mechanical System components and accessories repair/ replacement of all faulty parts/ spares parts such as compressors, refrigerant circuits, ducting, drain lines, copper tubing along with insulation, fans etc. not limited to the same.**
11. Spares and consumables are to be used of manufacturers make or recommended makes only and shall be approved by Bank's Engineer before usage.
12. Special care and attention be given to ensure that no damage is done to the equipment in terms of: -
 - a) Avoiding leakage of refrigeration gas into the atmosphere through regular checkup and prevention.
 - b) Proper disposal of used oil/wastes as per the company's procedures.
 - c) Usage of eco-friendly chemicals/cleaning agents for de-scaling/coil cleaning etc.
 - d) Every breakdown /preventive maintenance service shall be followed by necessary Service Report indicating details of consumables/spares used separately.
 - e) Compressors for Package (ODU/IDU) units shall be replaced with either Factory reconditioned or new compressors of the same make in case of requirement.
 - f) In case, the insulation/ cladding is removed during breakdown / preventive maintenance works shall be reinstalled/ repaired/ replaced immediately

Tools, Tackles and Measuring Instruments: All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/Overhauling works/ While conducting tests are to be arranged by the Contractor as and when required at no extra cost.

Following items are covered under the scope of comprehensive maintenance:

- a) Various type/ size of indoor units complete with associated display, electronic cards and cordless/ corded remote controller & associated internal control/ power wiring/ regular cleaning of filters, fan motor & any other associated work for proper & specified functioning of indoor units.
- b) Various capacity outdoor units with associated compressor, supply/ filling of compressor oil etc., System electronic cards, IGBT, control/ power wiring, oil recovery system, heat exchanger, condenser motor fan, internal refrigeration circuit & any other associated work for proper & specified functioning of outdoor units.
- c) Refrigerant piping along with all joints etc. including detection/ repairing of leakage, pressure testing with nitrogen gas, vacuum purging, gas recharging/ topping including supply of refrigerant. The repair work shall be carried out in professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of air conditioning system. The scope also includes supply & charging of refrigerant due to any unforeseen circumstances.
- d) Condensate drains water pipe cleaning, detection/ repairing of pipes for any leakage etc. Any other associated work for proper functioning of drain water disposal system.
- e) All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of air conditioning system.
- f) Any other item/ activities associated with proper functioning of comprehensive maintenance of complete air conditioning system deemed to have been included in the scope of work.

Deployment of maintenance staff: The contractor will depute technically qualified, competent and experienced staff for Comprehensive maintenance of air-conditioning system. It may also be note that normally scheduled maintenance activity shall be carried out on Saturday & Sunday or Any Gazetted Holiday for which the contractor will inform at least 24 hours in advance to the Bank's engineer for arranging the entry pass and granting access to Contractor's personnel at site.

Attending complaints:

a) All defects and deficiencies should be rectified promptly after lodging of complaint. The complaint can be lodged by Bank's Engineer/ Caretaker/ concerned user through e-mail/ telephonic message/ text message. For expeditious disposal of complaint, contractor will keep sufficient reserve of unit exchange spare quantity & item to be kept as unit spares shall be jointly decided with Bank's Engineer.

b) The contractor will furnish Telephone No. and his contact person to whom the complaint has to be lodged. A three tier Complaint Escalation Matrix shall be submitted by the Contractor clearly indicating Names, Designations, Telephone numbers and e-mail ID of concerned officials to whom the complaints shall be forwarded.

Maintenance schedules: In addition to attending to complaints, the contractor will be required to carry out prescribed maintenance schedules/ preventive

Penalty Clause for delay in complaint resolution during CAMC period:

Nature of Defect	Breakdown description	Stipulated rectification time	Penalty per day
Minor Defects	Indoor units, circuits, filters, fans etc.	12 hours	₹250/- per defect
Major Defects	Compressor, ODU fan motor/ blade etc.	24 hours	₹1,000/- per defect

Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMS period shall be made on quarterly basis on rendering satisfactory service against invoice raised by the firm. The invoice should be accompanied by duly signed service reports in acknowledgement of services rendered.

Renewal of Comprehensive Annual Maintenance Contract (CAMC):

The service contract shall be renewed for a further additional period of at least 9 years after one-year warranty period (DLP). While renewing the contract the new contract amount will be arrived at based on following formula:

$P_a = P_0 [(15+60x(M_1/M_0) + 25x(L_1/L_0)] / 100$	
P _a	The contract amount for the current year.
P ₀	The contract amount for the previous year.

M ₁	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year. (Ref: Office of The Economic Adviser, Ministry of Commerce and Industry)
M ₀	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year. (Ref: Office of The Economic Adviser, Ministry of Commerce and Industry)
L ₁	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year (Ref: Statistical data for Labour Bureau website, GOI)
L ₀	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year. (Ref: Statistical data for Labour Bureau website, GOI)

APPENDIX-1 IMPORTANT TERMS

- 1 Period of Completion : **Three weeks from the date of work order.**
- 2 Defects Liability Period (DLP) : One year from the date of Completion of work unless otherwise specified.
- 3 Date of Commencement : **Second day** from the date of work order/signing of agreement, submission of Indemnity bond, submission of Insurance , depositing of Initial security deposit OR order to commence the works whichever is later.
- 4 Liquidated Damages for Delay : As mentioned in the **Clause no.13**
- 5 Period of final measurement : 30(Thirty) days.
- 6 Value of work for claiming the Interim Bills : Minimum of Rs.5 (Five) lakhs based on the **accepted measurements.**
- 7 Period of honoring interim Certificate : 15 days from the date of receipt of bill.
- 8 Period of honoring Final Certificate : One month.
- 9 Retention Money : 3% of Interim Bill amount subject to the ceiling of the total security deposit
- 10 Total Security Deposit (Maximum) : As per clause no. 10 of General conditions
- 11 Initial Security Deposit : 2% of accepted tendered sum including EMD

SIGNATURE OF THE TENDERER

APPENDIX-2 RUNNING A/C BILL FORMAT

1. Name of work :
2. Name of Contractor :
3. Accepted contract amount :
4. Date of commencement :
5. Stipulated date of completion :
6. Actual date of completion :
7. Extension, if any :
8. Insurance valid up to :
- a) Workmen Compensation Act
- b) Contractor's all risk Comprehensive
10. Labour license no. and date & valid up to :
11. Serial no. of this bill :
12. No. & date of this bill :
13. Ref. to agreement no. :
14. Earnest money deposit :
15. Total retention money excluding E.M.D as per contract :
16. Total retention money excluding which this bill has been prepared (Date to be mentioned) :

Note: i) if part rate is allowed for any item, it should be indicated with reasons
ii) if ad-hoc payment is made, it should be mentioned specially.

Signature of the Contractor

APPENDIX -3 CERTIFICATE FOR PAYMENT

RUNNING BILL NO. _____ date _____

Total value of the works executed so far: Rs. _____ (A)
Total value of the works till the previous bill: Rs. _____ (B)
Total amount due since previous bill: Rs. _____ (A) - (B)

DEDUCTIONS

Retention money on value of work as per accepted tenders
upto date: Rs. _____
Less: Already recovered (-): Rs. _____
Balance to be recovered: Rs. _____
Total Deduction as per contract: Rs. _____
Any other recovery as per contract (-): Rs. _____
Net amount payable as per contract: Rs. _____

(Rupees _____) in words.

Signature of Architect

APPENDIX- 4 MEASUREMENT CERTIFICATE

1. The measurements on the basis of which the above entries the Running Bill no. _____ were made have been taken jointly on _____ and are recorded at pages _____ to _____ of measurements book no. _____
2. The work recorded in the above-mentioned measurements been done at the site satisfactorily as per tender conditions, drawings and specifications.

Signature of Contractor

Signature of
Site Engineer.

Signature of Architect

Date:

Place:

APPENDIX-5 CONTRACT AGREEMENT FORMAT

This agreement made on this _____ day of the month of ____ in the year two thousand nine (____. 2023) BETWEEN, **Canara Bank** a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore- 560 002, amongst others a Circle office at represented by its duly constituted attorney (hereinafter referred to as Bank) of the **ONE PART** ;

AND

M/s. _____ duly represented by one of its Proprietor/Partner _____, aged _____ years, S/o Sri _____, residing at _____ and having their office at _____ (hereinafter called the Contractor) of the **Other part.**

WHEREAS THE Bank is desirous of undertaking theand has accepted the tender opened on _____,2020 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
 - a) The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , Appendix 1 to .. , Priced schedule of quantities, Tender Drawings.
 - b) Corrigendum to tender document if any.
 - c) Letter from contractor dt. _____ in response to the negotiation meeting discussions held on _____

- d) Letter of Acceptance issued to contractor by Bank - letter No. _____ dt.....
- e) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to execute, complete and perform the works in conformity in all respects with the Tender document as mentioned in the aforesaid documents which shall form part of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

For & on behalf of the
Contractor with seal

For & on behalf of the
Canara Bank with seal

APPENDIX -6 INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Bangalore on this _____ day of _____ month of year two thousand and ____ (2023) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____..

In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore - 560002 and its Circle Office at Spencer Junction, MG Road, Trivandrum- 695001.

Whereas I am the authorized partner of M/s _____, and had applied for prequalification of contractors for

Whereas as my company was shortlisted for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of has been awarded in our favour by Canara Bank, Head office vide their letter

And whereas for undertaking thework, my company has entered into contract agreement with Canara Bank on _____.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. _____ and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect ofand referred to above,

I hereby undertake to indemnify and keep harmless the Canara Bank & its Architect and its officials/ staff from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work **for which I shall be solely responsible.**

Signature of Contractor with seal

APPENDIX-7 FORMAT FOR RATE ANALYSIS OF ITEMS

I. MATERIAL

a) Basic Cost of Material Rs. _____
b) Wastage Rs. _____

II. Labour:
As per Standard Rs. _____

Labour output and labour input required for the Particular item using quoted labour rates.

III. Machinery / Tools Rs. _____

Inputs of Machinery / Tools requirements as per the item and hire charges as per market.

TOTAL (I) + (II) + (III) Rs. _____

IV. Tax Liability Rs. _____

[as per contractual clauses will be added]

V. Add - ½ % for water charges - Rs. _____

½ % for Electricity Rs. _____

VI. Any other Expenditure (please specify) Rs. _____

TOTAL Rs. _____

Contractor Profit & OH - 15% Rs. _____

GRAND TOTAL Rs. _____

TDS will be deducted as per standard norms and recovery shall be made for water and electricity as per tender conditions.

APPENDIX-8 DETAILS OF RELATIVES IN BANK/GOVT./PSU & EMPOLYEEES

1. Detailed List of relatives working in Canara Bank;

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

2. Details List of retired Government / PSU/ Bank employees , employed by the tenderer / contractor :

NAME OF THE RETIRED OFFICIAL	DESIGNATION	NAME & ADDRESS OF THE PREVIOUS EMPLOYER

(*If nil , mark as “NIL” in respective columns)

Name & Signature of Tenderer

APPENDIX -9 LIST OF APPROVED MAKES

VRF/ VRV system	Daikin/ Hitachi/ Mitsubishi Electric/ Carrier/ Toshiba/ Blue star/ Voltas/ O General/ LG.
Power Cables	Polycab/ Finolex/
Thermal Enclosure	Armaflex/ Aerofoam/ K-Flex
Fresh Air/ Exhaust fans	Kruger/ Comefri/ Nicotra/ Systemair/ Caryaire/ Ostberg / Green Hec
UPVC Drainpipe	Astral/ Supreme/ Prince/ Ashirvad
Pre-Filters	Kirloskar/ Dyna/ Klenzaid/ Airtech
Grilles/ Diffusers/ Disc Valves	Cosmos / Dynacraft/ Caryaire/ Systemair/ Air Pruduct/ Air Master
Refrigerant copper piping	As approved by OEM
PVC conduits	Astral/ Supreme/ Prince/ Ashirvad
GI Sheet Steel (120 GSM)	Tata/ Jindal/ SAIL/ Essar

NOTE: Any brands indicated under the items specifications in the bill of quantities will prevail over the above indicated makes. Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank.

Signature of The Tenderer with Seal

APPENDIX -10 CHARTERED ACCOUNTANTS CERTIFICATE FORMAT
(In CA's Letter Head)

No. _____.

Dated. _____

To
The Divisional Manager,
Canara Bank,
Premises & Estate Section,
Circle Office,
Trivandrum - 695001.

Dear Sir,
RFP 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 Year
given as under:-

Financial Year	Turnover (Rs. In Lacs)	Net profit after tax (Rs. In Lacs)
2019-2020		
2020-2021		
2021-2022		

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 letterhead of the Auditor Firm and should be signed by a competent person of the Firm.

APPENDIX -11 UNDERTAKING LETTER IN FIRM'S LETTER HEAD WITH TECHNICAL BID

The Divisional Manager,
Canara Bank,
Premises & Estate Section,
Trivandrum - 695001.

SUBJECT: PECOTVM/VRF/01/2023

Dear Sir,

This has reference to your above RFP published in your banks website and CPPP web site.

We hereby state that we M/s _____ have submitted the above offer documents duly filling at the appropriate places without making any alterations, corrections, omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder with seal

APPENDIX -12 DECLARATION

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Ref: PECOTVM/VRF/01/2023

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 Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

APPENDIX - 13 MANUFACTURERS' AUTHORIZATION FORM

(In original letter head of OEM and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid)

From,

Address of the Manufacturer:

To,
The Divisional Manager,
Canara Bank,
Premises and Estate Department,
Circle Office,
Trivandrum.

Dear Sir,

Subject: Manufacturers' Authorization Form -Reg

We M/s an established and reputable manufacturer of VRF AC units [Product] having Corporate/registered Office at do hereby authorize M/s [insert complete name and address of Bidder] to submit the bid as per above-mentioned tender no. _____ dated _____ and to subsequently negotiate and sign the Contract with you for the supply of goods manufactured by us. This is to confirm that the item(s) as per the tender is/are manufactured by our firm.

We hereby confirm and extend our full guarantee and warranty in accordance with the general conditions of contract, special conditions of contract and Terms & Conditions of tender, with respect to the Goods and services offered by the above firm. Also, we duly authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract. Also undertake to ensure the supply of spare parts for a period of 10 years for the model supplied and to carryout comprehensive AMC for at least Years after the defect liability period of year.

In case, the said firm fails to provide services during defect liability period/AMC the same shall be provided directly/ through authorized dealer within the rate quoted subject to all tender conditions.

We hereby confirm the compliance of the technical specifications submitted by our authorized Bidder.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated: [insert date of signing]

APPENDIX -14 AUTHORIZATION LETTER

To,

The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office, Spencer Junction
MG Road, Trivandrum-695001

This has reference to your above subject Mr/Ms is hereby authorized to attend the bid opening on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
of the Contractor

Signature of Attesting Authority

APPENDIX - 15 CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS

To,

The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office
Trivandrum - 695001

I/We have read and understood the Notice Inviting offer and all its components the draft contract to be entered with the Bank and understood all other relevant particulars.

I/We are fully qualified to provide the professional contract services to the said work and agree with all the contents of this NIT.

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

I/We enclose herewith a Demand draft No..... of Bank for Rs
..... /- towards the Earnest Money deposit.

I/We agree that until a regular contract is executed, this document with the Bank's written acceptance thereof shall constitute a binding contract between us.

DATE:
PLACE:

Signature of the Contractor

PRICE BID

A. AT SIXTH FLOOR

SI No	Description	Unit	Qty	Rate Excl. GST	Amount Excl. GST
A	High side (Supply of Machines and Ancillary)				
1	Supply of following capacity high efficiency VRF / VRV Air conditioning system (2 pipe system /cooling only) with air cooled side discharge condenser units with anticorrosive blue / black coating fins, high efficiency DC motor, electronic expansion valve, control panel with all necessary protection functions, including single phase preventer, enclosed in powder coated GI sheet metal body. Minimum COP of the system shall be greater than 4 under ARI conditions for 100% load and system suitable for R410A refrigerant, complete with all accessories including anti vibration isolators.				
	10 HP (or nominal higher capacity) ODU	Nos	2		
2	Supply of following type & capacity (or nominal higher capacity) VRF / VRV Indoor units comprising of multi speed blower, electronic expansion valve, 10 micron filter, condensate water drain pump with electronic level sensor (for all cassette units) and IR receiver and Supply of wireless remote controller for VRF IDU. All indoor units shall be of the same make & compatible to work with above VRV / VRF type condensing unit.				
2.1	4.5 TR (15.8kW) 4 Way Cassette with front panel	Nos	2		
2.2	3.2 TR (11.2kW) 4 Way Cassette with front panel	Nos	2		
2.3	2.0 TR (7.1kW) 4 Way Cassette with front panel	Nos	1		
2.4	0.8 TR (2.8kW) Highwall	Nos	1		
3	Supply of following capacity inverter split ac with hiwall indoor unit, 5 star rated, IEESR>5, R32 refrigerant, complete with IR remote control				
3a	1.5 TR (4.7kW)	Nos	2		
3b	Supply and installation of 4kVA stabiliser (V-Guard)	Nos	2		
4	Supply of indoor branch distribution refnet joint kits / branch header with insulation	Nos	4		
B	Low side Works				

5	Installation, testing and commissioning of VRF / VRV outdoor units including charging of additional required refrigerant R410A and oil, making refrigerant pipe outdoor termination and jointing, electrical connections, pressure testing etc., to complete the installation in full aspect.				
a)	10 HP side discharge ODU	Nos	2		
6	Supply of MS slotted angles and suitable wall bracket for mounting VRF outdoor units (ODU stand) or alternatively fabrication with MS frame using channels/angle iron sections as required, installation using proper anchor bolts to wall. The frame work shall be applied with primer and thereafter, two coats of enamel paint.	Set	2		
7	Carriage to final position, installation, testing & commissioning of following type VRF Indoor units and inverter split units (ODU+IDU) with suitable mechanical supports, anti-vibration isolators as required, anchor fastener etc., to the existing structure, making refrigerant pipe, drain, additional refrigerant R410A as required, pressure testing and electrical connections etc. complete as per OEM recommendation and provide additional support as and where required				
7.1	4.5 TR (15.8kW) 4 Way Cassette - VRF	Nos	2		
7.2	3.2 TR (11.2kW) 4 Way Cassette - VRF	Nos	2		
7.3	2.0 TR (7.1kW) 4 Way Cassette - VRF	Nos	1		
7.4	0.8 TR (2.8kW) Highwall	Nos	1		
7.5	Inverter split unit (ODU+IDU) with outdoor stand	Nos	2		
8	Supply, installation, testing and commissioning of 18G, hard drawn copper refrigerant piping of required size with 13/19mm thick closed cell elastomeric nitrile rubber insulation in tubing form, making all joints and branches. External Refrigerant piping shall be covered with glass cloth and UV treatment. The size and length of gas & liquid pipes to be check with layout. The cost of suitable support system shall be included				
8.1	6.4 mm	RM	14		
8.2	9.5 mm	RM	80		
8.3	12.7mm	RM	14		

SITCM OF VRF AC SYSTEM AT FIRST AND SIXTH FLOOR OF CO BUILDING, TRIVANDRUM
(REF: PECOTVM/VRF/01/2023)

8.4	15.9mm	RM	60		
8.5	19.1mm	RM	RO		
8.6	22.2mm	RM	12		
8.7	28.6mm	RM	RO		
9	Supply, installation, testing and commissioning of PVC pipe complete with fittings, supports and duly insulated with 9 mm thick closed cell crosslinked polyethylene (XLPE) tubular insulation for condensation drain application.				
	32mm dia	RM	45		
10	Supply and laying of control cables between indoor units and outdoor units through PVC conduits fixed directly to wall / ceiling and making necessary connections.	RM	65		
A	TOTAL FOR HIGH SIDE (SUPPLY OF MACHINES AND ANCILLARY) EXCL. GST, A				
B	TOTAL FOR LOW SIDE WORKS EXCL GST, B				
C1	CAMC FOR ONE YEAR AFTER DEFECT LIABILITY PERIOD VRF UNITS (2 nos. of 10HP ODU and all VRF indoor units at Sixth Floor) CAMC Charges shall not be less than 6% of A+B. If quoted less than 6%, 6% of (A+B) will be considered for arriving at L1				
C2	CAMC FOR ONE YEAR AFTER DEFECT LIABILITY PERIOD Inverter Split Units (2 nos. of 1.5TR) CAMC Charges shall not be less than 4% of A+B. If quoted less than 4%, 4% of (A+B) will be considered for arriving at L1 (Compressor should have min. 5 year warranty)				
	GRAND TOTAL EXCL. GST,A+B+C1+C2				

TOTAL COST SF=A+B+C1+C2 in figures = Rs. _____

In words = Rupees _____

B. FIRST FLOOR

SI No	Description	Unit	Qty	Rate Excl. GST	Amount Excl. GST
A	High side (Supply of Machines and Ancillary)				
1	Supply of following capacity high efficiency VRF / VRV Air conditioning system (2 pipe system /cooling only) with air cooled side discharge condenser units with anticorrosive blue / black coating fins, high efficiency DC motor, electronic expansion valve, control panel with all necessary protection functions, including single phase preventer, enclosed in powder coated GI sheet metal body. Minimum COP of the system shall be greater than 4 under ARI conditions for 100% load and system suitable for R410A refrigerant, complete with all accessories including anti vibration isolators.				
1.1	8 HP (or nominal higher capacity) ODU	Nos	1		
1.2	6 HP (or nominal higher capacity) ODU	Nos	1		
2	Supply of following type & capacity (or nominal higher capacity) VRF / VRV Indoor units comprising of multi speed blower, electronic expansion valve, 10 micron filter, condensate water drain pump with electronic level sensor (for all cassette units) and IR receiver and Supply of wireless remote controller for IDU. All indoor units shall be of the same make & compatible to work with above VRV / VRF type condensing unit				
2.1	3.2 TR (11.2kW) 4 Way Cassette with front panel	Nos	4		
2.2	1.0 TR (3.6kW) Hiwall IDU	Nos	1		
3	Supply of branch distribution indoor refnet joint kits with insulation	Nos	3		
B	Low side Works				
5	Installation, testing and commissioning of VRF / VRV outdoor units including charging of additional required refrigerant and oil, making refrigerant pipe outdoor termination and jointing, electrical connections, additional refrigerant R410A as required, pressure testing etc., to complete the installation in full aspect. jointing, electrical connections etc., complete.				
a)	6 or 8 HP side discharge ODU	Nos	2		
6	Supply of MS slotted angles and suitable wall bracket for mounting VRF outdoor units (ODU stand) or alternatively fabrication with MS frame using	Nos	2		

	channels/angle iron sections as required, installation using proper anchor bolts to wall. The frame work shall be applied with primer and thereafter, two coats of enamel paint.				
7	Carriage to final position, installation, testing & commissioning of following type VRF Indoor units with suitable mechanical supports, anti-vibration isolators as required, anchor fastener etc., to the existing structure, making refrigerant pipe, drain and additional refrigerant R410A as required, pressure testing electrical connections, complete as per OEM recommendation and provide additional support as and where required				
7.1	4 Way Cassette VRF IDU - 3.2 TR	Nos	4		
7.2	Hiwall VRF IDU - 1.0TR	Nos	1		
8	Supply, installation, testing and commissioning of 18G, hard drawn copper refrigerant piping of required size with 13/19mm thick closed cell elastomeric nitrile rubber insulation in tubing form, making all joints and branches. External Refrigerant piping shall be covered with glass cloth and UV treatment. The size and length of gas & liquid pipes to be check with layout. The cost of suitable support system shall be included				
8.1	6.4mm	RM	9		
8.2	9.5mm	RM	52		
8.3	12.7mm	RM	9		
8.4	15.9mm	RM	43		
8.5	19.1mm	RM	10		
8.6	22.2mm	RM	RO		
8.7	28.6mm	RM	RO		
9	Supply, installation, testing and commissioning of PVC pipe line complete with all necessary fittings, supports and duly insulated with 9 mm thick closed cell crosslinked polyethylene (XLPE) tubular insulation for condensation drain application. The pipes shall be routed to the nearest drain point with a slope of 1:100, above false ceiling and connect to PVC line trap / existing floor trap.				
	32mm dia	RM	40		

10	Supply and laying of control cables between indoor units and outdoor units through PVC conduits fixed directly to wall / ceiling and making necessary connections.	RM	70		
A	TOTAL FOR HIGH SIDE (SUPPLY OF MACHINES AND ANCILLARY) EXCL. GST, A				
B	TOTAL FOR LOW SIDE WORKS EXCL GST, B				
C	CAMC FOR ONE YEAR AFTER DEFECT LIABILITY PERIOD VRF UNITS (1 no. of 8HP and 1 no. of 6HP ODUs and all VRF indoor units at First Floor) CAMC Charges shall not be less than 6% of A+B. If quoted less than 6%, 6% of (A+B) will be considered for arriving at L1				
	GRAND TOTAL EXCL. GST, A+B+C				

TOTAL COST FF= A+B+C in figures = Rs. _____

In words = Rupees _____

TOTAL COST FOR FIRST FLOOR WORKS & SIXTH FLOOR WORKS SF+FF IN FIGURES=

Rs. _____ +GST

TOTAL COST FOR FIRST FLOOR WORKS & SIXTH FLOOR WORKS SF+FF IN WORDS=

Rupees _____ +GST