



**On-Line Request for Open Tender (e-NIT)
For
SITC of Hot & Cold Split Type Air Conditioners for CPC Nawai Subh,
Srinagar.**

**e-NIT Ref. No.: .JKB/E&ED/SITC-AC/2025-1516
Dated : 09-09-2025**

Issued by:
J&K Bank Ltd.
Estates & Engineering Department,
Corporate Headquarters, Srinagar,
M. A. Road Srinagar, 190 001 J&K Tele: 0194- 2502685
email: 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/2025-1516 Dated : 09-09-2025
Issuing Department Name	Estates & Engineering Department, Corporate Headquarters, M.A.Road Srinagar 190 001 J&K
Scope of Work	Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) Works for CPC Nawai Subh
e-Tender Details	Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) Works for CPC Nawai Subh, Srinagar.
BIDs Submission Mode	On-Line through Bank's e-Tendering Service Provider's Portal https:// jkbank.abcprocure.com
Time of Completion	-----
Tender Type	Open
Type of Contract	Works
Bidding Type	Indigenous
Base Currency	INR (₹)
Validity of Rates	6 Months
Consortium	Consortium Bids are not allowed.
Contact details of issuing Department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this NIT)	1. Mr. Basharat Ahmed Wani (I/C E&ED) 7006231581 2. Owais Majeed (Manager) 9419426084 3. Shahnaz Sidiq (Manager) 6005312231 4. Nisar u Nabi (Draftsman) 9419027096 Estates & Engineering Department, Corporate Headquarters, M.A.Road, Srinagar J&K 190 001 e-mail: engineering.chq@jkbmail.com
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 https://jkbank.abcprocure.com from September 11, 2025, 16.00 Hrs. to September 25, 2025 17.00 Hrs.
Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcprocure.com by or before September 17, 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 September 20, 2025 .
Last date and time for Bid submission	September 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 https:// jkbank.abcprocure.com
Tender Processing Fee (Non-Refundable)	Rs.500/- (Rupees Five Hundred Only) to be Credited through NEFT only vide below details: Account Name: Tender Fee/Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number /Tran No. & Date may be uploaded as proof on e-Tendering Portal
Earnest Money Deposit (EMD) (Refundable)	₹ 5,500/- (INR Five Thousand Five Hundred Only) to be Credited through Transfer / NEFT /Bank Transfer to below Details: Account Name: Earnest Money deposit (EMD) 16-digit Account No : 9931070690000001 IFSC Code: JAKA0HRDCHQ(0 denotes zero) Bank: The J&K Bank Ltd Branch: Corporate Headquarters MA Road Srinagar J&K - 190001 UTR Number / Tran No. & Date may be uploaded as proof on e-Tendering Portal
Performance Security	The Successful Bidder immediately after the award of Work order/PO has to submit Performance Guarantee favour of Assistant General Manager (BSD), J&K Bank equivalent to the amount of 3% of the total contract value.
Eligibility & Technical Criteria	Name of at least 3 such types of works (SITC of Air Conditioners)/supply orders costing not less than Rs.1.07

	lacs each OR 2 such type of work/supply orders costing not less than Rs 1.34 lacs OR single work order of Rs.2.14 lacs each executed in last seven years For further details, please see the Pre-qualification documents										
CORRIGENDUM	<u>All the Corrigendum will be uploaded on online tender portal https:// jkbank.abcpocure.com only</u>										
For e-Tender related Queries	Service Provider: M/s. E-procurement Technologies Limited (Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad- 380006, Gujarat Help Desk: <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 Deputy General Manager (BSD) on behalf of Jammu & Kashmir Bank LTD. Srinagar, J&K for the project: **Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) Works for CPC Nawai Subh.**

Estimated Cost of Work: - a. Approximately **Rs2.67 Lacs (inclusive of all taxes) for Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works for CPC Nawai Subah, Srinagar.**

1. 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 and will be forwarded to [https:// jkbank.abcprocure.com](https://jkbank.abcprocure.com)
2. The site for the work is available and should be inspected before quoting for this tender.
3. The time allowed for the carrying out of the work will be **60** calendar days from the date of issue of written oorders/ email to commence the work, in a phased manner as decided by the Engineer In charge, J&K Bank Ltd., Srinagar.
4. The Bidders should digitally sign the tender in places indicated and the total amount tendered should also be written in the prescribed form.
5. The bid document is available online on the website [https:// jkbank.abcprocure.com](https://jkbank.abcprocure.com) . The bid document can be downloaded free of cost, however, the successful bidder is required to submit a security deposit of specified amount in the shape of CDR at the time of formal allotment which will be valid till 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”.
6. **Documents Comprising the Bid**
 - The Bid submitted by the Bidder shall be in two separate parts:-

Part I This shall be named as Technical Bid Cum Eligibility Criteria of Bid and shall comprise of:-

- I. Form of bid for Part I of the bid, as per format given (to be submitted online).
- II. Proof of Tender Fee (**UTR No. / Tran No. & Date**) for the cost of the Tender documents.
- III. Proof of EMD (**EARNEST MONEY DEPOSIT**) (**UTR No. / Tran No. & Date**).
- IV. Authorized address and contact details of the Bidder having the following information:-

Address of communication:

Telephone No. (s): Office:

Mobile No.:

(FAX) No.:

Electronic Mail Identification (E-mail ID):

V. Prequalification documents with the scanned copy of allotment letters/supply orders,

performance/ completion certificates, complete brochure of quoted machines, relevant TDS certificated and Undertaking as specified.

VI. Undertaking that the bid shall remain valid for the period specified.

VII. Any other information/documents required to be completed and submitted by bidders, as specified and

VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

Part II: Commercial/Price- Bid. The commercial bid shall include price bid for the said job. The contents of the Technical Bid and Commercial bid shall be as specified. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

Submission of Original Documents

The lowest bidder (L1) is required to submit (i) original copy of NEFT receipt towards the cost of bid document and (ii) original CDR and (iii) complete brochure of quoted machines (iv) original affidavit regarding correctness of information furnished with bid document by hand within two working days of opening of financial bids. These documents must match the scanned copies submitted along with the bids online. In case, of any deficiency/discrepancy in this respect, it will be treated as mis-representation by such bidder & work shall be put to fresh tender at his risk and cost. Such a bidder shall be liable to be debarred for participating in bids under J & K Bank for one year.

The Bid Security/Earnest Money Deposit may be forfeited in case of breach of any of the terms and conditions of RFP and:

- (a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; and /or
 - (ii) Furnish the required Security Deposit.
- (c) in case of breach of any terms and conditions of this RFP.

A) Deadline for Submission of Bids

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

B) Bid Opening & Evaluation

Bid Opening

- 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 file containing the Part-I of the bid will be opened first.

- In all cases, the amount of earnest money deposit, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Bank may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.
- Evaluation of Part-I of bids with respect to earnest money deposit, Prequalification information and other information furnished in Part I of the bid, shall be taken up and completed within Ten working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part-II of bids are eligible for opening.
- The Bank shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Bank, the bids will be opened at the appointed time and location on the next working day.
- Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Bank may consider appropriate will be notified online by the Bank at the time of bid opening.
- Post opening of the commercial bids, The Bank shall be entitled to complete the entire procurement process through a **single Electronic Reverse Auction or in multiple Electronic Reverse Auctions**. The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

c) Award of Contract

Award Criteria

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

- (i) 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
 - (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest.
- 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. 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. J&K Bank Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof.
 9. 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. The right of acceptance of a tender will rest with the **Deputy 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. Canvassing in connection with tender is strictly prohibited and the tender submitted by a Bidder, who resorts to canvassing, is liable to be rejected.
13. 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. Srinagar.**
14. Special care should be taken to write the rates in figures.
15. 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.
16. 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 the such 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.
17. The Tender for the work includes the Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works as per BOQs, drawings and directions of the Engineer In charge.
18. The Bidder shall inspect the site before submitting the tender.
19. 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.

Sd/-

Deputy General Manager BSD

Tender Process

- i. Two-stage bidding process will be followed. The response to the tender should be submitted in two parts: Technical Bid and Commercial Bid through online e-tendering portal with a tender document fee and earnest money deposit mentioned in tender.
- ii. The commercial Bids of only those bidder/service provider s/firms who qualify the pre-qualification laid by the Bank shall be considered.
- iii. On the basis of submitted commercial offers and subsequent e-reverse auction, bank will enter in to contract with the selected bidder for **Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works for CPC Nawai Subah** of the contract will be non-negotiable for the contract period and no revision will be permitted. This includes changes in taxes or similar government decisions.
- iv. This contract will be awarded for **Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works for CPC Nawai Subah** made by the successful bidder is found to be unsatisfactory or if at any time it is found that the information provided by the service provider is false, the Bank reserves the right to revoke the awarded contract without giving any notice to the service provider. Bank's decision in this regard will be final.
- v. If successful bidder is unable to fulfill the orders within the stipulated period, then the Bank will have the right to allot those unfulfilled orders to other participating service providers after giving 20-days' notice to the defaulting Service provider. Bank will have the right to cancel the contract and award the contract to other participating service providers.
- vi. The 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.
- vii. The bidder shall have no right to terminate the agreement.
- viii. That upon expiration or termination of this Agreement for any reason whatsoever, the service provider shall immediately refrain from any action that would cause or may indicate any relationship between it and the bank and handover to the bank, the possession of all the documents, material or any other property belonging to the bank that may be in its possession.

(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:	Rs.5,500/- to be deposited to the prescribed account through NEFT or Transfer only. UTR No. / Tran No. Tran dates be uploaded on the e-Tendering Portal as Proof. However, the successful bidder is required to submit a security deposit of 3% of the lowest bid amount in the shape of CDR at the time of formal allotment which will be valid till the validity of current empanelment or end of defect liability period whichever is later.
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	Payments shall be done on running bills on detailed measurement against work done at site.
11	Final Payment	Final payment shall be done after completion certificate by the engineer and joint measurements with the contractor, subject to deduction retention money which will be released after successful completion of defect liability period.

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

ARTICLE OF AGREEMENT made at Srinagar this __day of Two Thousand Twenty between J.K. BANK, having its Head office at Maulana Azad Road, Srinagar (J&K), through the Deputy 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 **Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works for CPC Nawai Subah**, 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 the such 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/Jammu 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. Extent of Contract

The contract comprises the construction, completion & maintenance of the works & except in so far as the contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works & everything whether of a temporary or permanent nature required in and for such construction, completion & maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

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. Contract Agreement

Within 10 days after the issue of letter of acceptance, the contractor shall have to enter into a written deed of agreement incorporating all the terms & conditions as embodied in the Tender Documents or modified subsequently in writing and those contained in the letter of acceptance, with the Bank. The contractor shall not sub-contract the work without written permission of the Bank.

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.

4. Language (s)

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Work to be 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 sub standard material must be collected from the vendor/ sub-contractor. i.e.; $\text{Penalty} = 2x (\text{Cost of Standard Material} - \text{Cost of Sub Standard Material})$ or bank have the right to hold the cost of that particular item and entire amount of the project will not be paid.

11. 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.

12. 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.

13. 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 uncompleted 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.

14. 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.”

All costs and expenses incurred by interested bidders in any way associated with the development, preparation and submission of responses, including but not limited to the attendance at meetings, discussions etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

15. 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
Total amount in Indicative price Bid			2000/-

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

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

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

18. 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.

19. **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 **Srinagar/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.

20. 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.

21. All Notices or Communications under this software maintenance 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.

22. 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.

23. 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.

24. Security Deposit:- EMD to the tune 2% of estimated cost is to be submitted with the tender documents. However, this being an open tender, the agency quoting the lowest bid has to submit a security deposit of 3 % of the bid amount for a particular work. The security deposit shall be retained till the empanelment is valid or defect liability period of the particular work, whichever is later. Pertinently, an agency getting multiple works through the tendering process shall have to deposit security deposit for every work, subject to a maximum aggregate ceiling kept by the Bank for a particular category an agency is empanelled in.

(VI) SPECIAL CONDITIONS OF CONTRACT

- 1. The contractor shall provide Warranty/Guarantee certificates from the OEM for the items supplied as offered by the brand.**
- 2. 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 actuals based on LMR and analyzed as per CPWD Schedule of Rates and analysis.**
- 3. The commercial Bids of only those contractors / firms who qualify the prequalification laid by the Bank shall be considered.**
- 4. Any shortfall of the Documents if found during the technical evaluation process can be sought from the Bidder/s by giving notice and submission date. The shortfall documents can be then submitted through mail communications otherwise the bids can be rejected.**
- 5. 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 **UT** 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.**
- 6. 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.**
- 7. All other terms and conditions not covered but in vogue in the CPWD shall hold good and form a part of the e-NIT.**
- 8. In the event of contract failure Bank reserves the right to terminate the contract after giving 20 days clear notice to the contractor and recover the amount of the loss caused by the damage, failure, default (including the consequently damage) as may be determined by The Vice President J&K Bank or his authorized representative.**

ANNEXURE A (ELIGIBILITY CRITERIA/PRE-QUALIFICATION FORM)

PRE-QUALIFICATION FOR Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works for CPC Nawai Subah, Srinagar

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	Particular	
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.1.07 lacs each OR 2 such type of work/supply orders costing not less than Rs 1.34 lacs OR single work order of Rs.2.14 lacs each executed in last seven 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.0.80 lacs (attach Balance Sheet of the Firm) Or Bank Solvency Certificate of same amount	

Annexure B
Specifications, BOQ for Air Conditioning Works

BOQ for Air-Conditioning works by way of SITC of fresh Air-Conditioners (Hot & Cold) at CPC Nawai Subah, Srinagar

S.No	Particulars of Items	Unit	Qty
1	SITC of Inverter type Split AC minimum 3 star rating with cordless Remote (Hot & Cold mode) along with 3 Mtrs. Copper piping insulated with Nitrile Rubber Insulation of Class O, 3 Mtrs 3-Core 2.5 Sqmm cable and 3 Mtrs drain Pipe with proper hole filling, and complete with all accessories as required.		
a)	1.5 TR (+/-5%)	No.	3
2	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	20
3	Providing and Installation of drain (PVC TYPE) 25mm with necessary fittings make Finolex/Prince/Equivalent	rmts	20
4	Supply and installation of cable from outdoor unit to indoor unit.		
a	3/4 core 2.5 sq.mm	rmts	25
5	Providing and Fixing of stands for outdoor units	No	3
6	SITC of Portable type 4 KVA Stabilizer	No	3

Annexure C
LIST OF APPROVED MAKES AND TECHNICAL SPECIFICATIONS

List Of Makes Of Different Equipments Required Supply Installation Testing & Commissioning of Air Conditioners (Hot & Cold) works at CPC Nawai Subah, Srinagar		
S.No.	Description	Approved Makes to be used
1	Split Air Conditioners (Hot & Cold)	Mitsubishi Electric/Toshiba/O-General/Gree/ Daikin Only
2	Copper Piping	Mandev /totaline/Visiario /Manibhandra/equivalent
3	Copper Fittings	Mandev /totaline/Visiario /Manibhandra/equivalent
4	Nitrile Rubber Insulation	Aerocell/ B Flex/Rapid/Visiario/Equivalent
5	Drain Pipe	Thermax/B-Flex/Prince/ equivalent
6	Electrical Cable	Polycab/havells / Anchor/Equivalent
7	Voltage Stabilizer	Neo star/ Total Line/ Live guard/ V- guard

Technical Specifications		
1	Tonnage	1.0 TR, 1.5TR and 2.0 TR
2	Compressor Type	Rotary/Scroll
3	Condenser	Copper
4	Star Rating	Minimum 4 STAR
5	ISEER Rating	Minimum 3.65
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

Price Bid for Air-Conditioning works by way of SITC of fresh Air-Conditioners (Hot & Cold) at CPC Nawai Subah, Srinagar						
S.No	Particulars of Items	Unit	Qty	Rate (Inclusive of applicable GST)	Amount (Inclusive of applicable GST)	Make Offered
1	SITC of Inverter type Split AC minimum 3 star rating with cordless Remote (Hot & Cold mode) along with 3 Mtrs. Copper piping insulated with Nitrile Rubber Insulation of Class O, 3 Mtrs 3-Core 2.5 Sqmm cable and 3 Mtrs drain Pipe with proper hole filling, and complete with all accessories as required.					
a)	1.5 TR (+/-5%)	No.	3			
2	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	20			
3	Providing and Installation of drain (PVC TYPE) 25mm with necessary fittings make Finolex/Prince/Equivalent	rmts	20			
4	Supply and installation of cable from outdoor unit to indoor unit.					
a	3/4 core 2.5 sq.mm	rmts	25			
5	Providing and Fixing of stands for outdoor units	No	3			
6	SITC of Portable type 4 KVA Stabilizer	No	3			
Total of the items above including applicable GST for each item (Rs.)						