



ગુજરાત ગ્રામીણ બેંક
GUJARAT GRAMIN BANK
Scheduled Bank Owned by Government

**TENDER FOR SITC OF VRF TYPE AIR CONDITIONING WORK AT NEW PREMISES OF
GUJARAT GRAMIN BANK HEAD OFFICE AT,
FLORENCE EXCELLENCE, VASNA BHAYLI ROAD, VADODARA**

**Part- 1
Technical Bid**

TENDER PERIOD FROM 04.06.2026 TO 25.06.2026 UPTO 3:00 PM

OPENING OF TECHNICAL BID ON 25.06.2026 AT 3:30 PM

**CONSULTING ARCHITECTS:-
M/s MAYUR SHAH & ASSOCIATES
803, TOP FLOOR, CENTER POINT,
ALKAPURI, VADODARA – 390007
M: 9377213854
msa.baroda@gmail.com**

GUJARAT GRAMIN BANK

INFORMATION AND INSTRUCTIONS TO TENDERERS

Name of Work	TENDER FOR VRF TYPE AIR CONDITIONING WORK AT NEW PREMISES OF GUJARAT GRAMIN BANK HEAD OFFICE AT, FLORENCE EXCELLENCE, VASNA BHAYLI ROAD, VADODARA
Period of Tender	From 04.06.2026 TO 25.06.2026 UPTO 3:00 PM
Date, Time and Place of Opening of Tenders	Technical bid Opening: 25.06.2026 at 03:30 pm at Gujarat Gramin Bank, Head Office, 3rd & 4th floor, Suraj Plaza - 1, Sayajigunj, Vadodara- 390020, Gujarat. Bidders are requested to be present for tender opening for which no separate information will be given. Only technically qualified bidders will be informed to join for opening of financial bids.
Submission of tender	Tender should be submitted to the address below upto 03:00 p.m. of 25.06.2026: Gujarat Gramin Bank, Head Office, 3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara- 390020, Gujarat (Sealed tenders comprising TECHNICAL BID and PRICE/FINANCIAL BID, must be duly filled and signed in the prescribed form and to be kept in two separate sealed envelope respectively super-scribed as Technical Bid and Price/Financial Bid and both these two separate sealed envelopes to be kept in One Big envelope and should be addressed to "The General manager, Gujarat Gramin Bank, Head Office, 3rd & 4th Floor, Suraj Plaza 1, Sayajigunj, Vadodara- 390020, Gujarat." The main envelope containing both aforesaid bids should be super scribed VRF TYPE Air Conditioning Work at New Premises of Gujarat Gramin Bank at 4th & 6th floor, Florence Excellence, Vasna Bhayli Road, Vadodara).
Address for Communication	Gujarat Gramin Bank, Head Office, 3rd & 4 th Floor, Suraj Plaza-1, Sayajigunj, Vadodara- 390020, Gujarat
Earnest Money Deposit (EMD) in the form of DD/BC to be submitted along with technical bid only	Rs.1,02,000/- Drawn In Favour Of Gujarat Gramin Bank. (Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.)
Completion Period	-2- Months from the 7 th day of issuance of work order.
Contact Person	Ketan Shah(99099 99718), Jimit Patel(95109 20854) Email id: pe.ho@ggb.bank.in



Mandatory Criteria for Pre-qualifications:

Contractors/vendors desirous of tendering for above work and fulfilling the following requirements shall be eligible to apply:-

- I. Experience of having successfully completed any one of following similar works during last -7- years ending on 31.03.2026.

Three similar completed works*** each costing not less than Rs. 19 Lacs of proposed work.

OR

Two similar completed works*** each costing not less than Rs. 24 Lacs of proposed work.

OR

One similar completed work*** costing not less than Rs 39 Lacs of proposed work.

- II. The average annual turnover of the contractor during the last three year ending 31st March 2026 should not be less than Rs.50 lakhs and contractor/vendor should be still in same line of business.
- III. Authorization letter from OEM.

*** **Similar work** shall mean Successfully Completed SITC of VRF/AC Type Air Conditioning Work.



Basic Information		
1	a) Name of the Applicant / Organization b) Address of the Registered Office c) Address of office in state/District where Project is located (With Name, Phone Nos & Email ID of Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organisation and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a) No. of years of experience in the field and details of work in any other field. b) Whether ISO certified, furnish the details.	



8	Area of business activities other than construction, if any, and place of business.					
9	Address of business activities other than construction if any, and place of business.					
10	Address of office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.					
11	Work Experience in Last 7 years. a) Three similar completed works each costing not less than 19 lakhs OR b) Two similar completed works each costing not less than 24 lakhs OR c) One similar completed works each costing not less than 39 lakhs					
12	Yearly turnover of the organization during last 3 financial years (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last -3- years. <table border="1"> <tr> <td>2024-25</td> </tr> <tr> <td>2023-24</td> </tr> <tr> <td>2022-23</td> </tr> <tr> <td>Turnover till Mar 2026 (As per requirement of the project financial year may be modified)</td> </tr> </table>	2024-25	2023-24	2022-23	Turnover till Mar 2026 (As per requirement of the project financial year may be modified)	
2024-25						
2023-24						
2022-23						
Turnover till Mar 2026 (As per requirement of the project financial year may be modified)						
13	Enclose copy of latest income tax return certificate.					
14	PAN No./Aadhar No. if any					
15	Details of registration for GST.					
16	Detailed description and value of works done and works on hand					
17	Details of Key Personnel Permanently employed					
18	Other infrastructural information to be used/ referred for this project. List of available plants, machineries equipment's etc.					
19	Furnish the names of -3- responsible persons along with their designation, address, Tel. No., etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your	1 2				



	organization.	3
20	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	****Attach a separate sheet if required.
21	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
22	No. of supplementary sheets attached for Part – II	



LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS

(Each works costing not less than Rs.19.00 lakhs)

[illegible]

LIST OF IMPORTANT WORKS ON HAND
(Each works costing not less than Rs.19 lakhs)

Sr. No	Name of work/ project with address	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Remarks (if any)
1	2	3	4	5	6	7	8



IMPORTANT INFORMATION FOR APPLICANT:

- The selection process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule and on shuttering materials / staging and scaffolding material (H-Frame) equipment / machinery owned by the contractor.
- The onus of providing, all necessary company / project related information, in appropriate manner and medium, so as to demonstrate the competency of the Applicant and to allow proper evaluation, will rest entirely on the Applicant.
- If the Pre-Qualification Document is taken in company's name, a power of attorney, in favor of the person who is authorized to sign the PQ document on behalf of the company, must accompany the PQ Document.
- Information furnished in the PQ Document will be kept confidential
- All information has to be submitted in the prescribed format only. Projects for which incomplete information has been provided will not be considered for evaluation. The Applicant may attach separate sheets if so required. However, the final bound document submitted, has to be submitted in vertical A4 size (210 mm X 297 mm).
- The scope of work, project description and architectural finishes mentioned in the Project brief are indicative and are likely to change during detail design. Project brief, along-with the schematic drawings is provided to assist the Applicant in understanding the fundamental / unique / specific requirements of the project.
- Decision for selection or rejection of the Applicants shall be final and binding to all without assigning reason thereof.
- If Gujarat Gramin Bank is convinced that an Applicant has resorted to material misrepresentation or provided fraudulent information / statement, the said Applicant will be liable for disqualification / rejection at any stage.
- Proof for fulfillment of eligibility criteria mentioned in the Pre-qualification Notice should be submitted along with pre-qualification document. If the pre-qualification document is submitted without valid documents and without proof of eligibility criteria will be rejected.
- All submitted documents must be serially numbered.
- Bank will obtain the confidential reports from the clients of the bidders for the completed works and false under the pre-qualification criteria mentioned in this tender. Non receipt of the confidential report/ obtaining adverse comments in confidential report may lead dis - qualification in the technical bid.



DECLARATION / UNDERTAKING

1. I/We agree that the decision of Gujarat Gramin Bank in Selection of Applicants / Contractor, phasing of works and in any other Project related matter, will be final and binding to me/us.
2. All the information and data furnished herewith are correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document.

Date :
Company

Signature with Seal of the



INFORMATION ABOUT QUALITY ASSURANCE SYSTEMS:

Quality Control Measures adopted by the Applicant. **Documents / Photographs** disclosing details of:

1. Laboratory set up - centrally / at site
2. Quality procedures and audits
3. Documentation of procedures and test results
4. Noncompliance reports, corrective measures and documentation

Type of Firm

Sr. No.	ISO Certificate	Certificate Attached	
		Yes	No
1	ISO-9001		
2	ISO-14001		
3	ISO-18001		



Brief description of Work

The VRF/AC system shall be installed on 4th & 6th Floor, Florence Excellence, Vasna Bhayli Road, Vadodara, Gujarat.

The Broad Scope of Contractor shall be supply, installation, testing and commissioning of VRF/AC system at Gujarat Gramin Bank's premises at 4th & 6th Floor, Florence Excellence, Vasna Bhayli Road, Vadodara, Gujarat.

The contractor to obtain all statutory approvals from GOVT./Local authorities/ any concerned department and work for the related necessary approvals to be taken by the Project Architect/ Bank. Liasioning for the same shall be scope of the contractor. No additional payment shall be made for the same.

APENDIX / ANNEXURE		
Sr No	Description of Work	Tender for SITC Of VRF Type Air Conditioning Work at new premises of Gujarat Gramin Bank Head office at, Florence Excellence, Vasna Bhayli road, Vadodara.
1.	Period of completion	: 2 – Months from the date of issuance of work order.
2.	Earnest Money Deposit (EMD)	: Rs.1,02,000/- Drawn In Favour Of Gujarat Gramin Bank in the form of Demand Draft/Banker's Cheque payable at Vadodara
3.	Validity of the tender	: 90 days from the Last date of submission of the tender.
4.	Initial Security Deposit	: 2% of value of the work order including EMD paid by L-1 bidder with tender.
5.	Retention Money	: Deductible in running bills @ 15% of the value of each interim bill and total deductible as detailed in the tender document.
6.	Period of Commencement	: 7 days from the date of issue of work order.
7.	Amount of liquidated damages for delay.	: In case of delay a penalty @ 2% of value of work order per week.
8.	Defects liability period	: 12 months from the date of virtual completion
9.	Comprehensive AMC	: For -4- years from the completion of Defects liability period of 1 year.



The tenderers are to treat this Tender and all Tender documents and any information provided by the Project Company as strictly confidential and not communicate their prices to a third party, including their personnel except on a "need to know" basis or reveal anything about it to the public or the press. For the purpose of negotiation, the Gujarat Gramin Bank shall be at liberty to disclose the details of competing Tenders to any of the tenderers.

Gujarat Gramin Bank shall not be responsible for any delay in receipt / submission of tender documents dispatched by post.

The tenderer shall submit the Tender after carefully examining the general and special conditions of Contract, Appendices, Drawings, Technical Specifications, Bill of Quantities etc. and inspection of site. The tenderer is expected to inspect the site of the proposed work and acquaint itself with the site conditions, approaches, availability of raw materials, geological and weather conditions etc. before quoting its rates. Submission of the tender shall be deemed to be in due compliance with this clause.

For the consideration hereinafter mentioned, i.e. the Contract Price, the Contractor shall upon and subject to the Contract Documents carry out and complete the Works as per the Drawings described by or referred to in the Schedules, Contract BOQ and Technical Specifications in the Contract Documents Item Rate Basis including all materials, wastage, loading unloading, tools tackles, plant and labour charges, taxes, insurance, import duties, license, and permit fees etc. for the Works.

The Contract Documents shall be read and construed as forming part of the Agreement, and the Parties hereto shall respectively abide by, submit themselves to Contract Documents and perform their respective obligations as set out in the Contract Documents

The Contract Documents shall form the basis of this Contract Agreement The Contract shall be on an Item Rate Basis for the Work done and the Contractor shall be paid for the actual quantity of Work done, as measured at site jointly by Project Company and Contractor and at the rate quoted/ accepted by the Contractor in the Contract BOQ.

The Contractor shall provide every reasonable facility for carrying out the entire Work in the manner laid down in General Conditions of Contract (GCC), and shall make good any damage done to completed Works and Sections before Taking Over by Project Company, and remedy defects if any after completion of the Work till completion of Defects Liability Period.

The Gujarat Gramin Bank reserves to itself the right of altering the Drawings and nature of the Work by adding to or omitting any items of Work as per the provisions of GCC. There shall be no limit on the scope and extent of changes that can be ordered by the Gujarat Gramin Bank subject to the condition stipulated in this tender. The Contractor shall only be paid for the actual quantity of Work executed payable at the accepted unit rates as set out in the Contract BOQ and the provisions of GCC.



Quantity variation shall have no ceiling limit in respect of individual items and individual quantities can vary to any extent. The Contractor shall execute all authorized variations and the same shall be dealt with as per the provisions of

No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or acceptable against any of the parties hereto unless the same are recorded in the form of supplemental contract in writing and signed by authorized signatories of both the parties hereto.

The Tender documents issued to the tenderer, including any amendments instructed in an Addendum to Tender documents, shall be used without further amendment.

1. Scope of Work:

- 1.1 The brief description of work to be carried out and its scope are given in the General Condition of Contract and the "**Special Conditions of Contract**" of these documents.

2. Site Inspection and Information:

- 2.1 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings, inspect the site of the work and acquaint himself with all the information about all the local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
- 2.2 Access to the Site will be given during the Tender period by appointment on application to the Gujarat Gramin Bank. The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this Tender.
- 2.3 The Employer will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits to and examination of the site and in the preparation of his tender for submission.
- 2.4 The tenderers should note that information, if any, as regards to the site and local conditions, as contained in these tender documents, has been given merely to assist the tenderers and is not deemed to be complete.
- 2.5 The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer either during tender stage or during the construction period.

3. Rates & Discrepancies etc.:



- 3.1 The contractor shall quote the rate after careful examination Tender documents & drawings.
- 3.2 The tenderers shall quote the rates both in figures and words. If some discrepancies found between the rates quoted in figures and words, the following procedure shall be adopted for checking and arithmetic calculation:
- i) When there is difference between the rates in figures and words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
 - ii) When the rates quoted by the tenderer in figures and words tally but amount is incorrect, the rate quoted by the tenderer in words shall be taken as correct.
 - iii) When it is not possible to ascertain the correct rate by either of the above methods, the rates quoted in words shall be taken as correct.
 - iv) Il erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Employer's option. No advice of any change in rate or conditions after opening of the tender will be entertained.
- 3.3 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for allotted work purposes or for any claim in respect thereof. The Employer does not accept liability for any sum towards loss of overheads & profits of the contractor besides the accepted amount, subject to such variations as are provided for herein or as deemed fit to Employer. However, necessary time extension will be allowed if the delay is not attributable to contractor.
- 3.4 The Tenderers shall before tendering carefully examine the Tender Documents including these Information's & Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, General Particulars & Requirements to Specifications, Detailed Specification, Drawings and other matters referred to therein, the Schedules and the 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 shall immediately refer the matter to the Employer / Architect for clarification before submission of Tender. However, in case of any discrepancies between Drawings, Specifications and B.O.Q. items, B.O.Q. item along with specifications shall supersede the others for quoting of rates.

- i) The tenderer shall be submitted in hard copy Tender.

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- ii) All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.

5.0 Signing of Documents:

- i) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by the Employer
- ii) Power of Attorney in the name of person(s) who has / have signed the tender document.

7.0 Earnest Money

No Tender will be considered responsive, which is not accompanied by EMD of Rs. 1,02,000/- in the form of Demand Draft/Banker's Cheque payable at Vadodara in favour of Gujarat Gramin Bank. However, Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

In the event of the Tenderer withdrawing his Tender before the expiry of 90 days from the date fixed for receiving the Tenders or such other extended dates as agreed to or if the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time, the Earnest Money will be forfeited. The Demand Draft/Banker's Cheque submitted against the Earnest Money Deposit will be returned without any interest to the unsuccessful Tenderers within **180 days** after the date fixed for receiving tenders. **The Tender without EMD will summarily be rejected.**

8.0 Initial Security Deposit (ISD):

The successful bidder will have to pay initial security deposit (ISD) @ 2% of the accepted value of the tender including the EMD, by way of Demand Draft / Pay Order / Bankers Cheque / NEFT in favor of the Gujarat Gramin Bank payable at Vadodara. The initial security deposit is to be paid by the Contractor/dealer/vendor to Bank within 7 days of intimation from bank. The initial security deposit will be kept with the bank for the duration of the contract period and will be refunded to the contractor without any interest, after issue of the completion certificate and which is acceptable to the bank. No interest is allowed on the initial security deposit.

- 9.0 The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential.

10.0 Examinations & Evaluation of Tenders:



Employer will examine each Tender to satisfy whether is accompanied by required security and documents and their correctness. A substantially responsive Tender is one which conforms to all terms, condition and specifications of Tender Documents without material deviation or reservation.

11.0 Award of Contract:

Subject to Above Clause herein below Employer will award the contract to the Bidder whose bid has been determined to be substantially responsive and whose offer has been found lowest after arithmetical checking.

12.0 The Employer does not bind himself to accept, the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Employer also has the right to re-invite the tender at his sole discretion.

13.0 Throughout all the documents the term 'Bid' and 'Tender' and their derivatives like Bidders, Tenderer are synonymous.

14.0 Each of the tender document is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General Conditions etc., as laid down. Once the duly signed document submitted then it will be deemed as signing authority empowered or authorized to do so and binding over the bidder, and as and when said authority letter demanded by the bank then the bidder is bound to produce the same. Any tender with any of the documents not signed will be rejected.

15.0 Along with Tender documents, Bidders have to compulsorily submit Pre-contract Integrity pact as per Annexure-A (Duly signed and stamped by Authorized signatory of bidder on proper Stamp Paper as an agreement).



FORM OF TENDER

The General Manager,
Gujarat Gramin Bank,
Head Office,
3rd & 4th Floor, Suraj
Plaza-1, Sayajigunj,
Vadodara- 390020, Gujarat
Dear Sir,

Ref: Application For SITC of VRF Type Air Conditioning Work at new premises of Gujarat Gramin bank Head office at, Florence excellence, Vasna Bhayli Road, Vadodara.

Having examined the plans, specifications and schedule of quantities prepared by your Architect and judging the site condition (after visit or without visit of the site), and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit EMD by Demand Draft/Banker's Cheque in favour of Gujarat Gramin Bank as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **EMD** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

I/we agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender.

We unconditionally agree to Gujarat Gramin Bank's preconditions stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Owner or the Architect appointed by the Bank, during the course of the work, Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Bank and its subsidiaries.

I/we enclose demand draft/banker's Cheque **towards Earnest Money deposit.**
I/we agree to keep our **tender open for 90 days from the date of opening of price bid.**

Yours truly,

[To be signed by the Authorized
Representative of Tenderer holding Power of
Attorney]



**TO BE STAMPED AS AN AGREEMENT
ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at Vadodara on the _____ 2026 between Gujarat Gramin Bank, a body corporate having its Head office at Vadodara (Hereinafter called "the Bank") of the one part

AND

_____ (herein after called "**The Contractor/Vendor/Dealer**") which expression shall, unless repugnant to the context, mean and include of the other part.

WHEREAS

1 The Bank is desirous of carrying out Tender subject work at their building at 4th & 6th Floor, Florence excellence, Vasna Bhayli Road, Vadodara, Gujarat (hereinafter referred to as the said **site**) and the said complex as is more fully described in the layout drawings and for the purpose, the parties hereto have agreed to entered into this contract (hereinafter referred to as the contract).

2 The Bank has for the purpose, to obtain and approve design of the contractor.

3 The said drawings have been signed by or on behalf of the parties.

The Contractor has agreed to execute the said works viz. as per tender subject to the provisions hereinafter contained and subject also to General and Special Conditions, Safety Code, Model Rules for the protection of health and Sanitary arrangements for works, Specifications, Preambles and Schedule of Quantities and installation schedule, all of which are hereinafter collectively referred to as the 'said tender conditions' strictly in accordance with the drawings annexed hereto, and the specifications and schedule of quantities referred to above at or for the respective rates set out in the priced Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said contract value).

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1 In consideration of the said contract value to be paid by **the Bank** to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and priced schedule of quantities.
- 2 The said tender Conditions and the Annexure hereto shall be read and construed as forming part of this contract and the parties hereto shall respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in the said conditions.
- 3 The approved drawings mentioned herein shall also form the basis of this contract.
- 4 This Contract is neither a fixed Lump sum Contract, nor a piece work contract, but is a contract to carry out the work **on item rate basis** to be carried out and to be paid for according to the actual measured quantities at the rates contained in the schedule of Quantities and probable quantities as contained in the priced Schedule of Quantities.
- 5 The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith at and within the same site as may be ordered to be done from time to time by the said Architect/Interior Designer/ for the time being, even if such work may not be shown on the said drawings or described in the said schedule of specifications and schedule of Quantities.



- 6 The Banks reserves to themselves the right of altering the drawings and the nature of the work through the Architect/Interior Designer/ by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
- 7 Time shall be considered as the essence of this contract and the **Contractor** hereby agrees to commence the work within 7 days from the date of work order or handing over of the site as provided for in the said terms and conditions, whichever later, and shall complete the entire work within the specified period, subject nevertheless to be provisions for extension of time as may be agreed to by the Bank and as contained in the said conditions.
- 8 All payments by the Bank under this Contract will be made only at Vadodara.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Vadodara And only courts in Vadodara_Shall have jurisdiction to determine the same.
- This contract shall be signed in Triplicate, the original whereof shall be kept in the custody of the Bank, the duplicate with the Contractor, the triplicate with the **Architect**.
- 9 That the contract and several parts of this contract have been read by the contractor and fully, understood by the contractor. The contractor shall not be entitled for payment beyond tender quantities unless ordered specifically by written instructions of **Bank**.
- IN WITNESS WHEREOF the Bank** has set his hands hereunto and two duplicates hereof through his duly authorized official and **the Contractor** has caused these presents and three duplicates hereof under his common seal/by his duly authorized representative at the place and on the date month and year first herein above written.
- SIGNED SEALED AND DELIVERED by Gujarat Gramin Bank, The Bank by the hand

of Shri. _____

(Name and Designation) in the presence of

(1) _____
Address: _____

(2) _____

Address: _____

WITNESS

SIGNED SEALED AND DELIVERED BY M/s. _____

The contractor by the name of Shri _____ (Name and Designation) in the presence of

(1) _____
_____ Address:

THE COMMON SEAL OF M/s _____ the contractor was hereunto affixed



pursuant to the resolutions passed by its Board of Directors at the meeting held on

in the presence of :

(1) _____
(2) _____ Directors
who have signed these presents in token thereof in the presence of

(1) _____
(2) _____



GENERAL RULES & INSTRUCTIONS:

- 1 Sealed tenders comprising TECHNICAL BID and PRICE/FINANCIAL BID, must be duly filled and signed in the prescribed form and to be kept in two separate sealed envelope respectively super-scribed as Technical Bid and Price/Financial Bid and both these two separate sealed envelopes to be kept in One Big envelope and should be addressed to the "The General Manager, Gujarat Gramin Bank, Head Office, 3rd & 4th floor, Suraj Plaza 1, Sayajigunj, Vadodara- 390020, Gujarat". The main envelope containing both aforesaid bids should be super scribed VRF TYPE AIR CONDITIONING WORK AT NEW PREMISES OF GUJARAT GRAMIN BANK at 4th & 6th floor, Florence Excellence, Vasna Bhayli Road, Vadodara.

Envelope No.1: Technical bid - To contain contractor's terms and conditions, work orders, performance/completion certificates, all required papers as required in basic information technical assumptions along with Demand Draft/Banker's Cheque for Rs.1,02,000/- in favor of Gujarat Gramin Bank as EMD(if applicable) issued during tender notice period of 04.06.2026 to 25.06.2026 will only be accepted subjected to the submission of the bids within the prescribed time of submission.

Envelop No 2: PRICE BID - Tender documents along with B.O.Q Completed in all respect and duly signed and submitted to The General Manager, Gujarat Gramin Bank, Head Office, 3rd & 4th floor, Suraj Plaza 1, Sayajigunj, Vadodara- 390020, Gujarat on or before 25.06.2026 up to 3:00 P.M

Technical Bids will be opened on the 25.06.2026 at 03.30 P.M. by The Purchase Committee of the bank at Head office, in the presence of the bidders or their representative. No separate information will be given in this regard. Envelop No 2 may be opened at a later date, which will be communicated to those tenderers in advance, whose Technical Bid qualify. In case of holidays/strikes/bandhs or any reason causing a holiday exactly on the last date of submission of offers; the last date of submission will be shifted to immediate next working day. EMD must strictly not to be kept in Envelope 2 or else otherwise tender will be considered as rejected.

- 2 The Gujarat Gramin Bank, reserves the right that without assigning any reason there of:
 - (a) To accept or reject any tender in whole or in part.
 - (b) To increase or decrease the quantities of any item and tendered has to execute the same at the rate quoted.
 - (c) To reduce some scope of work for special type of the work or regular work
 - (d) To engage other agencies for executing the some independent work, in case of delay.
 - (e) To change the specifications of items at some extent as per site requirement and rate revision for the same accordingly.
- 3 Tenderer are requested to read the tender documents, general conditions, special conditions, drawing, specifications, schedule of quantities, etc. carefully and offer most **competitive rate after visiting site**. The clause of Notice Inviting tender prevails over general terms and special terms of contract.
- 4 Time is the essence of this contract. The contractors are therefore requested to complete the job in the stipulated time.
- 5 **Contractor in their own interest are advised to visit the site & get themselves familiarize in the prevailing situations before submitting their rates.** No claim whatsoever for ignorance, misunderstanding shall be entertained later. The site may be handed over in parts/ segment/ floors/ part floor as per availability.
- 6 The contractor shall be responsible for making good in expeditious & workman like manner. **Any defects, which may be found within the DLP**, shall be rectified by the contractor at his own cost. In case contractor fails to do so, the same would be got done at his cost & risk. The cost incurred by the bank shall be deducted from the



-
- retention money or any other dues.
- 7 Rates quoted shall be inclusive of all taxes(Excl. GST), levies, duties & all charges such as freight, insurance, octroi, loading/unloading, unpacking & moving the position in site, etc. for complete item.
 - 8 Rate quoted shall be inclusive of all the wastage, rework, damages, minor addition alterations, samples, mock-ups and Refinish etc. required at any stages in any type of the work as per the site situation and as per instructions of the Architect and bank Officer.
 - 9 The schedule of quantities is only approximate & all the work executed shall be paid for in accordance with the actual measurements as mentioned in the tender. If the same is not mentioned in the tender, then as per relevant IS code.
 - 10 In case of any dispute, the same shall be referred to court at Vadodara and its decision shall be final & binding on both the parties.
 - 11 An item rate tender containing percentage below / above will be summarily rejected. However, if the Tender voluntarily offers rebate for payment with in stipulated period, this may be considered.
 - 12 The EMD amount of shall be submitted by Demand Draft/Banker's Cheque.
 - 13 Unless otherwise specified all the rates and prices in the tender shall cover sales taxes, octroi, vat, other taxes and duties, and transportation, sales tax on work contract etc.
 - 14 Tender not containing the full particulars as mentioned above or as called for in the special conditions is liable to be summarily rejection.
 - 15 The tenderer shall sign all the schedules specifications, special conditions, etc. along with the tender in token of acceptance hereof. The signature on the transmittal letter alone shall also be deemed to be taken as acceptance of all these.
 - 16 If in any item or drawings method of execution or make of material is not mentioned in the item description or drawing or anywhere in the tender, the same shall be executed with the prior permission of the Architect/ banks Engineer. Standard method of execution and standard make are to be used as per instruction of the Architect/ banks Engineer.
 - 17 Unsigned transmittal letter, tenders that are incomplete or otherwise considered incomplete/defective are liable to be rejected.
 - 18 The work shall be deemed to have commenced from the date on which the contractor takes over the site or execute the agreement with the Bank whichever is earlier. The site will be handed over to the contractor only on submission of initial security deposit.
 - 19 The contractor shall give a program for the execution of the work during the total contract period and get it approved by the employer and the Architect. In case of delay in progress of work at any stage, the employer shall issue the contractor a memo in writing pointing out the delay in progress and asking the contractor to explain the causes for the delay within 3 days of receipt of the above. The employer reserves the right to terminate the contract and forfeit the security deposit if satisfactory explanation is not offered by the contractor for delay in execution of work.
 - 20 The samples of all the material & work item shall be got approved from the Architect/Bank or his representative before proceeding further on the work.
 - 21 The drawing contains sketches showing salient features details at the various scales indicating extent of work & specifications to be followed. These can be modified by the bank from time to time in accordance with technical requirements at the site.
 - 22 Any damage done to the property of the bank during execution of the work shall be responsibility of the contractor & it shall be made good by him, at his cost to the entire satisfaction of Architect/Bank.
 - 23 The Bank and/or Architects shall have full power to get the material or workmanship etc. inspected & tested by an independent agency for its soundness & adequacy at the cost of contractor.
 - 24 The contractor shall examine all drawings before quoting & commencing of actual work & report to the Architect/Bank any discrepancies for omission & shortcomings in the drawings as well as item specifications.
 - 25 The work shall be of highest standard both as regard to material & workmanship.
 - 26 Modern tools & first-class latest techniques shall be employed for its execution.
-



SPECIAL CONDITIONS OF TENDER

- 1) The acceptance of the tender will rest with Gujarat Gramin Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received / cancel the tender process at any stage without assigning any reason thereof. All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
- 2) Site visit is mandatory before participating in the tender to judge actual site position and work front.
- 3) Selected contractor has to work in co-ordination with any other agencies for specialized works if selected or appointed by client.
- 4) If any disturbance will be carried out/ required to be carried out at any stage for any work/ premises of existing other Building, same shall be made to fit in the original position by the contractor as per instructions of Bank/ Architect. No additional payment shall be made for such disturbance and rework. Same shall be considered by the contractor while quoting for the tender.
- 5) For work completion, if contractor may agree for some work target, bank may ask for submission of undertaking from the contractor for confirmation of the agreed performance. Undertaking if so required so shall be submitted on stamp paper worth minimum Rs. 300/-
- 6) Contractor shall have to submit the interim/ final bill after joint measurement with consultant/ Bank. The submitted bills shall be in proper format with the authorized signatory.
- 7) All hidden work measurements shall be recorded after joint measurement after execution of the succession work. Necessary photographs shall be kept on record for hidden works.
- 8) The standard required work/ accessories shall be required to cover under the specified item work (as per standard govt. norms/ IS codes) though not clearly/ separately mentioned. For example, proper curing for Plastering, Concrete, masonry work etc. ; disposal of debris and finishing, cleaning of the site for the mentioned work etc.; use of standard sized hardware for doors, windows, partition and other works etc.
- 9) Project included proper record management system which includes various records keeping in register of formats such as dismantling work, daily resources status (manpower and material), test/ check, challans, instruction book etc.
- 10) While execution if Bank found it necessary to modify some work/ material/ drawing/ methodology or to introduce some additional works as per site requirement or utilization, the same has to be agreeably considered by the contractor.
- 11) All rates shall be quoted on the form given in PRICE BID
- 12) On acceptance of the tender, the name of the accredited/authorized representative(s) of the contractors who would be responsible for taking instructions from the Bank shall be communicated to the Bank.
- 13) The Bank reserves to itself the right of accepting the whole or part tender and the bidder shall be bound to perform the same at the rate quoted.
- 14) The tender for works shall remain open for acceptance for a period of 90 days from the date of submission of price bid. If any bidder withdraws his tender before the said period or refuses to execute the documents on its selection, the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 15) It is obligatory on the part of the successful bidder to sign the letter of transmittal documents for all the parts and, after the work is awarded, he will have to enter into an Agreement for each part with the Bank.
- 16) The bidder, apart from being a competent contractor, must associate themselves / himself with the agencies of appropriate class. The concurrence/approval of the Bank shall be taken before engaging other agencies.
- 17) The Contractor shall not assign the sub contract. He shall not sublet any portion of the



- contract without the written permission of Gujarat Gramin Bank. In case of breach, Bank has liberty to serve notice and rescind the contract.
- 18) The successful bidder has to deposit total 2% of the contract value as Initial Security Deposit. The earnest money, already submitted / deposited by them in the form of EMD will be considered as security deposit on award of contract and balance amount has to be paid within 7 days of award of contract by way of BC / DD favoring Gujarat Gramin Bank. The same shall remain valid till the completion of contract including authorized extensions, if any.
- 19) Forfeiture of EMD : The EMD deposited by the bidder shall be forfeited in case:
- The bidder withdraws his tender before completing the selection process.
 - The bidder withdraws his tender after processing but before acceptance of Letter of appointment" to be issued by the Bank.
 - The selected bidder withdraws his tender before furnishing Security Deposit as required under this tender.
 - The bidder violates any of the provisions of the terms and conditions of this tender
- 20) CONTRACTOR TO INFORM HIMSELF FULLY: The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipments and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out their own investigations to arrive at the rates quoted in the tender. In this regard they will be given necessary information available with the department but without any guarantee about its accuracy. If the contractor shall have any doubt as to meaning of any portion of the general conditions, or the special conditions or the scope of work or any other matter concerning the contract he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once a tender is submitted the matter will be decided according to contract conditions etc.
- 21) The Bank shall have right to carry audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Bank. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work or otherwise.
- 22) After the award of the contract, if the selected bidder does not perform satisfactorily, the Bank reserves the right to get the contract work done by another party of its choice. In this event, the selected bidder is bound to make the additional expenditure, which the Bank may have to incur for the selection of another Contractor.
- 23) If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof or any other law relating to workmen to pay compensation to a workmen employed by the Contractor in execution of works or is made to pay any fine or penalty, the Bank shall be entitled to recover from the contractor the amount of compensation fine or penalty so paid.
- 24) Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder or the contractor and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.



INSTRUCTIONS TO TENDERERS:

- 1.0 Tenderer must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.
- 1.1 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.
- 2.1 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, discrepancies, if should be brought to the notice of the Bank, in writing, before the pre-bid meeting for technical clarifications. Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.
- 2.2 Addenda to this tender document, if issued, shall be submitted along with the tender document by signing on all pages of it.
- 2.3 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender. Transmittal letter should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Transmittal letter of the same by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.
- 2.4 **Witness:** Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.
- 3.0 **Information required at the time of Work Order:**
- List of Sub contractors to be employed.
 - List of equipment proposed to be deployed for work.
 - Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
 - Income Tax Clearance and Sales Tax clearance certificates.
 - Power of Attorney in the name of persons who has signed the tender document.
 - Programme/Schedule of work.

Any printing or typographical errors/omission in tender document shall be referred to the Architect/Interior Designers engaged by the Bank and their interpretation regarding correction shall be final and binding on Contractor.

1 Addenda:

Addenda to the tender document may be issued if required to clarify the terms of the tender documents or to reflect modifications to the design or contract terms. All addenda issued by the Bank shall become part of the contract.

2 Right to accept or reject tender:

The acceptance of a tender will rest with the Bank which does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received without assigning any reasons whatsoever. Bank also reserves the right to accept the whole or part of the tender and the bidders shall be bound to perform the same at the rates quoted. For this purpose Tenderer



4. Rates:

4.2 The rate quoted in the tender shall also include electric and water consumption charges for construction and erection. If power and water are available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost. If no power and water are available at the site, the Contractor shall have to make his own arrangements to obtain power and water connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed.

4.3.1 Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.

4.3.2 The Tenderer shall guarantee that the work shall conform to the detailed specifications.

5. **Signing of the contract:**

b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the Bank and the Contractor.

7. If so decided, the Bank reserves the right to appoint PMC (Project Management) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

9. The Bank has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.



Details of Shop- Drawings and Design, Liasioning & Statutory Approvals

No	Process	Work Detail
1	Shop- Drawings	In-door units System & out door VRF
2	Liasioning with Government & Local Authority	If any liaison to be done with ongoing work's agency for the depended for VRF system operation (if any)
3	Statutory Approvals	NOC/ License if required.
4.	Structural Stability Certificate	To obtain structural stability certificate for the design and installation.



GENERAL CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS OF CONTRACT

1.1. In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

1.2. **"Bank/Employer/Owner"** shall mean **"Gujarat Gramin Bank" with its Office at Vadodara** and shall include his/their heirs, legal representatives, assignees and successors.

1.3. The **"Architect"** shall mean the Architect named in the Tender, appointed by Bank for the said works.

1.4. **"Contractor" / "Contractors" / "Vendor" / "Dealer"** shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.

1.5. **"This Contract"** -Shall mean the Articles of Agreement, the conditions, the Appendix, the Schedule of Quantities and specifications attached hereto and duly signed.

1.6. **"Site"** -Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.

1.7. **"Works"** shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract

1.8. **"Contract Documents"** shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Architect and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.

1.9. **"Drawings"** shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.

1.10. **"Notice in Writing"** or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or Architect (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.

1.11. **"Act of Insolvency"** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.

1.12. **"Virtual Completion"** shall mean that the works are in the opinion of the Architect complete or fit for occupation.

1.13. Words importing persons include firms and Corporations, words importing the singular only



also include the plural and vice versa where the context requires.

1.14. Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

1.15. **"Net Prices"** -If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2. SCOPE OF CONTRACT:

2.1. The contract comprises of the SITC of Air-conditioning works, provision of all labour, materials, temporary works and everything whether of a temporary or permanent nature required in and for such work.

2.2. The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect/Bank. The **Architect** may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as **"instructions"**. These instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to:

2.2.1. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

2.2.2. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.

2.2.3. The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.

2.2.4. The removal and/or re-execution of any works executed by the Contractor.

2.2.5. The postponement of any work to be executed under the provisions of this Contract.

2.2.6. The dismissal from the works of any person employed thereupon.

2.2.7. The opening up for inspection of any work covered up.

2.2.8. The amending and making good of any defects.

2.2.9. Co-ordination of work with other agencies appointed by the Bank for due fulfilment of the total work.

2.2.10. The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.

2.2.11. The Contractor shall forthwith comply with and duly execute any work contained in **Architect's** instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the **Architect** shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the **Architect**, such shall be deemed to be the **Architect** instructions within the scope of the contract.

2.2.12. If Compliance with the **Architect's** instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided). However, prior approval of the Bank shall be required before executing the additional works.



2.2.13. If the Contractor fails to comply with the **Architect's** instructions within a fortnight after the receipt of written notice from the Architect requiring compliance with such instructions, the Bank through the Architect or otherwise may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions

2.2.14. For the purpose of entering day-to-day instructions by the Architect, the Contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions shall be entered by Architect.

2.2.15. 'Instruction' to the Contractor shall be generally issued through Architect. However **Bank** may issue instructions directly, if deemed fit.

4.1.1. APPROVAL OF SUPPLIERS:

For all supplies, the names of manufacturers/brands have to be got approved by the **Architect / Bank Engineer** from the Bank after getting the respective samples first approved by the **Architect / Bank Engineer** as the case may be. All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, mandatory tests will also be done on them by the **Architect / Bank Engineer** at an approved laboratory at the cost of the contractor immediately as well as at regular frequency laid down in the relevant Indian Standards.

4.1.2. MATERIALS SUPPLIED BY THE BANK:

If the Bank supplies any materials, the Contractor must satisfy himself that the same conform to the Specifications. If the Contractor has any complaint, about the said materials, or the quality thereof the Contractor before using the said materials inform in writing all their objections to the Bank. Should the Contractor fail to do so, he will be deemed to have satisfied himself as to the quality and the suitability of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.

4.1.3. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

4.1.3.1. All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the Architect/Bank instructions and / or any test of all materials, which the contract provides for, and Architect / Bank / PMC may require. The Contractor shall submit the samples of various materials, to Architect / Bank for approval. Further, the contractor shall upon the request of Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.

4.1.3.2. If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Bank his grounds for his contention, and thereupon the Architect / Bank shall verify the same and if required issue necessary clearances and/or instruction in writing.

5. VARIATIONS

5.1. VARIATIONS NOT TO VITIATE CONTRACT:

5.1.1. The Contractor shall when directed in writing by the Architect / Bank to omit from or vary any works shown upon the drawings or described in the specifications or included in the priced Schedule of Quantities, carry out such directions but the Contractor shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the Architect / Bank.



6.4.4.2. The works shall not be considered as completed till the Architect certifies in writing that all the work including those mentioned in **the snag list** prepared jointly with Architect / Bank / PMC prior to the acceptance of the Virtual Completion. The defect liability period shall commence only from the date of issue of such certificate.

6.4.5. LIEN ON SUMS PAYABLE TO THE CONTRACTORS

Any sums of money due and payable to the Contractor including any deposits returnable to them under this Contract may be withheld or retained by the Bank, against any claim of the Bank against the contractor in respect of any sums of money due under this contract or any other contract made by the contractor with the Bank, but limited to the amount of Bank's claim and the Bank shall always have a lien upon the money so withheld or retained as such by the Bank until appropriated towards such claim. The contractor shall not be entitled to claim any interest or damages whatsoever on such retained or appropriated sum.

7. PROJECT MANAGEMENT

7.1. PROGRAM OF WORK:

7.1.1. The Tenderer shall, along with his bid, submit a schedule for completion of work, either in the form of a CPM/PERT/ BAR chart or in the form of a bar chart or MS Project or as directed by EIC/Architect, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to-month basis (for each month).

7.1.1.1. Quantum of work under each major item of work that would be carried out.

7.1.1.2. List of Sub-contractors.

7.1.1.3. Number of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)

7.1.1.4. Schedule of delivery of materials to site.

7.1.1.5. Approximate value of work contemplated to be completed each month.

7.1.1.6. Schedule and manner in which details or materials (to be issued by the Bank) are required from the Architect/ Bank

7.1.1.7. Time periods allowed for other agencies' work,

7.1.1.8. Various milestones to be achieved on day-to-day basis with deviations, if any.

7.1.2. This program suitably amended after discussions with the Architect / Bank shall become binding on the Contractor. However, during the execution of the project, should it become necessary, in the opinion of the Architect / Bank to reschedule some of the activities, the Contractor shall do so at no extra cost and/or without any other claim.

7.1.3. Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the Architect/Bank reserve the right to modify/amend this schedule to suit the overall project schedule which will be binding on the Contractor at no extra cost to the Bank.

7.2. COMMENCEMENT OF WORK The contractor shall be allowed admittance to the site on the "date of Commencement" stated in the Appendix and on submission of the valid tamper-proof photo Identity Card (and/or in any other form), duly endorsed by the Contractor, for all their labour, and staff in accordance with the Banks prevailing security requirement.

7.2.1. The Contractor shall commence work forthwith within the maximum period of 7 days from the date of receipt of Work Order or from the date of possession, whichever is later, and shall



regularly proceed with the work and ensure to complete same on or before the "day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained

Until the site is partly / fully handed over to the Contractor, the commencement of work shall include off-site activities including planning, procurement of materials shop drawings, manufacture/fabrication, interaction with Architect/ other contractors.

7.3. DATE OF COMPLETION:

7.3.1. The entire work shall be completed in all respects including testing within the period stipulated in the Appendix to General Conditions of Contract.

7.3.2. Time is the essence of the Contract.

7.3.3. The work shall not be considered as complete until the Architect / Bank has certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

7.3.4. During the period of Contract, the Contractor shall maintain progress on the basis of the programme initially agreed to by **Bank / Architect** and later updated from time to time in consultation with **Bank/Architect** to suit the overall project schedule and prevailing site conditions.

7.3.5. DELAY AND EXTENSION OF TIME:

7.3.5.1. If in the opinion of the **Bank** the works be delayed

7.3.5.1.1. by force majeure or

7.3.5.1.2. by reason of any exceptionally inclement weather or

7.3.5.1.3. by reason of proceedings taken or threatened by the dispute with adjoining or neighboring Banks or public authorities arising otherwise than through the Contractor's own default or

7.3.5.1.4. by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the **Architect** and not referred to in the Schedule of Quantities and/or Specifications or

7.3.5.1.5. By reason of the **Architect's instructions**.

7.3.5.1.6. by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the **Architect** for which he shall have specifically applied in writing, ahead of time, giving the reasonable time to prepare such instructions, the Bank shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the **Architect**, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the **Architect** to proceed with the work.

7.3.5.2. The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of.

7.3.5.2.1. Force Majeure

Conditions of Force Majeure

The terms "Force Majeure" as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

Note : 'Typhoon', 'Cyclones', 'Hurricanes', 'Tornado' are covered under act of God.

In the event of either party being rendered unable by force majeure to perform any of obligations



Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be executed from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby: if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.

- 7.3.5.2.2. Exceptionally inclement weather
- 7.3.5.2.3. Loss and damage by fire and earthquake
- 7.3.5.2.4. Civil commotion, lockout, strike etc.
- 7.3.5.2.5. Delay on the part of the nominated Sub-Contractor or nominated supplier.
- 7.3.5.2.6. Delay on the part of the other Contractors employed by the Bank.

The **Architect** may in an extreme case and in prior consultation with the Bank suspend works if the quality or safety of the works are likely to be compromised due to heavy rains, natural calamities etc. The **Architect** may grant such extension of time with the approval of the Bank as may be justified by such a delay in the works. The Contractor shall not be entitled to any compensation on account of such delay

7.5.1. If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from **Architect / Bank / PMC**.

7.6.1. No work shall be done on national holidays that may be notified by the Bank without the specific sanction in writing of the Bank/ **Architect**.

8.1. GENERAL

8.1.1.1. The Contractor agrees to perform this Contract as an independent Contractor and not as a sub-Contractor, agent or Employee of the Bank.

8.1.2.1. 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 thereof or interest therein, nor shall he take a new partner, without the written consent of the **Architect / Bank** and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

8.1.2.2.1. All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Architect are hereby declared to be Sub-contractors employed by the Contractor and are herein referred to as nominated Sub-contractors. No nominated Sub-contractor shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or (Save where in the Architect and Contractor shall otherwise agree) who will not enter into contract provided :

8.1.2.2.2. That the nominated Sub-contractor shall indemnify the contractor against the same obligations in respect of the Subcontract as the contractor is under in respect of this contract.

8.1.2.2.3. That the nominated Sub-contractor shall indemnify the contractor against claims in respect of any negligence by the Subcontractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any Workmen's Compensation Act in force.

8.1.2.2.4. Payment shall be made to the nominated Sub-contractor within **15 days** of his receipt of the Architect's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Architect proof that all nominated Sub- contractor's accounts included in previous certificates have been duly discharged; in default whereof the Bank may pay the same upon a certificate from the Architect and deduct the amount thereof from any sums due to the contractor.

8.1.3.1. 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 misunderstanding 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 fulfilment of the contract.

8.1.4.1. The Contractor shall at his own expense, set out the works accurately in accordance with the plans. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon to the satisfaction of



8.1.13. REMOVAL OF IMPROPER WORK AND MATERIALS:

8.1.13.2. If the correcting works are not done in accordance with the Contract the **Architect**, in consultation with the **Bank**, may allow such work to be got done through other parties at Contractors risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Bank as in their opinion may be reasonable.

8.1.14.1. The Contractor shall clear site of works as per the instructions of the **Architect**. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the **Architect** within a period of one week after the job is completed. In case of failure by the Contractor, the Bank under advice of the **Architect** will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the **Architect**.

8.1.16.1. On completion of the work, the Contractor shall inform the Architect / Bank / PMC in writing that he has finished the work and it is ready for the Architect's/Bank's inspection. The Contractor shall clean all his works and all the rooms under his charge. He will leave the entire works neat and clean and ready for occupation and to the satisfaction of the Architect / Bank.

8.1.17. KEEPING THE AREAS AND ACCESS ROADS CLEAN:

8.1.17.1. The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the **Architect / Bank** . Debris to be removed every 2 days.

8.1.17.2. The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the and local authorities.

8.1.18. COVERING UP OF WORKS:

8.1.18.1. The Contractor shall cover up and protect the works from the weather and shall suspend all wet operations during weather which, in the opinion of **Architect / Bank / PMC**, will be detrimental to the works.

8.1.19. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

8.1.19.1. The Contractor shall take joint measurements with the Architect / Bank / PMC Engineer before covering up or otherwise placing beyond the reach of measurement any items of work. Should the Contractor neglect to do so, the same shall be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

8.1.20. SITE SURVEY:

8.1.20.1. On award of the works, the Contractor shall immediately survey the complete site and record his findings on civil works and services connected with his works and submit the report in duplicate. No extra payment shall be made for this work.

8.1.21. LABOUR HUTMENTS:

8.1.21.1. The Contractor shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost.

However, if the rules of local authorities so permit and subject to the contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

8.2. STAFF MANAGEMENT

8.2.1. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish the Bank the following:

8.2.1.1. Detailed industrial statistics regarding the labour employed by him, etc.

8.2.1.2. The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.

8.2.1.3. A list of technically qualified persons Employed by him for the execution of the work.

8.2.1.4. The total quantity and quality of materials used for the work.

8.2.2. APPOINTMENT OF ENGINEERS:

8.2.2.1. The Contractor shall appoint an Engineer to the satisfaction of the **Architect / Bank**. The **Architect / Bank** shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the Contract revocable at the option of the Bank. The Engineer shall be assisted by a number of other Jr.Engineers and





clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond its specified capacity.

8.3.6.1.5. In case of departmental machines, the safe working load shall be notified by the engineer as regards contractor's machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.

8.3.6.1.6. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations that are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials that are good conductors of electricity.

8.3.6.2. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

8.3.6.3. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

8.3.6.4. Notwithstanding the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

8.4. RISK MANAGEMENT

8.4.1. WORK PERFORMED AT CONTRACTOR'S RISK:

The Contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all safe guards, including providing for guards, proper lights, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the Bank. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the Bank or of others and without interference with the operation of existing machinery or equipment, if any.

8.4.2. CONTRACTORS LIABILITY AND INSURANCE

8.4.2.1. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightening, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. **Explanation:** For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.



expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the s and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of as mentioned . The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.

8.4.2.6. The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Bank.

8.4.2.7. The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub- contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.

8.4.2.8. If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.

8.4.2.9. All Insurance Policies shall be obtained from nationalized Insurance Companies only.

8.4.2.10. Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank with the detailed information on the Insurance Policies together with relevant documentary evidence.

8.4.2.11. No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premia shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for payment for works done subject to fulfilment of this condition and shall instruct the Architect accordingly.

8.4.2.12. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pay compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.

8.4.2.13. If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Bank under this Contract or any other Contract.

8.4.2.14. Upon taking possession of the works under the Contract, the Bank shall take out parallel insurance, to insure all persons who are not the Contractor's or the Sub- Contractor's or



8.4.2.15. The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the Architect. Once delays are certified by the Architect, he shall have to ensure that the insurance Policies are progressively extended.

8.4.2.17. The Bank shall insure the building in totality on obtaining possession of the building and other structures.

- a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till the defect liability period is over.
- b) The contractor shall take out and submit to the Architect and EMPLOYER, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs.35 Lakh in respect of any one accident or series of accidents arising out of one event or Rs.15 Lakh in respect of any passer-by. The policy shall be kept valid, till end of defect liability period.
- c) The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till the end of defect liability period.
- d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk.

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a sub-contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract.

This clause shall be held to include inter alia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage of every spot mentioned in this clause so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

Against third party risks: -

On commencement of the work, the contractor shall take out and submit to the Employers a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:

Rs. 15 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take-out third-party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.

Arbitration: -

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the General Manager, Head Office, Vadodara of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the General Manager, Head Office, Vadodara. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said General Manager, Gujarat Gramin Bank. Such person shall be entitled to proceed with the reference from the stage he is entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such General Manager, Gujarat Gramin Bank as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.



The selected contractor on receipt of the consent of being lowest bidder (L1) from the Bank will require to submit an undertaking on minimum Rs.300/- non-judicial stamp paper with the reference format as given below:



UNDERTAKING After Awarding of work

To
The General Manager,
Gujarat Gramin Bank,
Head Office
3rd & 4th Floor,
Suraj Plaza-I
Sayajigunj, Vadodara
Gujarat – 390 020.

Dear Sir,

We, _____ M/s _____
having _____ our _____ registered _____ office at _____

_____ have quoted bid at a total amount of
Rs. _____ (excluding GST)
_____ and Rs _____ (including GST)

We undertake to complete the Construction Project within the stipulated period as per tender terms.

We also hereby undertake to follow / comply all the tender terms and conditions, work & item specifications as per Technical Bids, Price Bid, detailed drawings, tender addendum terms, Work Order terms & conditions etc. We, further undertake to execute the work as per priority work list of Bank. We will submit the work plan in advance and will work in co- ordination with the other agencies working on site.

We will complete the work in collaboration with other contractors as per instructions of Bank & Consultants appointed by the Bank and we also understand that the Bank will levy the penalty for delay in the work and for poor performance as well as non performance of any required or assigned task in conformity with prescribed terms & conditions of the tender.

Date:

(Signature by Authorised Signatory)

Place:



Technical Specification of VRF

VRF SYSTEM

Outdoor Unit: Supply Of Outdoor Condensing Units Of The Above Capacity With R 410 Gas Based Model, Shall Be Suitable For Upto 48°C Ambient Temperature. There Should Be Minimum 2 Compressors In 16 Hp And Above Module Running On Power Efficient Dc Twin Rotary/Scroll Technology. The Outdoor Must Have Necessary Safety Provisions Such Hp/Lp Switch And Must Be Equipped With Accumulator For Compressor Protection. The Heat Exchanger Design Should Be 4-Way A In Split Compartment For Better Heat Rejection And Low Heat Accumulation to Machine Room And PCB. The System Should Not Be Affected By Phase Reversal, It Should Have Inbuilt Dc Motors For Phase Correction Ensuring Un-interrupted Operations.

It is deemed to be assumed that bidder has independently reassessed the given capacities, configuration, item-list, and its quantities and are in agreement to achieve inside-conditions as mentioned under design-basis for all the load-conditions with reliability and safety. Irrespective of explicitly mentioned or not, all that is needed to make VRV system functional shall be considered to be included in the scope of HVAC bidder. Unless deviated specifically and written consent taken from BOB at bidding-stage (before order), no change-contract shall be entertained later-on for any reason whatsoever.

Bidder shall offer all the VRF equipment only from its standard range of equipment which are proven by its field-operation for at least three years. Along with bid, bidder shall provide performance-test-certificate of each individual equipment, offered in project, tested as per (a) ISHRAE and RAMA Standard for "Variable Refrigerant Flow (VRF) Multiple Split System Air-Conditioners and Heat Pumps — General Requirements, Performance Testing and Rating" OR (b) AHRI Standard 1230 for "Performance Rating of Variable Refrigerant Flow (VRF) Multi-Split Air-Conditioning and Heat Pump Equipment. OR (c) JIS B 8G1G (d) Nominal capacities of manufacturer shall be based on (1) Indoor air temperature of 27 Deg. C DB & 1U Deg. C WB (2) Outdoor temperature 35 Deg. C DB (3) Equivalent pipe length of 5.0 meter of main piping and 2.5 meter of branch piping.(4) Piping height difference of 0 Meter.



Outdoor unit shall be air-cooled direct-expansion type consists of (as minimum) digital or BLDC-inverter-type Rotary/Scroll compressors (one or multiple), condenser coil (heat exchanger), sub-cooling circuit/coil, condenser fan, inverter type fan motor, accumulator, oil- separator, refrigerant-distributor, refrigerant filter-drier, solenoid valve, 4-way reversing valve (not applicable for cooling-mode-only, electronic expansion-valve, service valves, and control module with refrigerant-cooled- PCB, sensors, actuators and safeties.

Outdoor unit shall be engineered for use with refrigerant R-410 A or any other nontoxic, non-flammable, environment-friendly green-refrigerant to meet all the criteria as defined under IGBC guidelines.

Outdoor unit shall be flushed, vacuumed, and fully charged with refrigerant from manufacturer's factory. Supplementary refrigerant charge, due to long piping, shall be one at site.

Outdoor unit shall be assembled/manufactured and tested as one-piece, including all of its components, at manufacturer's place, preferably in India.

Outdoor unit shall have provision of lifting-lugs for secured lifting operations. Outdoor unit shall have integrated base-frame attached to outdoor-casing to enable its secured/proper fixing to civil/steel base. Outdoor unit shall have provision to automatically drain-off water, which passes through fan-openings and collected at the bottom during rainy season or due to any other such source. Outdoor unit shall be engineered to house all the electrical, electronic components in single-casing with minimum ingress protection of IP-55.

The outdoor unit shall be modular in design, suitable for side-by-side installation and capable to accommodate probable future expansion.

The unit shall be provided with direct-driven, statically & dynamically balanced, propeller type fans arranged for vertical discharge, unless stated otherwise. Each fan shall have a safety guard. Fan speed shall be synchronized with amount of compressor-loading for energy optimization.

Fan shall have external static pressure of not less than 40 pascals to accommodate small duct piece, of fan-diameter size with one-bend, to change air-outlet-orientation from vertical-top to side horizontal. Fan motor shall be totally enclosed, permanently lubricated type, and mounted firmly for vibration-free operation.

Outdoor unit shall have removable type front panels, for easy access to all internal components. Control panel shall have separate small openable access door, without need to open main panels of outdoor unit.



Outdoor unit shall have openings for direct connections for refrigerant piping and electrical connection. Control panel shall have separate access door, without need to open. Each outdoor unit module, as minimum, shall have sensor for (a) suction temperature (b) discharge temperature (c) Liquid pipe temperature (d) sub-cooling outlet temperature (e) high- pressure (f) low-pressure for refrigerant and (g) outdoor air temperature (h) outdoor-unit heat- exchanger air-temperature and (i)oil-level.



LIST OF APPROVED MAKE / MANUFACTURER

VRF units	Daikin / Mitsubishi Electric/ Bluestar/ LG/ Hitachi/ Voltas
Structural Steel	ISI make
Flexible Copper Wires	FRLS type : Havell's, Finolex, RR kabel, polycab, Avocab
Distribution boards	LEGRAND - Ekinox3 / SCHNEIDER - Acti9 / HAGER - Novello Plus/ / L&T Factory fabricated. Double door type.
ACB/ MCB/RCCB	LEGRAND - DX3 / SCHNIEDER – ACTI 9(A9N) / HAGER- NC / L&T
Chemical Type Earthing & LA	OBO, Cape, JEF



Annexure - A

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, GUJARAT GRAMIN BANK, a body corporate constituted under the provisions of RRB Act, 1976 and having its Head Office at 3rd & 4th Floor, Suraj Plaza-I, Sayajigunj, Vadodara-390 020 (hereinafter referred to as "GGB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as "The Bidder /Bidder"

Preamble

GGB is a one of the Regional Rural Bank having its presence through its 745 branches and 15 administrative offices throughout Gujarat. GGB is committed to fair and transparent procedure in appointing of its outsourced service providers.

The GGB intends to appoint/ select, under laid down organizational procedures, contract/ s for Air-conditioning works at new premises of Gujarat Gramin Bank Head office. The GGB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Bidder(s).

In order to achieve these goals, the GGB has appointed Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of GGB

1. The GGB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the GGB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non- monetary benefit which the person is not legally entitled to.
 - b. The GGB will, during the tender process treat all Bidder(s) with equity and reason. The GGB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The GGB will make endeavor to exclude from the selection process all known prejudiced persons.
2. If the GGB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be as substantive suspicion in this regard, the GGB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)



Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The GGB will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- (3) The GGB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Bidder(s) /Sub- Bidder(s)

If the GGB obtains knowledge of conduct of a Bidder, Bidder or Sub Bidder, or of an employee or a representative or an associate of a Bidder, Bidder or Sub Bidder which constitutes corruption, or if the GGB has substantive suspicion in this regard, the GGB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

The GGB has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

The names and Email ID of Independent External Monitors are as under:

Mr. Anup Kumar Nayak (E-mail ID: anupnaya@gmail.com)

Ms. Rashmi Goel (E-mail ID: rashmijaingoel@yahoo.co.in)

The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Bidders as confidential.
- (2) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the GGB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any conflict of interest arising during the



selection period or at a later date, the IEM shall inform GGB and recuse himself / herself from that case.

- (4) The GGB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the GGB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the GGB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the GGB officials within 15 days from the date of reference or intimation to him by the GGB and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the GGB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the GGB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by GGB.

Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the GGB, i.e. Gujarat (State of Jurisdiction to be mentioned).
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.



(5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the GGB)

(For & On behalf of Bidder/ Bidder)

(Office Seal)

(Office Seal)

Place:

Date:

Witness1:
(Name & Address)

Witness2:
(Name & Address)

