

SUPPORT SERVICES DEPARTMENT, REGIONAL OFFICE, THRISSUR

RIED Square, Building No. 67/2, Aranattukkara Road, Chungam Junction, West Fort, Thrissur - 680004

Email: ssd.rothrissur@unionbankofindia.bank

Tender Ref. No. OR/RO-TCR/GBOD/019/2024-25

Date: 30.04.2024

SUBJECT: AIRCONDITION WORKS OF OUR KODUNGALLUR BRANCH AND ATM AT TELEPHONE BHAVAN, GROUND FLOOR, IRINJALAKUDA - KODUNGALLUR ROAD, STAR NAGAR, NEAR KODUNGALLUR BHAGAVATHY TEMPLE - 680664

TENDER FOR AIRCONDITION WORKS

TENDER SPECIFICATION AND BILL OF QUANTITIES

PRICE BID

Date of issue of Tender	From 03.05.2024 to 09.05.2024
Last date for submission of tender	09.05.2024 sharp 3:00 pm

Owner: Union Bank of India Regional Office - Thrissur RIED Square, Building No. 67/2, Aranattukkara Road, Chungam Junction, West Fort, Thrissur - 680004 Email: ssd.rothrissur@unionbankofindia.bank	Consultant: M/s Kilikar Architechturals B6, Ground Floor, Vantage Point, Vijayaraman Menon Road, Ravipuram, Cochin -682016
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INDEX

<u>DESCRIPTION</u>	<u>PAGE NOS.</u>
FORM OF TENDER	3
NOTICE INVITING TENDER	4
GENERAL RULES AND INSTRUCTIONS TO TENDERERS	5 - 9
ARTICLES OF AGREEMENT	10 - 13
APPROVED LIST OF MATERIALS	17 - 17
SCHEDULE OF QUANTITIES	18 - 19
DRAWINGS	20 - 20

FORM OF TENDER

UNION BANK OF INDIA,
REGIONAL OFFICE - THRISSUR
RIED SQUARE, BUILDING NO. 67/2
ARANATTUKKARA ROAD
CHUNGAM JUNCTION
WEST FORT, THRISSUR - 680004

Dear Sirs,

SUB: Invitation of Tender for 'Air Conditioning works of the proposed UNION BANK OF INDIA, KODUNGALLUR BRANCH AND ATM AT TELEPHONE BHAVAN, GROUND FLOOR, IRINJALAKUDA - KODUNGALLUR ROAD, STAR NAGAR, NEAR KODUNGALLUR BHAGAVATHY TEMPLE - 680664.'

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

I/We herewith deposit (Rupees) by crossed demand draft payable at Thrissur and drawn in favour of Union Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of (Rupees) in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for **120 days** from the date of opening of Price Bid.

I/We enclose the completed tender documents duly signed under two separate sealed envelopes and the Earnest Money Deposit Rs _____ (Rupees _____ only) by Bank Draft / Bank Guarantee No. dated Issued by

Thanking you,

Yours faithfully,

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

Place:
Date :

Witness Signature:
Name:
Address:
Seal:

UNION BANK OF INDIA
NOTICE INVITING TENDER

Union Bank of India, Regional Office - Thrissur invites sealed tenders for the ‘Air-Conditioning works” of UNION BANK OF INDIA, KODUNGALLUR BRANCH AND ATM AT TELEPHONE BHAVAN, GROUND FLOOR, IRINJALAKUDA-KODUNGALLUR ROAD, STAR NAGAR, NEAR KODUNGALLUR BHAGAVATHY TEMPLE - 680664 from **Bank Empaneled Contractors**.

1.	Name of work	‘Invitation of Tender for ‘Air Conditioning works of UNION BANK OF INDIA, KODUNGALLUR BRANCH AND ATM at TELEPHONE BHAVAN, GROUND FLOOR, IRINJALAKUDA-KODUNGALLUR ROAD, STAR NAGAR, NEAR KODUNGALLUR BHAGAVATHY TEMPLE - 680664’
2.	Estimated cost of work	Rs 4,80,550/-
3.	Period of completion	60 days (including holidays) reckoned from the date of issue of the Work Order or handing over of site whichever is earlier
4.	Validity of Tender	120 Days from the date of opening
5.	Defects Liability Period	12 Months from the date of virtual completion of work
6.	Performance Security Deposit	5% of the accepted value of Tender
7.	Liquidated Damages	1% per week of the Contract Value subject to maximum total of 10% of final Contract value
8.	Tender Documents	Tender forms are available on Bank’s website www.unionbankofindia.co.in & Government portal https://www.eprocure.gov.in from 03.05.2024 to 09.05.2024 on all working days during office hours.
10.	Earnest Money Deposit	DD for Rs.24,000/- (Rupees Twenty four thousand only) issued by any Nationalized Bank favoring Union Bank of India, Payable at Thrissur.
11.	Last date of submission of tenders	09.05.2024 upto 3:00pm at UNION BANK OF INDIA, REGIONAL OFFICE - THRISSUR, RIED SQUARE, BUILDING No.67/2, ARANATTUKKARA ROAD, CHUNGAM JUNCTION, WEST FORT, THRISSUR - 680004.
12.	Date of opening Tender	09.05.2024 at 4:00pm at UNION BANK OF INDIA, REGIONAL OFFICE - THRISSUR, RIED SQUARE, BUILDING No.67/2, ARANATTUKKARA ROAD, CHUNGAM JUNCTION, WEST FORT, THRISSUR - 680004

Note:

1. The bank reserves the right to reject any tender/bid without assigning any reason.
2. The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
3. Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.

REGIONAL HEAD
REGIONAL OFFICE - THRISSUR

Signature & Seal of the Tenderer

GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS

- 1 Tenders, should always be placed in sealed cover, with the name of the work written on the envelope “**Air Conditioning works, at UNION BANK OF INDIA, KODUNGALLUR BRANCH AND ATM AT TELEPHONE BHAVAN, GROUND FLOOR, IRINJALAKUDA-KODUNGALLUR ROAD, STAR NAGAR, NEAR KODUNGALLUR BHAGAVATHY TEMPLE - 680664**” will be received by Regional Head, Regional Office Thrissur, Union Bank of India, RIED SQUARE, Building No 67/2, Aranattukkara Road, Chungam Junction, West Fort, Thrissur - 680004
- 2 **Earnest money amounting to Rs.24,000/- (Rupees Twenty Four Thousand only)** in the form of Demand Draft drawn in favour of “Union Bank of India”, payable at Thrissur must accompany each tender. EMD amount will not carry interest. Tender without earnest money will be summarily rejected.
- 3 The Union Bank of India does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 4 The rate quoted by the Tenderer shall be net, up to the stage of incorporation and handing over site. All taxes including or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Union Bank will not entertain any claim whatsoever in this respect.

The rate quoted should be excluding GST.

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

- 5 The Tenderer shall give a list of his relatives working with the Union Bank along with their designations and addresses.
- 6 No employee of the Union Bank of India is allowed to work as a contractor for a period of two years of his retirement from Union Bank service, without the previous permission of the Union Bank Of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Union Bank of India as aforesaid before submission of the tender or engagement in the Tenderers service.
- 7 The tender for works shall remain open for acceptance for a period of 120 days from the date of opening of Tender. If any tenderer who withdraws his tender before the said period, then the Union Bank of India shall be at liberty to forfeit Earnest Money paid along with the tender.
- 8 The tender for the work shall not be witnessed by a Tenderer or Tenderers who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.
- 9 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.
- 10 Transfer of tender documents purchased by one intending Tenderer to another is not permitted.
- 11 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Guarantee / Bank Demand Draft payable to Union Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach

the Bank Guarantee / Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.

- 12 The Bank Guarantee for **Earnest Money shall remain valid for 3 months** from the date of submission of tender. The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and in any case not later than four months.
- 13 The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Bank Guarantee/ Demand Draft towards Performance Security Deposit.
- 14 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
- 15 **The retention amount at 8%** on the value of the bill paid will be held by the Union Bank. **50% of the retention amount will be paid after completion of the project** and balance 50% will be released at the end of Defects liability period, subject to satisfactory rectification of defects noticed, if any. EMD & retention amount held in our Union Bank's books will not carry any interest.
- 16 The acceptance of a tender will rest with the Union Bank and the Union Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Union Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- 17 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 18 All rates shall be quoted on the proper form of the tender alone. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
- 19 An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment along with sealed tender, the same may be considered.
- 20 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Union Bank shall be communicated to the Union Bank.
- 21 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
- 22 The Contractor shall within 7 days of receiving the WORK ORDER submit a **security deposit of 5%** of the accepted contract value in the form of a Demand Draft or Bank Guarantee in an approved format at which stage the Demand Draft or Bank Guarantee submitted in lieu of E.M.D shall be returned. On acceptance of the Demand Draft or Bank Guarantee by the Employer, the Earnest Money Deposit shall be refunded to the Contractor.
- 22 The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye - law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the building secretary/ association. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions

Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.

- 23 The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar dipping's, bricks, steel, shuttering materials or any other material / rubbish.
- 24 Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.
- 25 Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 26 Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
- 27 The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
- 28 The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
- 29 The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
- 30 The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other flats.
- 31 **Only one interim payment is permitted with minimum value of bill shall be of Rs. 2 lakhs.** The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The Employer after detailed scrutiny of the interim bill shall certify full payment within **10 days** of the date of receipt of interim bill from the Contractor subject to submission of documentation as required.
- 32 **The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him in line with central/ state labour wage act whichever higher.**

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any

workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

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

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

Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing paragraphs. In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium amounts for the insurance shall be borne and paid by the Contractor.

Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor/nominated Sub-Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub-Contractor. Such an insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. All the premium amounts shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor / Sub-Contractor may be in their Employer's names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of **Rs. 1 lakh**. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within Seven days of its issue by the Insurer.

- 34 The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.
- 35 The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
- 36 If the work is not started within **7 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistence to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a final notice to the contractor.
- 37 The time allowed for completing the works is **60 days** to be reckoned from **7 Days** from the date of Work Order / date of handing over site whichever is later. Tenderers shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
- 38 If the Contractor fails to complete any or all the works by the date/s named in **Clause 38** (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- 39 The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within **7 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 40 The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within 45 days from the date of proper submission of bill & measurements.

ASSISTANT GENERAL MANAGER ,
UNION BANK OF INDIA,
REGIONAL OFFICE - THRISSUR
GOVT HOSPITAL ROAD,
NEAR KSRTC BUS STATION
ALUVA, THRISSUR - 683101 Kerala

Signature & Seal of the Tenderer

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day ofmonth of between Union Bank Of India and having its Corporate Office at Union Bank Of India, REGIONAL OFFICE - THRISSUR, Union Bank of India, RIED Square, Building No 67/2, Aranattukkara Road, Chungam Junction, West Fort, Thrissur - 680004 (hereinafter referred to as the “Employer”) which expression shall include its successor, legal heirs and assignees of the one part.

AND M/s. having its office at

.....
(hereinafter referred to as the “Contractor”) which expression shall include its successor, legal heirs and assignees of the second part.

WHEREAS the Employer has caused drawings and tender documents for ‘Air Conditioning works’, at UNION BANK OF INDIA, KODUNGALLUR BRANCH AND ATM AT TELEPHONE BHAVAN, GROUND FLOOR, IRINJALAKUDA-KODUNGALLUR ROAD, STAR NAGAR, NEAR KODUNGALLUR BHAGAVATHY TEMPLE - 680664.

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

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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

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

However, interim payment will be made as per the site measurements on Item Rate basis.

3) **Completion Period:**

Time is the essence of the Contract. The work is to be completed in all respects within **60 days** reckoned from **7th day** from the date of issue of the Work Order or handing over of site whichever is earlier. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Earnest Money:**

The Contractor has deposited an amount of **Rs.24,000 /- (Rupees Twenty Four Thousand only)** as earnest money.

5) **Inspection of Site:**

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

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

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

7) **Defective Work / Materials:**

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

8) Inspection of Work:

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

9) Supervision:

The Contractor shall provide one or more competent and technical qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

10) Compliance with Statutory Regulations & Work Rules:

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

11) Determination of Contract:

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

12) Force Majeure:

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

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

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

13) Arbitration:

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

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

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

Witness Address

Employer

Witness Address

Contractor

SCOPE OF COMPREHENSIVE AMC

A) MAINTENANCE DURING DEFECT LIABILITY PERIOD OR WARRANTY PERIOD

1. The tenderer shall maintain the AIRCONDITIONING UNITS and associated equipment like ducts (existing as well as new, if required) etc. at free of cost and ensure that it works as per tender parameters.
2. All spares required for normal operation as per tendered parameters shall be replaced at no extra cost.
3. The number of visits shall be same as stipulated in Comprehensive Annual Maintenance.

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

1. The tenderer shall maintain the AIRCONDITIONING UNITS and associated equipment like duct etc for a period of Four years after the expiry of defect liability period and ensure that it works as per the tendered parameters.
2. The rate of annual maintenance charges shall be furnished for a period of 4 years after the expiry of warranty/defect liability period and the rates quoted shall be binding on the tenderer.
3. The cost of CAM furnished shall also be one of the criteria in evaluation of cost economics.
4. The **Comprehensive Annual Maintenance Charges shall be paid once in six months after satisfactory maintenance** for the previous two quarters (i.e., six months).
All the activities under this clause shall be completed within the stipulated time schedule.
5. Departure from Specification: Schedule of departure from the specification if any, shall be furnished by the tenderer in technical and commercial bid along with implication on the system and cost.

**SCOPE OF COMPREHENSIVE ANNUAL MAINTAINANCE CONTRACT
FOR AIR CONDITIONING SYSTEMS (CAMC)**

The tenderer shall offer the following at no extra cost to the bank.

The rate quoted for CAMC should include the following.

1. The tenderer shall maintain the Air Conditioning System and ensure that it works as per the tendered parameters.
2. All the repairs and replacements of spares shall be carried out which are necessitated due to usage of system as per tender stipulations. However, the repairs and replacements necessitated by loss or damage due to misuse or accident, fire or natural calamities shall be out of the scope of CAMC.
- 3. The tenderer shall inspect the equipment at least once in every three months as a part of preventive Maintenance. This is apart from any breakdown visits that may be required which may emanate in between the two preventive maintenance inspections.**
4. The maximum breakdown time shall be one day from the time of receiving the complaint over phone. If the tenderer is not in a position to set right the defect or repair and put back the AC to working condition within one day, a standby unit to suit the tender parameters should be provided immediately.
5. During the Preventive Maintenance, the tenderer shall inspect/ check the equipment and record the following in log book, which shall be verified and confirmed by the bank's representative.
 - a. AC System: Any malfunctioning of the components, checking the gas pressure, and leakage in the refrigerant pipes and drain pipes.
 - b. Any other remarks regarding the Electrical System:
 - c. Any steps to be taken by bank for working of AC system.

6. During the preventive maintenance inspection, tenderer shall carryout the following apart from the other requirements for functioning of system as per tender parameters and same shall be recorded in a log book which shall be verified and confirmed by bank's representative.

AC System:

- i. General cleaning and water wash of indoor/outdoor units.
- ii. Loose contact.
- iii. Leakages in refrigerant piping and drain piping.
- iv. Pressure check of the refrigerant gas.

7. During the break down calls, the nature of repair carried out, parts replaced etc shall be recorded in the log book.

OTHER TERMS WITH REGARD TO CAMC:

- a. The rate of annual maintenance charges shall be furnished for a period of 4 years after the warranty/Defect Liability Period and rates quoted shall be binding on the tenderer.
- b. The scope and terms of Annual Maintenance Contract like number of monthly visits, items covering under Annual Maintenance Contract, replacement of spares exclusions if any, down time for break down and service calls shall be as mentioned above.
- c. The Bank reserves the right of discontinuing the Annual Maintenance Contract from the contractor during the tenancy of Annual Maintenance Contract.
- d. The cost of Annual Maintenance Charges shall also be one of the criteria in evaluation of cost economics of the tender. All the activities under this clause shall be completed within the stipulated time.

APPENDIX / MEMORANDUM TO CONDITIONS OF CONTRACT

Estimated cost	Rs. 4,80,550.00 excluding GST
EMD	EMD shall be Rs. 24,000/- payable in form of Demand Draft/Pay Order drawn from Nationalized Bank favoring Union Bank of India payable at Thrissur.
Performance security deposit	The amount of performance security shall be 5% of the accepted value of the tender.
Date of commencement	10 th day from the date of acceptance of work order OR date of site possession, whichever is later.
Time for completion of work	As per time schedule given in tender document i.e. 60 days
Retention money to be deducted from the running bills.	8% of accepted tender amount (This amount will be kept with Bank and 50% of the retention amount along with Performance security will be refunded to the contractor without any interest on issue of virtual completion certificate by the Architect. The remaining 50 % retention amount may be refunded to the contractor without any interest in 14 days after the defect liability period (one year), provided the contractor has satisfactorily carried out all the works and rectified all the defects to the satisfaction of the Bank)
Defect Liability Period	Twelve months from the virtual completion. However, if all the works or more than one works awarded to one contractor the defects liability period will be reckoned from the date of virtual completion of last work.
Period of Final Measurement	1 month.
Liquidated damages	Shall be 1% of contract amount per week of delay

	subject to ceiling of 10% of the accepted contract amount.
Value of works for Interim Certificates	Value not less than Rs.2.00 lacs (Rs. Two Lacs only) or as decided by the Bank.
Period for honouring interim certificate.	75% of the bill amount shall be honoured within 14 days after getting certificate from project architect and submitting to the Bank. Balance 25% bill amount payable within 30 days after checking by the Bank.
Return of Retention Money	This amount will be kept with Bank and 50% of the retention amount along with Performance security will be refunded to the contractor without any interest on issue of virtual completion certificate by the Architect. The remaining 50% retention amount may be refunded to the contractor without any interest in 14 days after the defect liability period (one year), provided the contractor has satisfactorily carried out all the works and rectified all the defects to the satisfaction of the Bank
Recovery towards taxes.	As per rules applicable from time to time.

Note:

- The contractors are advised to visit the site before quoting the tender.
- All works to be executed smoothly abiding all the COVID protocol announced by the local authorities/State Government/Central Government.
- Contractors are allowed to work overnight with the necessary statutory clearances if any to be taken by the contractor without creating disturbances to anybody whatsoever.
- The contractor shall remove the debris on a daily basis from the site. The arrangement for disposing off the same shall be the responsibility of the contractor.

Voltage stabilizer for air conditioner (4/5KVA)(170-270V)	V Guard/Microtek
Air Conditioner - Split Inverter AC(5 star) - (.75 ton - 1ton,1.5 ton,1.8ton-2ton)	Blue Star/ Hitachi/ Voltas/ LLoyd
Air Conditioner - Cassette Inveter AC(5/4/3 star) - (2.9 ton - 3.5 Ton)	Blue Star/ Hitachi/ Voltas/ LLoyd
Drain Piping	Finolex, Precision
Electrical Cable	Finolex, Polycab

PRICE BID

NAME OF WORK:- AIR CONDITIONING WORK OF UNION BANK, KODUNGALLUR BRANCH & ATM					
SL.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>MACHINE SIDE</u>				
1	HIGHWALL SPLIT UNITS (3 Star - Inverter type)				
	Supply of Air Cooled Split type Air Conditioners comprising <u>High wall split Indoor Units</u> ,R32 Gas, Outdoor Condensing unit (with copper coil) , isolating valves, thermostatic control, safety cutouts, Power connections, Operating on 230Volts / 50 Hz, Single Phase Supply , and Cordless remote control.(Includes 3 meter copper pipe)				
	MAKE - BLUESTAR/DAIKIN/MISTUBHUSHI				
1.1	1 TR Split Units	NOS	3.00		
1.2	2 TR Split Units	NOS	2.00		
1.3	2 TR CASSETTE UNIT	NOS	1.00		
	Total Value for Machine side (Excluding GST @28%)				
				ADD GST	
	<u>LOW SIDE WORKS</u>				
1	HIGHWALL SPLIT UNITS (3 Star - Inverter type)				
	Installation Testing & commissioning of Air Cooled Split type Air Conditioners comprising <u>High wall split Indoor Units</u> ,R32 Gas, Outdoor Condensing unit (with copper coil) , isolating valves, thermostatic control, safety cutouts, Power connections, Operating on 230Volts / 50 Hz, Single Phase Supply , vibration isolation pads and Cordless remote control.				
	MAKE - BLUESTAR				
1.1	1 TR Split Units	NOS	3.00		
1.2	2 TR Split Units	NOS	2.00		
1.3	2 TR CASSETE UNIT	NOS	1.00		
2	<u>REFRIGERANT PIPING (MAKE:COPPER PIPE-TOTAL LINE,MAXFLOW,UNIFLOW) (MAKE: INSULATIONS - TOTAL LINE,SUPERLOAN)</u>				
	Supply Installation and Commissioning of hard/soft copper Refrigerant piping, complete with fittings, elbows, bends, supporting arrangement on walls (RMT:Suction& Discharge)				
2.1	1 TR Split Units	RMT	10.00		
2.3	2 TR Split Units	RMT	10.00		
2.4	2 TR CASSETTE	RMT	15.00		

3	CONTROL CABLING (MAKE: FINOLEX,V GUARD)				
3.1	Supply & Installation of 2 Core PVC Insulated flexible control cable with saddles / supportes and PVC conduits to connect outdoor unit with Indoor unit	RMT	36.00		
4	DRAIN LINE (MAKE:SUPREME,FINOLEX,ASTREL)				
4.1	Supply & Installation of insulated PVC drain pipe of 25mm dia	RMT	45.00		
5	STABILIZER				
	5 KV Stablizer	NOS	3.00		
	4 KV Stabilizer	NOS	3.00		
6	Concealing of copper pipes/Drain pipes	RMT	RO		
7	Core cutting for copper pipes/Drain pipes	NOS	RO		
8	Transportation, loading and unloading o for the above machines	LOT	1.00		
9	Supply & Installation of timer for split units	NOS	1.00		
	Total value for low side works (Excluding GST @18%)				
					ADD GST
	GRAND TOTAL				
					ADD GST

Note -

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

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Total Amount in words: Rupees.....only

Place:

Signature& Seal of the Tenderer

Date:

