

**NOTICE OF INVITATION TO TENDER FOR AIR CONDITIONING WORKS**

Sealed Tender are invited from AIR CONDITIONING Contractors empanelled with Canara Bank, Circle Office, Agra for the AC Works to be carried out at our ETMADPUR BRANCH RO AGRA2 as per the details below:

1.	Time for Completion	:	30 days from the date of the work order.
2.	Submission of tenders	:	Nature of the document: SINGLE BID CONCEPT. This Tender document comprises of the following: a. Notice Inviting Tenders b. General Rules and Conditions c. List of Makes d. BOQ of the Works Duly filled documents in their prescribed form should be placed in one sealed envelope. The Name of Work & Tenderer must be written on the envelopes in a legible manner.
3.	Date of Issue	:	<b>06.09.2024</b>
4.	Last Date & Time of Submission	:	<b>13.09.2024 up to 03:00 P.M.</b> To, The Divisional Manager, Premises & Estate Section, Canara Bank, Circle Office, Agra.
5.	Date & Time of Opening	:	Will be opened on <b>13.09.2024 up to 03:30 P.M.</b> or any subsequent date as intimated by the bank.
6.	Participants	:	Only Vendor/Contractor empanelled with Canara Bank, CO Agra.

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 reasons whatsoever.

**Internal** Signature of the Contractor (with Seal)

**GENERAL RULES, INSTRUCTIONS AND CONDITIONS**

1. Sealed OFFERS are invited for the for the **supply, installation, testing and commissioning of Cassette AC/ Hi-Wall Split / Window Air-conditioners for:**

**“AIR CONDITIONING WORKS FOR CANARA BANK, ETMADPUR BRANCH RO AGRA2”**

2. Offer shall be on prescribed form only, can be obtained from the above office from Senior Manager, Premises & Estate Section as detailed in Notice Inviting offer and are not eligible to be transferred.
3. The offers are called from Banks panel contractors and it is a part of the condition that **the terms and conditions detailed in the IBA’s construction works manual will be applicable and binding on the contractor.** It is open for the entire contractor to refer the manual, which is available at our section.
4. The works are to be carried out under the supervision of Bank’s Technical Officer. The works shall be carried out strictly according to the specification as specified in the tender and working drawings. Any ambiguity in the specifications / drawings shall be brought to the notice of the Bank & the decision of the Bank in such matters will be final & the same is binding on the contractor.
5. **The Cassette/Hi Wall Split/Window Air Conditioning Machine must be Brand new Five Star Rated.**
6. The AC shall be as per the design, specification in terms of relevant IS codes and manufactured by the supplier/company. The technical details/ brochures of the offered AC equipment shall be enclosed along with offer and the performance details, specification furnished shall be binding.
7. **Time period:** The total time allowed for carrying out of the work shall not exceed the period specified in the NIT i.e. **05 days** counted from the date of written orders to commence the work. The work shall be done in coordination with furnishing/electrical contractor.
8. **The contractor shall on his own expense visit the subject site and acquaint himself with the site conditions necessary for executing the work**
9. The offerers should quote in figures as well as in words the rate, and amount tendered by them. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools, carriage & transport, lift charges, supervision, overheads & profits, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties, any formality with the building society etc. complete for proper execution of the work as per specifications and no claim whatsoever for any extra payment shall be maintainable.
10. **Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the offerers who resort to canvassing will be liable for rejection.**

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11. Offerer shall quote the rates which shall be inclusive of all the incurred cost for materials and services or installation at the site as per the work contract and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.
12. Goods and Service Tax as applicable will be paid as per the applicable government norms at the time of realization of bills. Offerers must quote the rates / total amount exclusive of GST and GST amount shall be mentioned (with %age) separately on the last page of the financial bid.
13. The Bank reserves the right to call for bills or orders placed to the Dealers/ Companies/ Distributors for procurement of material by the Offerer.
14. The Employer 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 offer and offerer shall be bound to perform the same at the rate quoted.
15. **The rate shall hold good for any upward or down ward variation in quantities and no claim on this account will be admissible.**
16. Offerers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their offers as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their offer.
17. The offerer shall note that the work is to be carried out in a running branch premises and hence, contractor should use extra manpower for utilizing the available time. The necessary permission to carry out the works with statutory authorities in night times is within the scope of the contractor and bank will not pay any additional charges.
18. The acceptance of a tender will rest with the employer which does not bind it to accept the lowest quotation, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. **THE EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/ OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.**
19. The work is to be carried out at the Ground floor. The rate shall be inclusive of all conveyance and no extra is payable on the quoted rate on account of the same.
20. The offerer shall note that the work is to be carried out in working Branch. The work should be carried out in coordination with furnishing/electrical contractor and respective branches.

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21. The offerer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the tenderer or his sub-contractors.
22. **Payment Terms:** The interim payment shall be based on the progress of the works after getting the certification from the architects. The bills for interim payment shall be on a format similar to the tender or as prescribed by the bank along with the measurements of the executed work. While considering interim payment the value of materials at site shall not be considered. The number of interim payments allowed is **1(one)**. The interim payment amount payable is subject to deduction of retention money @ 8% (Eight) and other statutory taxes.
23. The work shall be carried out as per the specifications furnished in the bill of quantity, as directed by the Bank.
24. The final bill for the works shall be submitted within one month from the date of completion of works, failing which the Bank reserves its right to treat the bill for the last interim payment itself as the final bill for the work and the contractor has no right to claim any amount against the work.
25. The payment will be made after satisfactory installation & commissioning of the units after certification by the Branch In-Charge/ Bank's Engineer.
26. **RETENTION MONEY:** An amount equal to 5 % of the value of the work executed shall be withheld as security deposit with the bank and the same shall be released without any interest after the defect liability period, subject to clause below.
27. **DEFECT LIABILITY PERIOD:** The DLP is **12 months** from the date of completion of works as certified by the Engineer-in-charge. The works shall be guaranteed for a period of one year from the date of completion of work. Any defect arising during this period due to bad workmanship, quality of materials and others shall be rectified at no extra cost of bank, failing which the bank shall have liberty to engage other agency and recover the cost from the contractor.
28. The contractors shall make his own arrangement for the storage of the materials, without causing inconvenience to the normal working of the office and the security of the material stored shall be at the sole responsibility of the contractors/agency.
29. The contractors can make use of the available facilities at site like, electricity; water etc, with the prior approval of the Bank.
30. Any damage caused to the equipment, furniture, fixtures, decor of the office etc shall be rectified by the contractor at their own cost or the cost of the damages, as decided by the Bank, will be recovered from the contractor.
31. **Contractor shall note that no additional work is to be carried out without the written order from the Bank.**

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32. All makes/brands of materials to be used in the works shall be as per the list of approved makes enclosed to the tender offer. Any make of material not listed shall be got approved by bank before us in works. Bank reserves the right to insist on the makes of materials given in the list and the decision of the bank in choosing the make shall be final and binding on the contractor.
33. The scope of the offer involves offerer to quote Comprehensive Annual Maintenance Contract (CAMC) for 4 years, which shall commence after completion of 12 months of defect liability period/ warranty. The AMC shall be comprehensive inclusive of all spare parts, replenishing of gas, wear/tear parts, including filters electrical and all-inclusive. The AMC cover also includes free replacement of “compressor” in the event of its failure/burn out. “Free replacement” means replacing the “compressor” with a new compressor and does not mean/cover re-winding of the compressor. i.e. Free replacement of compressor in five years (1 year warranty and 4 years AMC period).
34. It shall be a part of the AMC terms that preventive maintenance call shall be once in a quarter and all filters shall be cleaned and AC units shall be checked for its performance. In addition to the above, any break down call shall be attended within 1working day/12 hours. In the event of AC unit needs to be repaired at service center/ suppliers workshop, the offerer shall provide spare working unit till the original unit is repaired/ serviced & re-commissioned.
35. As the work is to be carried out in working branch. The vendor is advised to carry out the work in consultation with Branch In-Charge so that minimum inconvenience to the functioning of the branch.
36. **LIQUIDATED DAMAGES:** Time is the essence of the contract. If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed compensation the amount calculated at 1 percent per week or such smaller amount as may be fixed by the bank on the contract value of the work for every week of delay or part thereof.
- The Employer shall have the right to adjust, / set-off their claim, if any against any sum payable to the contractor under this or any other contract with the Bank anywhere in India/outside India.
37. **Arbitration:** In the event of any disputes, the parties have agreed to settle the same amicably between them, failing which the same will be referred to an independent Arbitrator as may be mutually agreed between the bank and contractor as per the Indian Arbitration Act.
38. **Note:** Any discount offered in percentage by the contractors should be clearly mentioned in figures and as well as word. The offerer should arrive at the discounted amount and the same should be deducted from the quoted rate and Grand total should be arrived at. Any tenderer not adhering this condition, will be liable for rejection.

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I/We have read the offer document, its terms & conditions including clauses contained in IBA's construction works manual, aware of the scope of work, site conditions, specifications and quoted accordingly.

Place :

Date :

**LIST OF MAKES**

**Note: Makes in the Price schedule supercedes this List. All makes shall be IS marked wherever applicable.**

- 1) All materials shall be of the First Quality.
- 2) Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done only after prior approval of the Bank/ Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall not be entertained.
- 3) Read "or equivalent approved" at the end of the list of approved manufacturer/ Sub-contractor / brand for every material.

S.No.	Item Description	Make
1.	AC Units (100% Copper)	Voltas, Daikain, Hitachi, , OGeneral, etc.
2.	Stabilizer	V Guard/Bluebird/Livguard
3.	Copper Pipe	TotaLine/Mettube - Malaysia Copper Tubes, Mandev, Rajco

**Signature of the Contractor/  
Tenderer (With Seal)**

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