



**On-Line Open Request for Tender (e-NIT)  
For**

**Development of Premises for BU Panipat, Haryana by way of SITC of fresh  
Air-Conditioners including installation/commissioning of existing ACs**

**e-NIT Ref. No.JKB/E&ED/SITC-AC/2025-1420  
Dated: 31-05-2025**

Issued by:  
J&K Bank Ltd.  
Estates & Engineering Department,  
Corporate Headquarters, Srinagar,  
M. A. Road Srinagar, 190 001 J&K Tele: 0194- 2502685  
e-mail: [engineering.chq@jkbmail.com](mailto:engineering.chq@jkbmail.com)

### **Disclaimer**

The information contained in this Tender document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this tender is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this tender does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this tender and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this e-NIT. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend, supplement or annul the information in this e-NIT.

### OBJECTIVE OF PROPOSAL

The Tender Details are as under:

e-NIT Reference Number	JKB/E&ED/SITC-AC/2025-1420 Dated: 31-05-2025
Issuing Department Name	Engineering Department CHQ, Srinagar
Scope of Work	Air Conditioning work at BU-Panipat, Haryana by way of SITC of fresh Air-Conditioners
e-Tender Details	SITC of fresh Air-Conditioners at BU- Panipat, Haryana.
BIDs Submission Mode	On-Line through Bank's e-Tendering Service Provider's Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>
Tender Type	Open Tender
Type of Contract	Works
Bidding Type	Indigenous
Base Currency	INR (₹)
Validity of Rates	One year
Consortium	Consortium Bids are not allowed.
Contact details of concerned Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this NIT)	1. Mr Inam Ul Haq (I/C Engineering Deptt. CHQ) 2. Mr. Owies Majeed (Sr Manager) Mechanical Section, Engineering Deptt. CHQ 3.Mr Nisar Ul Nabi (Draftsman) Srinagar, J&K, 190001 e-mail: <a href="mailto:engineering.chq@jkbmail.com">engineering.chq@jkbmail.com</a> , Contact: 9419426084 Landline: 0194-2481930
Bid Document Availability including changes/amendments, if any to be issued	NIT can be downloaded from and submitted on Bank's e-Tendering Services Provider's Portal <a href="http://jkbank.abcprocure.com">http://jkbank.abcprocure.com</a> from June 04, 2025, 16.00 Hrs. to June 25, 2025 17.00 Hrs.

Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal <a href="http://jkbank.abcprocure.com">http://jkbank.abcprocure.com</a> by or before June 12, 2025 17.00 Hrs.
Clarifications to pre-bid queries will be provided by the Bank.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on June 19, 2025.
Last date and time for Bid submission	June 25, 2025, 17.00 Hrs.
Date and Time for Eligibility/ Technical Bid Opening	To be notified separately
Submission of online Technical Bid	As prescribed in Bank's online e-Tender Portal <a href="https://jkbank.abcprocure.com">https://jkbank.abcprocure.com</a>
Tender Processing Fee (Non-Refundable)	Rs.500/- (Rupees Five Hundred Only) to be credited through NEFT only vide below details: Account Name: <b>Tender Fee/ Cost Account</b> 16-digit Account No : <b>9931530300000001</b> IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 <b>UTR Number may be uploaded on E-tendering portal</b>
Earnest Money Deposit (EMD) [Refundable]	Rs.10,000/- to be credited through NEFT/Bank Transfer only vide below details: Account Name: <b>Earnest Money deposit(EMD)</b> 16-digit Account No : <b>9931070690000001</b> IFSC Code: JAKA0HRDCHQ(0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 <b>UTR Number may be uploaded on E-tendering portal</b>
<b>Security Deposit</b>	<b>3.0% of the value of work is to be submitted in the form of CDR/Demand Draft/Bank Guarantee in favour of AGM BSD J&amp;K Bank immediately on the receipt of the PO from the Bank. It should be issued by Scheduled commercial Bank.</b> <b><u>Security Deposit to be submitted by the successful bidder only</u></b>

Eligibility & Technical Criteria	As per tender Document										
CORRIGENDUM	All the Corrigendum will be uploaded on online tender portal <a href="https://jkbank.abcpocure.com">https://jkbank.abcpocure.com</a> only										
For e-Tender related Queries	<p><b>Service Provider:</b> M/s. E-procurement Technologies Limited ( Auction Tiger ) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat</p> <p><b>Help Desk:</b></p> <table><tr><th>Sr. No</th><th>Name</th></tr><tr><td>1</td><td>Sandhya Vekariya - 6352631968</td></tr><tr><td>2</td><td>Suraj Gupta - 6352632310</td></tr><tr><td>3</td><td>Ijlalaehmad Pathan - 6352631902</td></tr><tr><td>4</td><td>Imran Sodagar - 9328931942</td></tr></table>	Sr. No	Name	1	Sandhya Vekariya - 6352631968	2	Suraj Gupta - 6352632310	3	Ijlalaehmad Pathan - 6352631902	4	Imran Sodagar - 9328931942
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(I) NOTICE INVITING TENDER

Tenders are hereby invited by ASSISTANT GENERAL MANAGER (BSD) on behalf of Jammu & Kashmir Bank LTD. Srinagar, J&K for the project:

**a. Basic Tender Details**

Air Conditioning work at by way of SITC of fresh Air-Conditioners at BU-Panipat, Haryana

- b.
- c. Estimated Cost of Work: Approximately **Rs 4.93 Lacs** (including applicable GST for each item)
- d. Detailed tender document consisting of Terms and Conditions, BOQ, Technical Specification, General Terms and Conditions etc. will be available through a link from the Banks website [www.jkbank.com](http://www.jkbank.com) and will be forwarded to <https://jkbank.abcpocure.com>.
- e. The site for the work is available and should be inspected before quoting for this tender.
- f. The time allowed for the carrying out of the work will **be 60 calendar days** from the date of issue of written orders/ email to commence the work, in a phased manner as decided by the Engineer In charge, J&K Bank Ltd., Srinagar.
- g. The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and data which may be required for the purpose of preparation and submission of their bids:
- i) The location of indoor and outdoor units of the proposed ACs
  - ii) Required civil work like making opening in the wall,
  - iii) Feasibility for laying the refrigerant pipes and its route
  - iv) Availability of drain water point at the site
  - v) Availability of Power near the proposed AC location
  - vi) Security gate pass requirements
  - vii) Storage space for the new ACs
  - viii) Permissible working hours at the site
  - ix) any other adverse conditions or hindrance to the installation
  - x) Any demo or presentation is required by Bank before installation
  - xi) traffic regulations, law & order situations in the area
  - xii) Whether AC has to be installed in coordination with other agencies like interior etc
- h. The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.
- i. The Bidders should digitally sign the tender in places indicated and the total amount tendered should also be written in the prescribed form.
- j. The bid document is available online on the website <https://jkbank.abcpocure.com>. **The bidder would be required to register in the web site, which is free of cost. For submission of bids, the bidder is required to have**

**valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA).** Before the deadline for submission of bids, the J&K Bank may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website <https://jkbank.abcprocure.com> under the “Latest Corrigendum”.

## **2.0 Deadline for Submission of Bids**

**2.1** Price Bid is to be uploaded by the Bidder online not later than the date and time indicated in the Appendix.

**2.2** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the J&K Bank shall extend, as necessary, the deadline for submission of bids. The J&K Bank may extend the deadline for submission of bids by issuing an amendment. In such case all rights and obligations of the J&K Bank and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **3.0 Bid Opening & Evaluation**

The J&K Bank inviting the bids or its authorized representative will open the bids online and this could be viewed by the bidders online.

**The Bank will be within its rights to ask the bidder to furnish any document at any point of time during the technical evaluation & failure on part of the bidder to do so within a specified time may lead to cancellation of that particular bid.**

## **4.0 EARNEST MONEY DEPOSIT (EMD)**

**4.1** The Bidder shall submit, as part of its Bid, an EMD in the shape of NEFT/Bank Transfer as per details given above.

**4.2** EMD in any other form other than as specified above will not be accepted. Bid not accompanied by the EMD as above shall be rejected.

**4.3** No interest will be paid on the EMD.

**4.4** The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.

**4.5** EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by the Bank.

**4.6** The EMD shall stand absolutely forfeited:-

- a. If the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the Bank. (or)
- b. After the bid is accepted by Bank, the vendor fails to enter into a formal agreement with the Bank (or)
- c. The bidder fails to pay the initial security deposit as stipulated (or)
- d. The bidder fail to supply the ACs or complete the works within the stipulated time.

## **5.0 Award of Contract**

The Bank (J&K Bank) will award the Contract to the Bidder whose Bid has been determined:

To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be :-

- a) Eligible in accordance with the provisions, and
- b) Qualified in accordance with the provisions; and

**6.0** The J & K Bank reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected



Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

**7.0** The Bidder whose tender is accepted shall execute an Agreement on Rs. 100/- stamp paper reiterating the acceptance of his Execution of work on these item rates and conditions as set forth in the contract.

**8.0** The J&K Bank Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof.

**9.0** Taxes which are admissible for deduction shall be deducted at source at the rates admissible at the time of payment of the bill of contractors.

**10.0** The right of acceptance of a tender will rest with the **Assistant General Manager BSD, J&K Bank Ltd., CHQ, Srinagar** who does not bind himself to accept the lowest tender and reserves with himself the authority to reject any or all the tenders received, without assigning any reason. Any tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

**11.0** Canvassing in connection with tender is strictly prohibited and the tender submitted by a Bidder, who resorts to canvassing, is liable to be rejected.

**12.0** On acceptance of the tender, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from the Engineer In Charge shall be communicated to the **Engineer In charge, J&K Bank Ltd.CHQ.**

**13.0** Special care should be taken to write the rates in figures.

**14.0** The bidder has to bid for all works contained item wise in the BoQ. The Bank has reserved right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

**15.0** The individual rates filled in the Tender shall be inclusive of GST and inclusive of all material plus labour, delivery, transportation, handling, wastage, levies and include ALL costs/overheads to be incurred by the Bidder for executing these works as per the drawings, details, specifications, with the care, expertise and post execution responsibilities outlined in this Tender. No additional claim over the rates shall be entertained later.

**16.0** The Tender for the work includes the Air Conditioning Works as per BOQs, drawings and directions of the Engineer In charge.

**17.0** The Bidder shall inspect the site before submitting the tender.

**18.0** The intending Bidder should not in any way quote more than one rate per item of work. In case the Bidder splits the quantity of any item of work and quotes more than one rate for the same, his tender will be rejected. The Bidders shall quote in figures as well as in words, the rates, & the amount tendered by them. The amount for each item should be worked out and the requisite totals be given.

**19.0** The relevant schematic drawings are available in the office of In Charge Engineering Department CHQ, Srinagar (J&K). The drawings if required can be collected from the said offices during working hours before

the stipulated last date for receipt of the Tender. These drawings merely exhibit the type and nature of work and shall be superseded later by 'Good for Construction' drawings.

**Sd/-**

**Assistant General Manager BSD**

## (II) INSTRUCTIONS FOR BIDDERS

1. Before e-BID, the Bidders, in their interest are advised to inspect and examine the site & its surroundings and satisfy themselves in respect of the site conditions as the Bank shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the Bidders shall be at their risk and cost.
2. Before tendering, the Bidders shall carefully examine the tender documents, general conditions of contract, special conditions of contract, specifications, drawings & other matters referred to therein, the schedules and Bill of quantities and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he should immediately refer the matter in writing to the Engineer In charge for clarification.
3. Selection of the items according to specifications and approved makes will be as per the conditions of the contract and as per the drawing attached. All the items before installing should be approved from Engineer.
4. The Bank will not be responsible and will not pay for expenses which may be incurred or losses to person or property suffered by the Bidder in connection with visits to an examination of the site and in the preparation of his tender for submission.
5. The Bidder (whether or not he submits a tender) shall treat the details of the documents as secret and confidential.
6. The Bank reserves the right to adjust arithmetical or other errors in any tender in the way, which it considers suitable. Any adjustments so made by the Bank shall be stated to the Bidder if the Bank shall make an offer to accept the tender.
7. The Bank does not bind itself to accept the lowest or any tender and has the right to refuse or accept any tender without assigning any reason (s) thereof. The Bank shall also have right either to invite more Bidders for submitting tenders or re-issue the Tenders afresh at their own discretion for which the original Bidders shall have no right of objecting any action taken in this behalf by neither the Bank nor the Bank shall be bound to any explanation in this behalf.
8. All documents of the tender are to be read in conjunction with each other and Bidder shall take this aspect into consideration while quoting the rates.
9. It will be the responsibility of the successful Bidder to keep liaison with the Bank till finalization of Letter of Acceptance or within validity period. No excuse whatsoever will be entertained for not having received the allotment letter/Letter of Acceptance through post or otherwise.

(III) APPENDIX TO FORM OF TENDER

S.No	Particulars	Description
1	Earnest Money / Security Deposit:	<p>₹ 10,000/- (INR Ten Thousand only) to be deposited through Transfer / NEFT only to below A/c:</p> <p>Account Name: Earnest Money Deposit (EMD) 16-digit AC No: 9931070690000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero)</p> <p>Bank: The J&amp;K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&amp;K - 190001</p> <p>UTR Number &amp; Date / Tran No. &amp; Date may be uploaded on e-Tendering Portal as Proof of the EMD</p> <p>(EMD is exempted for all Start-ups as recognized by DPIIT/DIPP)</p>
2	Period of commencement:	Date of issue of letter of acceptance or the date of handing over of site whichever is later.
3	Time of Completion	60 calendar days
4	Reverse Auction	The Tender shall be put to reverse auction after the last date of the submission of bids to get a final successful bidder and work shall be allotted to the lowest bidder after the reverse auction.
5	Liquidated damages for delay:	0.5% (Zero decimal five percent) of Gross Contract value per week or part thereof subject to a maximum 10% of contract value
6	Limit of liquidated damages	Up to a maximum of 10% (Ten percent) of Contract Value.
7	Defects Liability /Maintenance period	12 months from the date of issue of virtual completion certificate as issued by Engineer
8	Retention Money	From each running bill, an amount at the rate of 10% of the gross value of the running bill shall be recovered as retention money .EMD & ISD shall also form the part of the retention money till deposit of 10% of the total contract value, this amount is

		called Total Security Deposit which consist of three components, EMD, ISD & RM. The total security deposit will be kept with the bank ,50% of the total security deposit amount shall be refunded without interest to the contractor on the issuance of virtual completion certificate by the Architect/Bank and the contractors removal of his material ,equipment ,labour force ,temporary sheds stores ,site office etc and on receipt of physical possession of site by the bank .The remaining 50% of the total security deposit may be refunded 15 days after end of defect liability period provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with conditions of the contract
9	Quantities	Quantities as per BOQ liable to change as per work done at site.
10	Running Payments	No running payment shall be done
11	Final Payment	Final payment shall be done after completion certificate by the engineer and joint measurements with the contractor, subject to deductions

(iv)

**FORM OF AGREEMENT**  
(On Stamp Paper 100/=)

ARTICLE OF AGREEMENT made at Srinagar this \_\_\_\_\_ day \_\_\_\_\_ of Two Thousand Twenty Five between J.K. BANK, having its Head office at Maulana Azad Road, Srinagar (J&K), through the ASSISTANT GENERAL MANAGER (BSD) hereinafter called “Bank” (which expression shall include its successors and assigns wherever the contract meaning shall so require or include its successors & assigns wherever the contract meaning shall so require or permit of the one part and M/s. \_\_\_\_\_) hereinafter called the “Contractor” of the other part.

WHEREAS the Bank is desirous of having provided and getting executed, completed and maintain certain works for SITC of fresh Air-Conditioners at BU- Panipat, Haryana.

by way of Air Conditioning Works, enumerated or referred to the Documents forming part of the “TENDER” and acceptance, copies of all of which hereto annexed are designed to form part of this contract and are included in term “CONTRACT” wherever herein used.

AND WHEREAS the Bank accepted the tender of the contractor for the provisions of execution, completion & maintenance of work under defect liability period of the above said work.

AND WHEREAS the individual rates filled in by the CONTRACTOR are inclusive of GST and inclusive of all material plus labour, delivery, transportation, handling, wastage, levies and include ALL costs/overheads to be incurred by the CONTRACTOR for executing these works as per the drawings, details, specifications, of the Engineer with the care, expertise and post execution responsibilities outlined in this Tender. THE CONTRACTOR confirms that no additional claim over the rates shall be entertained later by THE BANK.

AND WHEREAS the contractor has agreed with the Bank to execute complete and maintain during the defect liability period subject to the conditions and instructions set forth herein (hereinafter referred to as “the said conditions”) the works, shown upon the documents forming part of the contract as stated hereinafter, on the item rate basis & as set forth, amounting to the contract sum of Rs. \_\_\_\_\_ (IN WORDS) (hereinafter referred to as “the said contract amount /Price/Sum”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The terms and conditions laid down in the documents stated herein in the Clause shall be read and construed as forming part of this Agreement and the contractor shall abide by, terms and conditions, specifications and rates specified therein and perform agreement in accordance with such conditions”.
2. The following documents shall be deemed to form and be ready and construed as part of this agreement:
  - a. The said tender and Appendix
  - b. Form of Tender
  - c. General conditions of Contract
  - d. The Special Conditions of Contract.
  - e. Specifications
  - f. Preamble to bill of quantities and priced bill of quantities as accepted.

- g. The letter of Acceptance
- h. Other additional documents as required

3. In consideration of the payment to be made by the Bank to the contractor for the work to be executed by him, the contractor does hereby agree with the Bank to provide, execute & complete the said work on or before the date mentioned in the time schedule of completion of work attached to the tender documents strictly as per the contract agreement and shall maintain the same at his own cost during the defects liability period , thereafter perform all such aspects and things in the contract mentioned or described or which are to be implied thereafter or may be reasonable necessary for the completion of the said works and at the time and the manner subject to the terms and conditions or stipulations mentioned in the contract.

4. In consideration of the due provisions, execution and completion of the said works the Bank does hereby agree with the contractor that the Bank will pay to the contractor the respective amount for the work actually done by him and such other sums as may become payable to the contractor under the contract. Such payment to be made at any such time & in such manner as provided for in the agreement.

5 All disputes arising out of or any way connected with this agreement shall be deemed to have arisen in J & K and only the courts at Srinagar shall have jurisdiction to determine the same.

6. The several parts of this contract have been ready by/to us and fully understood by us.

7. This Agreement shall come into effect on \_\_\_\_\_ (the effective date). The agreement shall remain in force for a **60 Calendar days from the said effective date till the envisaged timeframe for completion or actual date of completion whichever is later**

8. Bank shall be entitled to terminate this agreement in case of breach of any of the terms and conditions of this agreement and related tender documents after serving a notice of 20 days on the contractor.

9. That upon expiration or termination of this agreement for any reason whatsoever, the contractor shall;  
i) Immediately refrain from any action that would cause or may indicate any relationship between it and the bank.

ii) Forthwith hand over to the bank, the possession of all the documents, material or any other property belonging to the bank that may be in its possession.

10. The bank reserve the right to terminate this agreement without assigning any reason thereof.

11.The contractor hereby agrees and undertakes to indemnify the bank and keep it indemnified against any loss or damage suffered by the bank on account of any act or omission on part of the contractor.

12 The provision of this agreement, which are intended to survive the term of this agreement by their very nature, shall survive the termination of this agreement. Notwithstanding, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this agreement.

13 The Security deposit will be forfeited by the bank in case of breach of any of the terms and conditions of this agreement.

14 IN WITNESS WHEREOF, the parties have caused their respective common seals to be here unto affixed (or have here unto set their respective hands and seals) the day and the year first above written:

NAME\_\_\_\_\_

NAME\_\_\_\_\_

ON BEHALF OF THE BANK

ON BEHALF OF THE CONTRACTOR

1. SEAL

SEAL

2 ADDRESS

ADDRESS

In Presence of:





## **(v) GENERAL CONDITIONS OF CONTRACT**

### **1. Signing of Contract**

The successful Bidder shall be bound to execute the Agreement within 15 days from the receipt of intimation of acceptance of his Bid by BANK. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

The following documents shall be deemed to form and be ready and construed as part of the contract agreement.

- a) The said Tender & Appendix
- b) Form of Tender
- c) General Conditions of Contract
- d) Special conditions of Contract
- e) Letter of Acceptance
- f) Contract Price
- g) Priced bill of quantities as accepted.
- h) Specifications
- i) Drawings
- j) Other additional documents as required.

### **2. Letter of Intent / Acceptance / Award**

Before signing of the contract, the Bank may issue by registered post or by otherwise, depositing at the registered office of the contractor, letter of Intent / Acceptance to enter into a contract with the contract for the execution of the works in accordance with the contract. Upon issue of such Letter of Acceptance / Intent by the Bank, the Bank shall be deemed to have signified his intention to award the contract, however, the process shall be deemed to be complete only when the contract has been entered into by the Bank & the contractor. However, until a formal contract agreement is prepared & executed, the tender together with the Bank's letter of intent shall constitute a binding contract between the parties, provided the Security Deposit as required under the contract shall have been furnished by the contractor

### **3. Language (s)**

The language in which the contract documents shall be drawn up shall be English.

### **4. Documents Mutually Explanatory**

Except if & to the extent otherwise provided by the contract, the provisions of the conditions of contract shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained & adjusted by the Site Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.

### **5. Contractor's General Responsibilities**

The contractor shall, subject to the provisions of the contract, and with due care & diligence, execute, complete & maintain the works & provide all labour including Supervision, materials, constructional plant & all other things, whether of a temporary or permanent nature, required in and for such

execution, completion & maintenance so far as the necessity for providing the same, excluding those to be provided by the Bank is specified in, or is reasonably to be inferred from the contractor. Temporary electric, water charges & any other extra charges shall be paid by the contractor & nothing shall be paid by the Bank.

The contractor shall carry out and complete and maintain the works in accordance with accepted good engineering practices and using materials and workmanship of the quality and standards therein specified provided that where and to the extent that approval of the quality of materials or of the standards of workmanship is a matter of option, such quality & standards shall be to the satisfaction of the Bank or Engineer in Charge or his Representative.

#### **6. Safety of Site Operations**

The contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works.

#### **7. Absence of Specification**

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the contractor without extra charge. If the contractor requires additional information, he shall, so request in writing, well in advance to commencement of the particular work, to the Engineer Incharge who will issue such detailed information as necessary within a reasonable time.

If, however, during the execution of the works, the contractor shall encounter physical conditions or obstructions constituting Force Majeure and which could not have been reasonably foreseen by an experienced contractor, the contractor shall forthwith give written notice thereof to the Engineer In Charge / Engineer's representative within two weeks after its occurrence and if in the opinion of the Engineer In Charge, such conditions or obstructions until so instructed by the Engineer In Charge except in the event of there being an urgent need to undertake remedial or other works or repairs to reduce risks of injuries or damages to persons or property.

#### **8. Obtaining Information related to execution of work**

No claim by the contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

#### **9. Work to be done to the satisfaction of Bank**

The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Bank & shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Engineer. All execution of works & materials should be as per tender specifications. Materials for which specification is not given in tender in that case prior approval from the bank. Contractor is strictly advised not to use substandard materials. And if any substandard material is used or found then a penalty of two times the difference in cost of standard material less substandard material must be collected from the vendor/ sub-

contractor. i.e.; Penalty= 2x (Cost of Standard Material- Cost of Sub Standard Material) or bank have the right to hold the cost of that particular item and entire amount of the project will not be paid.

**10. Night or Sunday Work**

As the site is in a crowded market, keeping in view the sensitivity of the site, the contractor can be asked to do the work at night, by special order, the contractor would be required to carry out the work at night, without conferring any right on the contractor to claim extra payment for night working. The decision of the Engineer in charge in this regard will be final and binding on the contractor.

**11. Corrupt and Fraudulent practice.**

- It is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice.
- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**12. Liquidated Damages:**

Should the work not be completed to the satisfaction of the Site Engineer within the stipulated period due to Contractors default, the contractor shall be bound to pay to the Bank, a sum calculated as below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at rate of 0.5 % of the contract value for each week of delay subject to maximum of 10 % of the contract value.

**13. Force Majeure:**

- i. The Selected Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, “**Force Majeure**” means an event explicitly beyond the reasonable control of the Contractor and not involving the contractors fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade

embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

iii. Unless otherwise directed by the Bank in writing, the selected contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iv. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the contractor shall hold consultations in an endeavor to find a solution to the problem.

v. Notwithstanding above, the decision of the Bank shall be final and binding on the contractor regarding termination of contract or otherwise.”

#### **14. Electronic Reverse Auction.**

The said work shall be put to electronic reverse auction before opening of the financial bids. Electronic Reverse Auction is a type of auction where the starting price, bid decrement, duration of auction, maximum number of automatic extensions are announced before start of online reverse auction. The shortlisted bidders shall after the start of RA start bidding online in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within the duration of the RA. If a new lower bid is received within last few minutes (say two minutes) of closing time, the closing time may get automatically extended by few minutes (at least five minutes) for others to respond. Maximum number of such extensions may be stipulated (at least five). The most favorable bid at the end of stipulated/extended time will be declared as successful. The Reverse Auction shall be scheduled for a fixed time period. Auctions may be arranged in any combination of time periods for e.g. (a) 1-1/2 hour viz. 1 hour with 6 extensions of 5 minutes each or (b) 1 hour viz. 1/2 hours with 6 extensions of 5 minutes each or (c) Unlimited extensions viz. 1/2 hour with unlimited extensions of 5 minutes each.

All the price bids (Indicative bids) submitted by the vendors shall be kept sealed to the event of e-reverse auction. At the end of reverse auction process the lowest Bidder (L1) will be selected on the basis of Total Price, including taxes.

In case the Prices arrived after Reverse Auction are more than the Indicative prices of any of the vendors, The Lowest Indicative prices of the vendor shall be considered and that vendor shall be declared the Lowest Bidder.

Bidding Example:

The final rates of the items shall be calculated in ratio of total amount quoted by the lowest bidder through reverse auction process and the amount quoted in indicative price bid, wherever specified in tender.

Example:

Indicative Price Bid submitted by vendor:

Item	Rate ®	Qty	Amount
A	100	2	200
B	200	3	600
C	300	4	1200
<b>Total amount in Indicative price Bid</b>			<b>2000/-</b>

The total amount mentioned in indicative price bid is Rs 2,000.00, but the final L-1 amount quoted by the vendor through E-reverse auction is Rs.1,600.00, then the K factor for L-1 vendor will be calculated as under

Ratio K= (Total amount quoted by the lowest bidder through reverse auction process) / (The amount quoted in indicative price bid)

$K = 1600 / 2000 = 0.8$

The item wise final price to be confirmed by the vendor shall be as under:

Item	Final Rate= K*R	Qty	Amount
A	$100 \times 0.8$	2	160
B	$200 \times 0.8$	3	480
C	$300 \times 0.8$	4	960
<b>Total amount worked out after e- reverse auction</b>			<b>1600/-</b>

15. After execution of the agreement with the successful bidder the relation of parties will be on principal to principal basis.

16. The Bidder shall not assign or outsource the works awarded by the Bank without the written consent of the Bank.

17. The successful bidder shall indemnify and keep J & K Bank, its Officers, Directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm or its staff, agents in relation to the performance or otherwise of the services to be provided under the contract.

18. **Dispute resolution/arbitration:** In the case of any dispute arising upon or in relation to or in connection with this agreement between parties, the disputes shall at the first instance be resolved through negotiations. If the dispute cannot be settled amicable within fourteen (14) days from the date on which either party has served written notice on the other of the dispute then any party can submit the dispute for arbitration under arbitration and conciliation Act, 1996. The sole Arbitrator shall be chosen by the bank.

The Place of Arbitrations shall be Jammu, India and the language of the arbitration proceedings and that of the documents and communication between the parties shall be English.

The Decision of the Arbitrator shall be final and binding upon the parties. The expenses of the arbitrator as determined by the arbitrator shall be borne equally.

The parties shall continue to be performing their respective obligation under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.

19. Each Bidder having responded to this NIT acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this NIT documents. The bidder ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this NIT.

20. All Notices or Communications under this agreement shall be first sent to E- mail to such e - mail addresses designated by each party, followed by registered post with acknowledged, where appropriate and required, to the address of each party first written above. A successful e mail delivery shall be treated as sufficient and complete delivery of the notice or communication. A notice by post will be sent by registered post acknowledge to the address set forth below, or such other address as it shall hereafter designate for this purpose:

In the case of a notice to the bank to: **engineering.chq@jkbmail.com**

In the case of a notice to contractor: **Email address registered with the bank**

Such notices shall be deemed to be received within four working days of the same being sent.

**21.** Bank reserves the right to select the next ranked bidder, if after selection the selected bidder withdraws his offer or bank detects wrong or misleading information in the proposal, In case the selected bidder withdraws his offer or if it is found that the information furnished by the bidder is wrong and misleading. Bank reserves right to take action as it deems fit, including forfeiture of EMD, claim for damages against the bidder.

**22. Labour License:**

All the Bidders must necessarily possess a valid Labour license (if applicable) obtained from concerned Govt. labour department. The said license is necessary for executing contract works under relevant provisions of different laws for the time being in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1970. It may be noted that no work order/Allotment shall be issued to the lowest bidders not submitting the relevant labour license.

**23. Subcontracting:**

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 underlet the contract or any 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.

**24. Compliance of statutory regulations**

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 like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewerage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

(VI) SPECIAL CONDITIONS OF CONTRACT

- 1.If the Bank feels necessity of amending the specifications and or installing of any equipment / material which have not been quoted for by the contractor, the same shall have to be installed by the contractor which shall be paid as per actual based on LMR and analyzed as per CPWD Schedule of Rates and analysis.
- 2.The commercial Bids of only those contractors / firms who qualify the prequalification laid by the Bank shall be considered.
- 3.The work shall be carried out strictly according to the terms & conditions, specification, design, drawing and plans. Where specifications do not cover any item, the specifications, terms and conditions of State PWD / CPWD/ PDD in force shall be made applicable. All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.
- 4.No advance payment in the form of site mobilization advance, material advance etc. will be paid to Contractor. Running payments will be released after satisfactory completion of the portion of the works and measurement.
- 5.All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.
- 6.In the event of contract failure Bank reserves the right to terminate the contract after giving 15 days clear notice to the contractor and recover the amount of the loss caused by the damage, failure, default (including the consequent damage) as may be determined by the Assistant General Manager J&K Bank or his authorized representative.
- 7.If any Bidder submits Bid on behalf of an OEM / brand, the same Bidder shall not submit a Bid on behalf of another OEM / brand.



### (VII) Instructions For Installation Of Air Conditioners

1. The Contractor shall carry out and complete the AC installation work as per standard specifications / as stipulated in this contract and OEM's recommendations and to the satisfaction of the Bank. The Bank with approval of Bank issue further written instructions detailed directions and explanations with respect to the specifications, quality or quantity of works or the addition or omission or substitution of any work.
2. Wherever Cassette/split A.C. are planned in the new buildings, necessary openings in wall may be provided by use of 75 mm PVC pipe sleeves at suitable locations for taking refrigerant pipes and cable to outdoor unit, so as to avoid unnecessary cutting / damage to walls at a later stage. The slope of sleeve of PVC pipe should be towards exterior to avoid seepage of water into the room. This opening should be sealed properly after installation to avoid entry of vermin, rodents and rain water.
3. If the Split ACs are installed in the existing buildings, the opening shall be made with suitable drilling equipment with slope towards the exterior wall side for free flow of drain water and avoid seepage of rain water inside. The opening shall be packed with glass wool and finished with cement to avoid entry of rodents through the opening.
4. For condensate drain, 25/32/40 mm PVC pipe be provided as per the site condition alongwith necessary joints such as Tees/Bends etc and taken to nearest drain or up to the stack for collection & disposal of condensate. The slope of such pipe also should be downwards. As far as possible, joints should be avoided in this pipe.
5. The length of connecting refrigerant pipes between outdoor and indoor unit be kept to minimum feasible at site. However, it should be minimum 15 mtrs, as the efficiency of the unit gets severely affected on increase of distance. Where the OEM specifies more than 15 mtrs for the specific model being used, the refrigerant pipe may be increased.
6. The refrigerant pipes should be taken along the walls/ columns etc. duly clamped to their surface by saddles. If walls etc. are not available, tray be used to support the refrigerant pipes.
7. No opening shall be made in the concrete roof to run the refrigerant pipe to avoid damage to the water proofing and leakage of water from the terrace. Where bending of refrigerant pipes is required, proper pipe bending tool should be used to avoid pinching of pipes.
8. The refrigerant pipes should be properly insulated as per the recommendations of the manufacturer of Cassette/split type AC units.
9. The indoor unit shall be fixed on the wall or partition as per the direction/ instructions of the Bank. Care should be taken while fixing on the partition to ensure the holding capacity of the partition, to avoid the IDU from falling and getting damaged or causing injury. The installation of IDU shall be done in such a way to add to the ambience of the Branch. It shall be firmly fixed on the wall / partition.
10. The ODU shall be fixed in the external wall or in the terrace with suitable size MS supports fixed firmly with anchor fasteners or as specified in the BOQ.
11. If number of ODUs are installed in the terrace or external wall, the sufficient distance (vertical and horizontal) between ODUs shall be maintained to ensure optimum and efficient dissipation of Hot air to the atmosphere and to avoid short circuiting of the hot air between ODUs.



ANNEXURE A

PRE-QUALIFICATION FORM

Form to be completed by the bidder giving all the necessary information with supporting documents.

- The bidder must be OEM or must have valid OEM authorization or must have relevant work experience of SITC of Cassette/Split Air-Conditioners of the respective brand offered by bidder
- The Air Conditioners procured for HVAC works should carry valid Test Reports from the OEM (Original Equipment Manufacturer).
- The Contractor Shall Provide Warranty/Guarantee Certificates from the OEM (Original Equipment Manufacturer).
- If any Bidder submits Bid on behalf of an OEM / brand, the same Bidder shall not submit a Bid on behalf of another OEM / brand.
- The Price bid of only those contractors/firms who qualify the pre-qualification shall be opened.

S.No	P a r t i c u l a r	
1	Name of the Firm / supplier.	
2	Complete Address	
3	Year of Establishment	
4	Registration as contractor/ Firm with proof.	
5	GST No. with scanned copy	
6	Name of at least one such type (SITC of ACs) of work costing not less than Rs. 3.95 lacs OR two such types of works costing not less than Rs.2.46 lacs each OR three such type of works costing not less than Rs.1.97 lacs each executed in last 7 years from the date of issuing of tender. The bidder has to attach the following certificates issued by Concerned department for the said work order: a. Allotment letter. b. Performance/Completion certificate letter. c. Copy of the tax deducted at source, certificate from the concerned department where the said work / works has / have been executed duly authenticated by the concerned Agency.	
7	Failed to complete any order (Self Declaration)	
8	Penalty imposed (if any) (Self Declaration)	
9	Technical Data Sheet of Make and Model of ACs to be supplied (to be attached with Documents)	
10	Minimum Average Annual Turnover for last 3 years	

	Rs.1.98 lacs (attach Balance Sheet of the Firm) Or Bank Solvency Certificate of same amount	
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**Annexure B**  
**Specifications, BOQ for Air Conditioning Works**

**BOQ for Air-Conditioning works by way of SITC of fresh Air-Conditioners including Installation/Testing/Commissioning of existing ACs at BU-PANIPAT, HARYANA.**

S.No	Particulars of Items	Unit	Qty
1	SITC of Split AC (Inverter Type) with cordless remote (Cold Mode Only) and Auto restart feature with indoor, outdoor Unit, Gas charge, Copper Condenser coil, copper refrigerant pipe complete in all respect along with 3mtr copper piping insulated with Nitrile Rubber of Class O, 3 mtrs copper wire and 3mtrs Drain pipe with minimum 5 Star rating (with proper hole filling, copper pipe concealed inside wall) including chipping and minor civil work complete with all accessories as required.		
a)	2.0 TR	No.	4
2	Removing/Re-Installation/Testing/Commissioning of existing Air Conditioner (1.50 Ton, Cold mode) ACs including refilling of refrigerant (R410/Eco-friendly)	No.	3
3	Providing and fixing of extra copper refrigerant pipe beyond 3 rmts with nitrile insulation (For measurement liquid and supply lines to be taken as single measurements)	rmts	145
4	Providing and Installation of drain (PVC TYPE) 32/25mm with necessary fittings make Finolex/Prince/Equivalent	rmts	110
5	Supply and installation of cable from outdoor unit to indoor unit.		
a	3 core 4.0 sq.mm	rmts	90
b	3 core 2.5 sq.mm	rmts	70
6	Cutting/Chipping of Wall/Floor for laying of Copper Pipes, PVC Drain and Electrical Cables of different dia and making the said walls floor good by necessary cement plaster etc.	rft	200
7	Providing and fixing of Angle Stands for installation of AC Outdoor Units	No	7
8	Providing and fitting of slot G.I strip (Section 40x40x2 mm) width 8" for copper pipe laying with necessary adjustable studs duly fastened with dash fasteners at both sides with the slab	No	50

	and necessary nuts and bolts so that said strip withstands the load of copper piping		
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Annexure C  
LIST OF APPROVED MAKES AND TECHNICAL SPECIFICATIONS

S.NO	Item	Approved Makes/Brands
1	Cassette/Split type Air-Conditioners	1.Mitsubishi Heavy 2.Daikin 3.O'General 4.Carrier 5.Toshiba 6.Bluestar 7.Hitachi Or Equivalent **
2	Copper Cable	Polycab/Havells/Fineolex/KEI
3	Nitrile Rubber	AERO/Vedoflex/Flex/Armacell or approved equivalent
<b>Technical Specifications</b>		
1	Tonnage	1.5TR and 2.0 TR
2	Compressor Type	Rotary/Scroll
3	Condenser	Copper
4	Star Rating	3 STAR
5	ISEER Rating	Minimum 4.0
6	Power Source	230V / 50HZ / 1PH
7	Refrigerant	R410/ ECO-FRIENDLY

NOTE: The Successful Bidder shall use only above mentioned material or equivalent make subject to the approval of the department. All other materials shall confirm to the specifications laid down. The Bidder shall take this into account while tendering rates/prices.

Annexure D

Price/Commercial Bid Format

BOQ for Air-Conditioning works by way of SITC of fresh Air-Conditioners including Installation/Testing/Commissioning of existing ACs at BU-PANIPAT, HARYANA.					
S.No	Particulars of Items	Unit	Qty	Rate Rs.(inclusive of GST)	Amount Rs. (Inclusive of GST)
1	SITC of Split AC (Inverter Type) with cordless remote (Cold Mode Only) and Auto restart feature with indoor, outdoor Unit, Gas charge, Copper Condenser coil, copper refrigerant pipe complete in all respect along with 3mtr copper piping insulated with Nitrile Rubber of Class O, 3 mtrs copper wire and 3mtrs Drain pipe with minimum 5 Star rating (with proper hole filling, copper pipe concealed inside wall) including chipping and minor civil work complete with all accessories as required.				
a)	2.0 TR	No.	4		
2	Removing/Re-Installation/Testing/Commissioning of existing Air Conditioner (1.50 Ton, Cold mode) ACs including refilling of refrigerant (R410/Eco-friendly)	No.	3		
3	Providing and fixing of extra copper refrigerant pipe beyond 3 rmts with nitrile insulation ( <b>For measurement liquid and supply lines to be taken as single measurements</b> )	rmts	145		
4	Providing and Installation of drain (PVC TYPE) 32/25mm with necessary fittings make Finolex/Prince/Equivalent	rmts	110		
5	Supply and installation of cable from outdoor unit to indoor unit.				
a	3 core 4.0 sq.mm	rmts	90		
b	3 core 2.5 sq.mm	rmts	70		
6	Cutting/Chipping of Wall/Floor for laying of Copper Pipes, PVC Drain and Electrical Cables of different dia and making the said walls floor good by necessary cement plaster etc.	rft	200		
7	Providing and fixing of Angle Stands for installation of AC Outdoor Units	No	7		

8	Providing and fitting of slot G.I strip (Section 40x40x2 mm) width 8" for copper pipe laying with necessary adjustable studs duly fastened with dash fasteners at both sides with the slab and necessary nuts and bolts so that said strip withstands the load of copper piping	No	50		
Total of the items above including applicable GST for each item (Rs.)					