



(A Government of India Undertaking)

TENDER DOCUMENT

FOR

**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank
Circle Office, Kozhikode**

Tender Reference No: COKOZ:GA-7593:AC:2024

ISSUED BY

The Assistant General Manager,
General Administration Section,
Circle Office, 2nd Floor,
Bridge Way Motors Building,
Kannur Road, Westhill
Kozhikode - 673005

TEL: 8369944580, email: gacokoz@canarabank.com

ARCHITECTS &PMC:

Naveen Enterprises
#112, "Veeraj" Laxmilayout,
Basaveshwar Nagar, Gokul Road,
Hubballi-580030, Karnataka



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

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IMPORTANT INSTRUCTIONS

The estimated cost indicated in the tender is based on schedule of rates and/or market rates but excluding GST and it is only indicative. The bidders are required to work out the individual rates after visiting the work site, understanding all the terms & conditions, tender drawings of Technical bid and items technical specifications in the financial bid and considering the prevailing market rates. The individual items rate to be quoted should be excluding of GST but inclusive of TDS, contractor's profit, overheads, incidental charges, materials cost, labor cost, wastage, transportation, lead, lift etc. The L1 bidder will be arrived based on the total amounts quoted excluding GST component.

Applicants are requested to kindly note that we are not a Central or State Government entity but a Public Sector Bank and it is clarified that the subject construction project comes under the category of Composite supply of works contract as defined in clause 119 of Section 2 of CGST act. However as & when the bills are claimed by the successful bidder, GST percentage prevailing at that time will be considered as per Government guidelines.

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NOTICE INVITING TENDER (NIT)

Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

Canara Bank, a body Corporate and a Premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertaking Act 1970) having its Head Office at 112, J.C. Road Bengaluru – 560002 and among others, having Circle Office at Kozhikode. Canara Bank proposes to carryout Air conditioning works of new Circle Office at Kozhikode.

The property is about 12,000 sft located at West Hill Kozhikode. The site is ready for commencement of works.

Offers from eligible Contractors are invited in the prescribed format under Two-bid concept.

1. Nature of the document: SINGLE STAGE TWO BID CONCEPT
2. The offer document comprises of the following:

A. TECHNICAL BID:

- a) Eligibility criteria.
- b) Brief details of the work
- c) General Rules & Instructions to the Applicants.
- d) Method of Selection of Contractor.
- e) Conditions of Contract
- f) Application Format.
- g) Proforma - A, B, C, D, E, F & G
- h) Appendix –I, II, III,IV,V

B. FINANCIAL BID - Financial bid in prescribed BOQ format is to be submitted.

| DESCRIPTION | DETAILS |
|----------------------------------|---|
| RFP No. and Date | COKOZ:GA-7593:AC:2024 – 02.09.2024 |
| Brief Description of the RFP | Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode |
| Bank’s Address for Communication | The Assistant General Manager, General Administration Section, Circle Office, 2nd Floor, Bridge Way Motors Building, Kannur Road, Westhill Kozhikode - 673005 Email: gacokoz@canarabank.com |
| Date of Issue of RFP | Date: 02.09.2024 |

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Kozhikode**

| | |
|---|--|
| | Can be downloaded free of cost from Canara Bank’s web site, https://canarabank.com/tenders & Central Public Procurement (CPP) portal www.eprocure.gov.in |
| Tender Cost | Rs. 1000/- Nonrefundable if collected from office and free if downloaded. |
| Earnest Money Deposit (Refundable) | Rs.70,000/-, Bidders having valid MSME Udyam Registration Certificate are exempted from EMD. |
| Last Date and Time for Submission of Bids | 23.09.2024, 03.00 PM |
| Venue for opening of Technical Bid to Eligibility Criteria. | General Administration Section Canara Bank Circle Office Kozhikode, Chalappuram Kozhikode -673002 |
| Date, Time & Venue of opening of Technical Bids | 23.09.2024, 04.00 PM |
| Pre-bid Meeting Date & Time | Pre-bid meeting will be held on 09.09.2024 at 11.30 AM at New Premises/ Site. Pre bid queries should be submitted as per prescribed format to e-mail gacokoz@canarabank.com and must reach us on or before 08.09.2024, 05.00 PM. |
| Other Details | The bidders must fulfil the Pre-Qualification criteria for being eligible to bid. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded only on the Bank’s corporate website http://canarabank.com/tenders No suggestions or queries shall be entertained after pre-bid meeting. |

This document can be downloaded from following websites:
<http://canarabank.com/tenders>
 Any amendments, modifications, Pre Bid replies & any communication etc. will be uploaded in the Bank’s website only (<http://canarabank.com/tenders>).
 No individual communication will be sent to the individual bidders.
 The bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

PLACE: KOZHIKODE
 DATE: 02.09.2024
 CIRCLE OFFICE, KOZHIKODE

ASSISTANT GENERAL MANAGER
 GENERAL ADMINISTRATION SECTION

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| | | |
|----|--|---|
| | OR Two (2) similar works each costing Rs.36 Lakhs OR Three (3) similar works each costing Rs 28 Lakhs Similar works means air-conditioning works with ducting for offices / banks buildings. | & nature of work and month & year of commencement & completion. Value of work will be considered commensurate with the value of TDS Certificates. Experience will be considered only for works undertaken for Central/ state government/ PSU / Banks/MNC during last 5 years. |
| 05 | The Contractor must have valid GST registration number and PAN number. | Copies of the registration certificate and PAN card copy shall be enclosed. |
| 06 | The bidder must have a registered local office in Kerala | Copy of document proof of local address i.e lease agreement of the firm entered with landlord, tax paid receipt or GST registration. |

Tender documents can be downloaded free of cost from the Bank's website <https://www.canarabank.com/tenders> & Central Public Procurement (CPP) portal www.eprocure.gov.in

BRIEF DETAILS OF THE WORK

- Canara Bank has taken a premises of approx. 12,000 Sft of a multi storied building (G + 1st Floor + 2nd Floor) on lease Located at Kannur Rd, West Nadakkave, Kozhikode, Kerala 673006.
- Bank proposes to undertake Air Conditioning work the new Circle Office Kozhikode. Hence Bank is inviting competitive Offers from eligible Contractors in the prescribed format under Two-bid concept for execution of works for air-conditioning works.

Note:

- *The Block estimate for the purpose of tender evaluation is arrived at Rs.70 Lacs. The actual estimated costs may vary subject to the requirements.*
- *The completion period for the project shall be 45days.*

Note: The above is only an estimated requirement and Bank reserves the right to change the user requirement, add or delete area etc. Bank reserves the right to abandon or change the entire scope of work, add or delete part scope etc.

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GENERAL RULES & INSTRUCTIONS TO APPLICANTS

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to Bidder, Method of selection, conditions of contract, Application Format, Proforma - A,B,C,D,E,F,G,I,J & Financial bid in Proforma H, Appendix-I-V can be downloaded in the Bank's website www.canarabank.com & e-Procurement portal <http://eprocure.gov.in>.

2. BIDDING PROCEDURE

Nature of the document: OFFLINE TWO BID TENDERING

The Bidders shall submit Technical Bid and Financial bid in two separate sealed envelopes and put both the envelopes in a separate big sealed envelope super scribing "Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode". The Sealed envelope (containing Envelope 1 & 2 as given below) addressed to

**Assistant General Manager,
General Administration Section,
Circle Office, 2nd Floor,
Bridge Way Motors Building,
Kannur Road, Westhill
Kozhikode - 673005**

A. TECHNICAL BID: (first envelope) consisting of following should be signed and hardbound/spiral bound to be submitted in a separate envelope-

- a) Eligibility criteria.
- b) Brief details of the work
- c) General Rules & Instructions to the Applicants.
- d) Method of Selection of Consultant.
- e) Conditions of contract
- f) Application Format.
- g) Proforma - A, B, C, D, E, F & G
- h) Appendix –I, II, III

B. FINANCIAL BID-FEE STRUCTURE:

FINANCIAL BID (second envelope): consisting of following should be hardbound/spiral bound and submitted below in a separate envelope-
Financial bid in prescribed BOQ format is to be submitted.



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3. SUBMISSION AND OPENING OF TENDERS:

a) Tenders on prescribed form should be placed in two envelopes one sealed envelope consisting of “Technical bid” duly super scribed as “Technical bid” and other sealed envelope consisting “Financial bid” duly super scribed as “Financial Bid” and both envelopes shall be kept in one bigger sealed single envelope, with the name of work, Name of Tenderer and due date written on the envelopes.

b) The authorized person of the firm/ company shall sign in all the pages of the application with seal of the company/firm.

c) **Date of submission of Tender: on or before 23.09.2024 up to 3:00 PM.** If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO, the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by any other mode.

d) **The technical bid will be opened on 23.09.2024 at 4:00 PM,** in the presence of the tenderer or their authorized representatives if they desire to attend. Bank shall open the tenders on the specified date & time even if the tenderer or their authorized representatives are not present.

e) Technical bids will be evaluated based on the Bank’s eligibility criteria’s. Wherever bidders are submitting consolidated completion certificates, then the Bank may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria’s. Bank’s decision in this regard is final and shall be binding on all.

f) Documentary proof for the work orders and completion certificates and or such other documents shall be submitted along with the application. Incomplete applications or applications without proper proof for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard.

g) The date for opening of financial bid will be intimated subsequently only to such firms who comply with the Eligibility criteria and scrutiny of the technical details as a part of Technical evaluation. The shortlisted applicants are requested to participate during the opening of the financial bids.

h) After submission of the tender the bidder can re-submit revised bid any number of times but before last time and date of submission of tender as notified.

Offer shall be submitted on prescribed Form only (i.e. as per documents issued/downloaded from website) and no other format shall be used. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract.

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12. It will be obligatory on the part of the Contractor to tender and sign the offer documents for all the component parts and pages.
13. The successful Contractor shall execute the agreement as per the conditions of Contract provided in this NIT on a stamp paper of appropriate value within **7 days** from the date of acceptance of the offer. Until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Contractor and the Bank/Employer. If the successful Contractor fails to sign the agreement within the aforesaid period Bank will be at liberty to **forfeit full value of the Earnest Money Deposit.**
14. On acceptance of the offer, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Bank/Employer shall be communicated to the Bank/Employer.
15. Conditional offers shall summarily be rejected.
16. The Contractor shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site / building intending Contractor may contact General Administration Section, CO, Kozhikode.
17. Voluntary submission of the supplementary price bid by the bidder shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information is furnished.
18. In case of other un-qualified Contractor (i.e. Contractor who fail to comply with the eligibility criteria), EMD shall be returned on notifying as unqualified.
19. In case of unsuccessful Contractor (i.e. those Contractor who qualify in the technical bid and emerge as unsuccessful in the financial bid) the EMD shall be returned within 30 days of opening of financial bids on submission of their Bank account details.
20. In case of bidder whom works are awarded, EMD will be returned after satisfactory completion of work.
21. Bank reserves the right to call for opinion directly from the clients of the Contractor on the work orders and performance certificates or any other matters.
22. Bank reserves the right to disqualify the Contractor if the details furnished by the Contractor are found to be false and **forfeit their Earnest Money Deposit.**

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23. Earnest Money Deposit is exempted for the Applicants with Udyam registration (MSE)/National Small Industries Corporation Ltd (NSIC) registration, with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid.

24. Pre bid queries and clarification to tender:

The tenderer should carefully examine and understand the scope of works/ service, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to gacokoz@canarabank.com and the pre-bid query should be in the following format:

| SI No | Page No | Tender Clause No | Tender Clause | Query |
|-------|---------|------------------|---------------|-------|
| | | | | |
| | | | | |

All communications regarding points requiring clarifications and any doubts shall also be given in writing to General Administration Section, Circle Office, 2nd Floor, Bridge Way Motors Building, Kannur Road, Westhill, Kozhikode - 673005

or by e-mail to gacokoz@canarabank.com by the intending tenderers before **08.09.2024 by 05.00 PM**. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

A pre-bid meeting of the intending tenderers will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

| Date | Time | Venue |
|------------|----------|---------------------|
| 09.09.2024 | 11.30 AM | New Premises/ Site. |

Bidders intending to participate in the pre bid meeting should send their request in this regard to the mail: gacokoz@canarabank.com.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank’s website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the

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queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

25. Amendment to Tender document:

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment. Notification of amendments will be made available on the Bank's website (www.canarabank.com) and will be binding on all tenderers and no separate communication will be issued in this regard. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

26. Running Bill pavements: Running bill shall be considered subject to a minimum bill value of Rs.15.00 lakhs (Rupees Fifteen Lakhs only), excluding GST. All the bill shall be prepared by the contractor in the form prescribed by the Employer/Bank. The bills in proper forms must be duly accompanied by detailed measurements, supporting documents (invoices) for procuring the raw materials like plywood, laminate, hardware, etc. as per the approved list of materials in support of the quantities of work done and must show deductions for all previous payments, retention money, etc. if any.

The Bank's authorized official shall issue a certificate after due scrutiny of the Contractor's bills, joint verification of the measurements and inspection of quality of works executed on site. The amount stated in an running bill shall be the value of works properly executed on site as per Bank's specifications and payment will be allowed to the extent of works completed on site based on the Bank's discretion. If any works are partly completed then the proportionate payment will be released as per the actual after deducting the applicable taxes and retention money payments made earlier if any. Bank will not consider any payments on account of raw materials supplied at site (like supply of plywood, laminate, hardware, etc.).

Bill payment will be made within the period of 15 (Fifteen) working days after submission of running bills along with the certificate issued by the Bank's authorized official.



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All the interim payments shall be regarded as payments by way of advance against the final payment only, and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer/Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

27. FINAL PAYMENT:

The Final Bill shall be accompanied by a "Completion of Certificate" from the Bank official. Payments of final bill shall be made as per the procedure followed for running bills, after deduction of Retention Money as specified in relevant clauses which sum shall be refunded as stipulated in relevant clauses. Final bill should be submitted within 15 days of the final bill certification in proper bill format (Tax invoice). The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

Final bill payment will be made within the period of 30 (Thirty) working days after submission.

28. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost of materials, labour, works contract tax, octroi, GST etc. or any other tax. There shall be NO ESCALATION on the quoted rates.

The basic rates indicated in Schedule of quantities for material is only to facilitate the Bank to select the material.

29. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

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For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select anyone of the persons name and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

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 as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees and expenses, 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 Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

30. INSURANCE (CAR & Employee Insurance)

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The Contractor shall, at his own expense insure the works , effect and maintain till the completion of the contract a Contractors All Risks Policy (CAR)for Insurance, with an insurance company approved by the Employer, for the full amount of the contract .The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation , rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence , malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with 7(seven) days from the date of receipt of the letter of acceptance of tender.

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statue in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with an Insurance Company approved by the Employer, a comprehensive policy of Insurance and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above,the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor.

The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the consultantmay deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a sub-Contractor to commence work at

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the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

31. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as

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conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Bank shall have the option of terminating the contract without compensation to the contractor.

32. AGREEMENT, INDEMNITY BOND

The successful contractor shall sign a Contract Agreement as per format enclosed and shall pay for all stamps paper charges and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond as per format enclosed as **PROFORMA F**.

The contract agreement and Indemnity bond shall be executed within 7 days from the from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender.



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GENERAL RULES AND DIRECTIONS TO TENDERERS

1. All work proposed for execution by contract will be notified in a form of Invitation to Tender and signed by the Bank Officer inviting tender. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of Earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. Copies of the specification, tender drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952 by enclosing a copy of the partnership deed duly certified by one partner as true copy along with copy of Registration Certificate issued by District Registrar of Partnership firms . The Tender shall be accompanied with the authorization letter clearly mentioning the name of the authorized signatory to sign in all the pages of tender, to attend the pre-bid meeting, to sign the contract agreement and any correspondence with the Bank in future. The letter shall clearly indicate the position held by the authorize signatory in the firm/ company and copy of the letter/document issued by the firm/company to such authorization may please be attached.

Tender by Hindu Joint Family (HUF) firm may be signed by the Kartha or Manager or any other duly authorized representative followed by the name and designation.

3. Receipts for payments made on account of a work, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority as per Terms of Partnership Deed to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the printed prescribed form stating what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the same form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work. Tenders shall have the name and number of the works to which they refer, written on the envelopes. Modifications to specifications, item description, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification of the tender.

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In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all subsections/ sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

- (a) The rate(s) and/or amount(s) may be quoted in decimal coinage.
- (b) In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.
- (c) The rate columns should be filled in English figures and English words.
- (d) The rate and amount columns for alternative items, if any, shall be filled up but amounts shall not be added in the total. The amount of alternative items of which quantities are not mentioned shall not be filled.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted for consideration, a receipt for the earnest money forwarded therewith shall there up on be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being disqualified and rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

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6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any one tender.

7. The memorandum of work tendered for and the schedule of materials to be supplied by the Bank and their issue-rates, shall be filled in and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderers without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender.

8. The Tenderer shall take all necessary precautions to ensure that all confidential information which the Tenderer obtains in the course of participating in this Tender or at any time thereafter is not disclosed or used other than for the purpose of project execution /scope of work/ deliverables. Tenderer shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of such confidential information. Confidential information for this purpose refers to such information pertaining to Canara Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain”.

9. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amountblank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.

10. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected and/ or the tenderer is liable for

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additional security deposit as demanded by the Employer in the form of Demand Draft or Bank guarantee from scheduled commercial Bank other than CANARA BANK valid for contract period / smaller period (as decided by the Bank) in the format prescribed by the Bank.

11. In case, for any of the items, if the rates are not quoted / omitted, for such items the quoted rate will be treated as “Zero“and tender evaluation will be done accordingly and successful contractor with such zero rates will be required to execute the tendered quantities with zero amount. Hence bidders’ attention is drawn to complete the tenders in all respects to avoid problems at later date.

12. All rates shall be quoted only on the tender form. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word `Rs.' should be written before the figure of rupees and words `P' after the decimal figures, e.g., `Rs.2.15p' and in case of words, the words, `Rupees' should precede and the word `Paise' should be written at the end, unless the rate is in whole rupees and followed by the words `only' it should be invariably be up to two decimal places. While quoting the rate in Schedule of quantities, the word `only', should be written closely following the amount and it should not be written in the next line.

All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as `c', `i', `o' and `ow' and initialed and total of such c, l, o and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

13. Initial Security Deposit (ISD):The contractor whose tender is accepted shall be required to furnish by way of Initial security deposit as detailed in the clause I of the “Clauses of contract”. In case the successful tenderer fails to remit the Initial security deposit within the above stipulated time, the Earnest money deposit shall be forfeited.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer and / or Engineer-in-charge shall be communicated in writing to Bank (Employer).

15. The rates quoted shall be inclusive of the expenditure for the item of work described, including materials, labour, tools and plant, lead, lift carriage and transport supervision, incidental charges, Royalties, duties, levies, Cess, entry tax, profession tax, Income tax or any other tax on material or finished work in respect of this contract, overheads and profits,

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mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport etc. complete for proper execution of the work as per drawings and specifications but excluding GOODS & SERVICES TAX (GST). No claims whatsoever for any extra payment shall be entertained by the Bank.

Royalties, duties, levies, Cess, entry tax, profession tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim whatsoever in respect of the same. All charges payable to local bodies for any service connections for purposes, land tax etc. shall also be paid by the contractor and nothing extra shall be paid/ reimbursed for the same.

16. The contractor shall give a list of the Canara Bank employees related to him with their places of posting and designations in prescribed Format

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being an approved Civil Engineering contractor (Building & Road) or in the panel of Nationalized Banks must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. The names and details of such agencies shall be got approved by the Bank.

19. Errors and omissions due to clerical, typographical or printing etc., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the appropriate tender accepting authority of the Bank shall be final and binding.

20. Procurement of all materials, other than specifically stipulated to be issued by the Bank, if any, shall be at the cost and the responsibility of the contractor.

21. PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):- As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under:

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a) The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

b) MSEs are exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates and exemption certificate from relevant authorities.

Purchase Preference to Micro and Small Enterprises (MSEs) and Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines.

Vide Notification No. S.O. 2119(E) dated 26.06.2020 Ministry of Micro, Small & Medium Enterprises (MSME) issued the revised guidelines regarding criteria for classification of enterprises as Micro, Small & Medium Enterprises and their mandatory registration in Udyam Portal. All existing enterprises registered under EM-Part-II or UAM (Udyog Aadhar memorandum) required registering again on the Udyam Registration portal.

1.1. All MSME registered vendors are required to submit the Udyam Registration Certificate as a proof of registration in order to avail the benefits of a MSME firm.

1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.

1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.

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2. Start-up:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Start-ups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank.

22. GOODS & SERVICES TAX (GST): On the interim bills and final bills of the successful bidder, the applicable Goods & Services Tax (GST) is payable by the Bank as per the rates of goods & Services Tax (GST) Act enacted by the Government of India. The individual rates quoted should be excluding GST. The L1 will be arrived excluding GST component. Applicants are requested to note that our Bank is not central or State Govt entity but a public sector Bank and it is clarified that the subject project comes under the category of Composite supply of works contract as defined in clause 119 of Section 2 of CGST act. However as & when the bills are claimed by the successful bidder, GST percentage prevailing at that time will be considered as per Government guidelines.



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23. Tenderer shall fill in all the blanks and put their signature and seal on each page of the tender documents. The successful Tenderer will have to enter into an agreement with each component of the Tender document with the Bank.

24. The tender drawings under this NIT are only indicative to broadly understand the scope of the works. The contractor shall carry out the works according to the workings drawings/ construction drawings issued by the Engineer in charge during the course of work from time to time. Tenderer/ Contractor is not eligible for any claim on account of any differences between the tender drawings and working drawings.

25. LIQUIDATED DAMAGES.

Time is the essence of the contract. The completion of the works is essential to comply with various requirements of the bank. Thus the contractor shall be aware and take note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under Clause 12 hereof, the Contractor shall pay the Employer the sum at the rate of 1% (one per cent) of the Contract Value per week of delay subject to a limit of 10% (ten percent) of the Contract Value as "Liquidated damages" for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

For this purpose the term 'Contract Value' shall be value at the contract rates of the work as ordered / accepted.

The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

26. PROTECTION TO WORKS, STORAGE

Protective Measures: The contractor shall make suitable arrangements for watching and protecting the works and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

Contractor shall indemnify the Employer against any possible damage to the building, roads or members of the public in course of execution of the work.

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Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

Storage of materials: The contractor shall provide adequate protection of the materials, work etc., and also other work that may be executed on the site.

All offensive, inflammable materials shall not be stored in the premises.

27. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Consultant on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

28. SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site **until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.**

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29. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi, GST and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work.

The work must be done in the best workman like manner.

Samples of all materials to be used must be submitted to the Employer/consultant when so directed by the Engineer/ consultant and written approval from Employer/consultant must be obtained prior to placement of order for the material.

Before ordering any material, the Contractor shall get samples of the materials approved from the Bank/ consultant well in time. The samples of materials shall be got tested from approved laboratories at the contractor's cost before approval if ordered by the Bank/ consultant. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.

30. REMOVAL OF IMPROPER WORK, RECTIFICATION, REJECTED MATERIALS

The Employer shall during the progress of the work have power to order for removal of work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/consultant are not in accordance with specifications or drawings or instructions.

All materials / or workmanship which in the opinion of the Bank are / is defective / not confirming to specifications / drawings or un-suitable, shall be removed immediately from the site and shall be substituted/ reworked with proper material and / or workmanship forth with as per drawings, specifications at the cost of the contractors.

In case the contractor refuses to comply with the orders of the Employer/ consultant, then the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor under this contract or any other contract. No certificate, which may be given by the consultant/ employer, shall relieve the contractor from his liability in respect of unsound work or bad materials.

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31.ACCESS

Any authorized representative of the Employer/ consultant shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

32. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the employer/contractor to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials.

The work will from time to time be examined by the consultant, Engineer from the Premises Department along with the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the consultant/Employer.

33. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified staff and competent site engineer for the work who shall be available throughout the working hours to receive and comply with instructions of the Employer/Consultant. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

No labourer below the age of Eighteen years shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
- b) Minimum wages Act
- c) Employer's Liability Act
- d) Workmen's Compensation Act

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- e) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- f) Apprentices Act 1981
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.
- h) Indian Electricity Act (IE Act) and follow the rules.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

34. DISMISSAL OF WORKMAN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the employer or any of their officer or employee.

35. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid

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shall not entitle the Contractor for shortlisting and invitation for participation in the proposed price bid submission for the project. The shortlisting as well as final Selection of Contractor for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.

4. The technical details submitted with the offer will be evaluated and assessed by the Selection Committee of the Bank.

5. Contractor satisfying all the eligibility criteria will be termed as qualifying Contractor. Financial bids corresponding to those qualifying Contractor will be opened on a specified date and time which will be intimated to those qualifying Contractor well in advance. The financial bids of qualified Contractors only shall be opened in presence of their authorized representatives as specified.

6. For the purpose of evaluation of bids, the cost of project shall be considered as **Rs.70 Lakhs**.

7. The qualifying Contractor whose fee is competitive & reasonable will be considered for entrusting the works as Contractor to the subject work.

8. The decision of the Bank in selection of the Contractor shall be final and binding on the bidders.

CONDITIONS OF CONTRACT

1. The 'Contract' means the tender documents and acceptance thereof and the agreement duly executed between the CANARA BANK and the Contractor, together with the documents referred to therein including these conditions, NIT, specifications, schedule of quantities, agreement, designs, drawings and instructions issued from time to time by the Employer and / or Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

a. The expression 'works' or 'work' shall be as mentioned Schedule F, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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b. The `Site' shall mean the land/or other places on as mentioned Schedule F, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

c. The `Contractor' shall mean as mentioned in schedule F, the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assigns of such firm or company.

d. The `Employer/CANARA BANK means as mentioned in schedule F any officer of the Bank, who is specifically authorized to enter into contracts and in-charge of the work mentioned in Schedule F.

e. The `Engineer-in-Charge' means the Officer, Engineer and/or Site Engineer appointed by the Architect to the Project as mentioned in Schedule `F' hereunder who shall supervise and be in charge of the work or any other person specifically deputed by the Employer.

f. Contract Price' shall mean the final accepted rates in the Schedule A hereto.

g. `Date of Contract' means the `Calendar date on which the Employer and Contractor have signed the Agreement on the Stamp Paper.

h. "Accepting Authority" shall mean the authority mentioned in Schedule `F'.

i. "Excepted Risk" are risks due to riots (other than those on account of contractor's employees or agents or persons worked under or at the instance of the contractor) or civil commotion (in so far as both these are uninsurable), war (Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

j. "Market Rate" shall be the rate as decided by the Employer on the basis of the cost of materials and labour and the site where the work is to be executed plus the percentage mentioned in Schedule `F' to cover all overheads and profits.

k. "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the C.P.W.D. or state P.W.D. mentioned, if any, in Schedule `F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

l. 'Approved' or 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, 'approved by or approval of the 'Accepting Authority' in writing.

m. 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

n. 'virtual completion' shall mean that the work/building is complete in all respects in the opinion of the Employer/BANK

o. 'Drawings' shall mean all drawings and/or sketches duly signed by the Engineer-in-charge or their representative on behalf of the Employer before commencement or during the progress of the work.

p. 'Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the Employer/BANK to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

q. Basic rate / Base price shall be as specified in Schedule F, Annexure 18 and in Financial Bid [Schedule of Rates & quantities (SOR)] is nothing but basic rate of materials or the actual price quoted by the authorized stockiest/wholesalers/ showroom Excluding GOODS & SERVICES TAX (GST) or any other tax on material and all other duties levied by the statutory/local authority and also excluding loading, unloading and carriage/ transportation cost to the site of work, overheads, storage charges at site.

r. "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Engineer in charge / Employer. However, in the case of specialist contracts like for anti-termite treatment [minimum 10 (Ten) years guarantee], water proofing treatment works [minimum 5 (five) years guarantee] and the like, the period of warranty in such contracts shall supersede the defect liability period, and the defect liability period of twelve months shall stand extended to be equal to the warranty period.

3. Terms of Interpretation:: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings to these Conditions of Contract, Clauses of contract, special conditions, Technical specifications shall not be deemed to form part thereof or be taken into consideration in the interpretation thereof or of the contract.

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

5. The contractor shall be furnished, free of cost one certified copy of the contract documents (except standard specifications, Schedule of Rates) together with all drawings as may be forming part of the tender papers. None of these documents shall be used by the Contractor for any purpose other than for this contract.

6. Works to be carried out :The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall, unless otherwise stated, be held to include waste on material carriage and cartage, lead, lift, safety works, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

7. Rates: The rates quoted shall be all inclusive rates for the item of work described, including cost of materials, wastage, labour, tools and plant, lead, lift carriage and transport supervision and Royalties, duties, profession tax, GST, Turnover Tax or any other tax on material in respect of this contract or, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport, any other incidentals works etc. complete and for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable unless otherwise specifically exempted and are specified as payable or reimbursable under this Agreement.

8. Sufficiency of Tender: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Rates (SOR), which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

9. Discrepancies and Adjustment of Errors: The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

9.1 If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed:

- a) Description of the Item as detailed in Schedule of rates (SOR).
- b) Particular Specifications, Special condition, Additional conditions if any
- c) Detailed Drawings

Moreover, the Contractor is not allowed to take benefit out of any clerical / grammatical mistake in the standard clauses/ Bill of Quantities/Specifications etc. being used in the agreement”.

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

9.2 If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.

9.3 Any error in description or quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

10. Signing of Contract: The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of following failing which the Earnest money deposit shall be forfeited:-

Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

2. The rates quoted for all items including buyback shall be inclusive of all taxes **except GST**. The quantities mentioned are approximate. Final bill will be settled based on actual measurement only.
3. All items shall be mentioned in words in clear & legible capital letters and in the space provided after each item.
4. The cost of Annual Maintenance Charges shall also be one of the criteria in evaluation of cost economics of the tender. Scope of CAMC is as given in Annexure-II of this document. All the activities under this clause shall be completed within the stipulated time.
5. All Civil work such as Masonry work like breaking away and making good of walls, floors slab etc. Required to be executed in the A.C system installation is the part of the scope of project. (Rate quoted shall include in Low side work items)
6. The entire job shall be executed in Total Co-ordination with the Other Agencies Working on this Project more particularly with the False Ceiling and Electrical work.
7. The contractor will attend to all defects noticed during defect liability period. Within 24 hours from the time of complaint if contractor fails to attend to the defects within 24 hours these defects will be rectified by the bank and the expenditure incurred on this account will be recovered from security deposit or any other money due on time.
8. Bank reserves the right to alter / modify the scope of work any time during the course of execution of work.
9. The work has to be strictly completed before the stipulated time period in all aspect.
10. The supplier should take care of the warranty of any fixtures during warranty period and get it replaced them, if it required.
11. The materials that are used and other accessories should be of the specified make and quality.
12. Any additional type of work and quantity of work over and above the bill of quantity should be got approved before carrying out such works.

MAINTENANCE DURING DEFECT LIABILITY PERIOD OR WARRANTY PERIOD

13. The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year. During this period any defect observed in the system shall be rectified within 2 days of the observation of the defect and intimation of the same to the firm without any additional cost to the Bank.

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14. Supply and replacement of all spares, consumables and parts (including gas charging) required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be quarterly or more depending upon the ambient and site conditions.
15. Penalty for delay in rectification of fault during DLP: The complaints, forwarded by Bank’s Engineer/ Caretaker/ user over telephone call/ e-mail/ text message etc. shall have to be rectified within stipulated time failing which penalty as laid down in following table (subject to 10% of AMC charges) shall be levied. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

| Nature of Defect | Breakdown description | Stipulated rectification time | Penalty per day |
|-------------------------|--|--------------------------------------|------------------------|
| Minor Defects | Indoor units, circuits, filters, fans etc. | 12 hours | ₹250/- per defect |
| Major Defects | Compressor, ODU fan motor/ blade etc. | 24 hours | ₹1,000/- per defect |

COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) (AFTER THE DEFECT LIABILITY PERIOD)

1. The tenderer shall maintain the AIRCONDITIONING UNITS and associated equipments like VRF units for a period of 9 years after the expiry of defect liability period and ensure that it works as per the tendered parameters.
2. Regular servicing & inspection of the VRV/VRF system should be carried out at least on a quarterly basis by the service provider or as recommended by OEM under its best maintenance practices.
3. The complaints received should be attended within 12 hours of their receipts whereas major repair like replacement/ repair of compressor, gas charging, replacement of fan/ blower motor shall have to be rectified within 24 hours, failing which a penalty of Rs. 250/- per defect per day for minor complaints and Rs. 1,000/- per defect per day (subjected to 10% of annual AMC value) is liable to be imposed.
4. In addition to breakdown maintenance, the agency shall carry out quarterly preventive maintenance of VRF system & submit the report to department accordingly.

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5. Income tax, work contract tax would be deducted as per rule whenever required.
6. The contractor shall arrange all the materials, labour etc. required for the work.
7. Material shall be gotten approved from Bank's Engineer before start of work.
8. Watch & ward of the material brought/work done will be the responsibility of the contractor till the work is completed and handed over to the Bank.
9. The comprehensive maintenance contract includes electrical and electronic system components and accessories repair/ replacement of all faulty parts/ spare parts from ODU, IDU, Inline Fans including electronic, electrical and microprocessor-based controls and displays, remote controls, cables and wires etc. not limited to the same.
10. The comprehensive maintenance contract includes Mechanical System components and accessories repair/ replacement of all faulty parts/ spares parts such as compressors, refrigerant circuits, ducting, drain lines, copper tubing along with insulation, fans etc. not limited to the same.
11. Spares and consumables are to be used of manufacturers make or recommended makes only and shall be approved by Bank's Engineer before usage.
12. Special care and attention be given to ensure that no damage is done to the equipment in terms of: -
 - a) Avoiding leakage of refrigeration gas into the atmosphere through regular checkup and prevention.
 - b) Proper disposal of used oil/wastes as per the company's procedures.
 - c) Usage of eco-friendly chemicals/cleaning agents for de-scaling/coil cleaning etc.
 - d) Every breakdown /preventive maintenance service shall be followed by necessary Service Report indicating details of consumables/spares used separately.
 - e) Compressors for Package (ODU/IDU) units shall be replaced with either Factory reconditioned or new compressors of the same make in case of requirement.
 - f) In case, the insulation/ cladding is removed during breakdown / preventive maintenance works shall be reinstalled/ repaired/ replaced immediately

Tools, Tackles and Measuring Instruments: All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/Overhauling works/ While conducting tests are to be arranged by the Contractor as and when required at no extra cost.

Following items are covered under the scope of comprehensive maintenance:

- a) Various type/ size of indoor units complete with associated display, electronic cards and cordless/ corded remote controller & associated internal control/ power wiring/ regular cleaning of filters, fan motor & any other associated work for proper & specified functioning of indoor units.

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- b) Various capacity outdoor units with associated compressor, supply/ filling of compressor oil etc., System electronic cards, IGBT, control/ power wiring, oil recovery system, heat exchanger, condenser motor fan, internal refrigeration circuit & any other associated work for proper & specified functioning of outdoor units.
- c) Refrigerant piping along with all joints etc. including detection/ repairing of leakage, pressure testing with nitrogen gas, vacuum purging, gas recharging/ topping including supply of refrigerant. The repair work shall be carried out in professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of air conditioning system. The scope also includes supply & charging of refrigerant due to any unforeseen circumstances.
- d) Condensate drains water pipe cleaning, detection/ repairing of pipes for any leakage etc. Any other associated work for proper functioning of drain water disposal system.
- e) All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of air conditioning system.
- f) Any other item/ activities associated with proper functioning of comprehensive maintenance of complete air conditioning system deemed to have been included in the scope of work.

Deployment of maintenance staff: The contractor will depute technically qualified, competent and experienced staff for Comprehensive maintenance of air-conditioning system. It may also be note that normally scheduled maintenance activity shall be carried out on Saturday & Sunday or Any Gazetted Holiday for which the contractor will inform at least 24 hours in advance to the Bank's engineer for arranging the entry pass and granting access to Contractor's personnel at site.

Attending complaints:

- a) All defects and deficiencies should be rectified promptly after lodging of complaint. The complaint can be lodged by Bank's Engineer/ Caretaker/ concerned user through e-mail/ telephonic message/ text message. For expeditious disposal of complaint, contractor will keep sufficient reserve of unit exchange spare quantity & item to be kept as unit spares shall be jointly decided with Bank's Engineer.
- b) The contractor will furnish Telephone No. and his contact person to whom the complaint has to be lodged. A three tier Complaint Escalation Matrix shall be submitted by the Contractor clearly indicating Names, Designations, Telephone numbers and e-mail ID of concerned officials to whom the complaints shall be forwarded.

Maintenance schedules: In addition to attending to complaints, the contractor will be required to carry out prescribed maintenance schedules/ preventive

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Penalty Clause for delay in complaint resolution during CAMC period:

| Nature of Defect | Breakdown description | Stipulated rectification time | Penalty per day |
|------------------|--|-------------------------------|---------------------|
| Minor Defects | Indoor units, circuits, filters, fans etc. | 12 hours | ₹250/- per defect |
| Major Defects | Compressor, ODU fan motor/ blade etc. | 24 hours | ₹1,000/- per defect |

Payment of service charges during comprehensive annual maintenance service (CAMS):

The payment during the CAMS period shall be made on quarterly basis on rendering satisfactory service against invoice raised by the firm. The invoice should be accompanied by duly signed service reports in acknowledgement of services rendered.

Renewal of Comprehensive Annual Maintenance Contract (CAMC):

The service contract shall be renewed for a further additional period of at least 9 years. While renewing the contract the new contract amount will be arrived at based on following formula:

| | |
|---|---|
| $P_a = P_0 [(15+60x(M_1/M_0) + 25x(L_1/L_0)]/100$ | |
| P _a | The contract amount for the current year. |
| P ₀ | The contract amount for the previous year. |
| M ₁ | Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year. (Ref: Office of The Economic Adviser, Ministry of Commerce and Industry) |
| M ₀ | Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year. (Ref: Office of The Economic Adviser, Ministry of Commerce and Industry) |
| L ₁ | Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year (Ref: Statistical data for Labour Bureau website, GOI) |
| L ₀ | Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year. (Ref: Statistical data for Labour Bureau website, GOI) |

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**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

TENDER FORM

To,
Assistant General Manager,
General Administration Section, Circle Office,
Kozhikode.

**Name of the Work : Air- Conditioning work for New Premises of Canara Bank Circle
Office Kozhikode**

I/We have read and examined the notice inviting tender. Proforma A,B,C,D,E,F, & G, specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate, Appendix I-IV and all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Bank within the time specified, at the rates specified in the attached schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in General Rules and Directions and the conditions of contract and with such materials as are provided for, by, and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Ninety days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs..... is hereby forwarded in Demand Draft / BG of
Bank as Earnest Money Deposit. If I/We, fail to commence the work specified I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

I/We hereby declare that I/We treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any persons other than a person to whom I/We am /are authorized to communicate the same or use the information in any manner prejudiced to the safety of the state.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

Shri..... ,Partner/Proprietor/.....is the person authorized to negotiate commercial and technical terms and conditions and sign on behalf of the firm any Agreement, Bills and receipts for this work.

I/We agree that should I/We fail to deposit the full amount of initial security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the CANARA BANK and the same ,may at the option of the CANARA BANK be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Signature of Contractor
Full Postal Address



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

APPLICATION FORMAT

Name of Work: **Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode**

| SR NO | PARTICULARS | DETAILS |
|-------|--|---------|
| 1 | Name of the Firm | |
| 2 | Address of Main Office | |
| 3 | Address of Office in Kerala | |
| 4 | Telephone No. Office : Mobile : E-Mail : | |
| 5 | Type of Organization Firm(Whether company/ Partnership / proprietary) | |
| 6 | Name of the Proprietor/ Partners/ Directors (With professional qualifications, if any): | |
| 7 | Year of establishment | |
| 8 | Whether registered with Registrar of Companies/ firm. If so, No. & Date | |
| i | Registration with Tax Authorities | |
| ii | PAN NO | |
| iii | GST Regn Number | |
| 9 | Banker's details: | |
| i | Name of Bank, Full address, telephone number and E-mail | |

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**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

| Name | Qualification | Experience | Position | Employed in our firm since |
|------|---------------|------------|----------|----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

15. Registration with Government/ Public Sector/ Banks

| Name of the Organization | Nature of Works | Value of Works | Date of Registration |
|--------------------------|-----------------|----------------|----------------------|
| | | | |
| | | | |
| | | | |

16. Furnish the details of AWARDS, CITATIONS etc. received in recognition of your services in projects designed/ associated

| YEAR | Name of the Award with details | Name of the organization from whom award was received | Name of the project for which such award was received |
|------|--------------------------------|---|---|
| | | | |
| | | | |

**17. Certification in in-house quality control (ISO certification):
DECLARATION**

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

PROFORMA A

DETAILS LIST OF RELATIVES WORKING IN CANARA BANK

| |
|--|
| <p>Name of Work: Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode</p> |
|--|

1. Details List of relatives working in Canara bank.

| NAME OF THE OFFICIAL | DESIGNATION | ADDRESS OF THE OFFICE / BRANCH |
|----------------------|-------------|--------------------------------|
| | | |
| | | |
| | | |

2. Details List of retired Government / PSU/ Bank employees, employed by the applicant:

| NAME OF THE RETIRED OFFICIAL | DESIGNATION | NAME & ADDRESS OF THE PREVIOUS EMPLOYER |
|------------------------------|-------------|---|
| | | |
| | | |
| | | |

Place:

Date:

SIGNATURE
 NAME & DESIGNATION
 SEAL OF ORGANISATION

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

PROFORMA B

AUTHORISATION LETTER

Name of Work: Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

To,
Assistant General Manager,
General Administration Section,
Circle Office,
Kozhikode.

This has reference to your above subject Mr. is hereby authorized to attend the bid opening on _____ on behalf of our organization. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority of the Contractor

Signature of Attesting Authority

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

PROFORMA C

CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS

Name of Work: **Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode**

To,
Assistant General Manager,
General Administration Section,
Circle Office,
Kozhikode.

I/We have read and understood the Notice Inviting offer and all its components the draft contract to be entered with the Bank and understood all other relevant particulars.

I/We are fully qualified to provide the services to the said work and agree with all the contents of this NIO. We are agreeable to extend our services for the subject project and the rates have been conveyed separately in "*Financial-bid*" furnished.

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

I/We enclose herewith a Demand draft No..... of Bank for Rs /- towards the Earnest Money deposit.

I/We agree that until a regular contract is executed, this document with the Bank's written acceptance thereof shall constitute a binding contract between us.

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

PROFORMA D

AGREEMENT FORMAT

This agreement made on the.....Day of the month of.....in theyear 2024, BETWEEN, Canara Bank a body corporate constituted under theBanking Companies (Acquisition and Transfer of Undertakings)Act, 1970, havingits Circte Office, at Kannur Rd, West Nadakkave, Bilathikkulam, Kozhikode, Kerala 673005. Represented by Circle Office,.....its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART; and Shri/M/s..... S/D/o.....resident of the sole proprietor of M/s.....having office at...../the partnership firm represented by its Managing / duty authorized partner, having an administrative / principal office ata company / body corporate being its registered office at.....duly represented atduly represented by its constituted and authorized Managing Director, Shri.....and (hereinafter called the Contractor) of the other part

WHEREAS THE Bank is desirous that certain works should be constructed viz.,.....and has accepted the tender dt.....furnished by the contractor for the constructions, completion and performance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
 - a) Notice inviting Tender
 - b) The Tender form
 - c) General Rules and Directions to tenderers.
 - d) Conditions of contract and clauses of contract along with Annexures thereto and proforma A to F.
 - e) Schedule of quantities (SOQ) includes Prices and tendered amount.
 - f) Tender drawings.
 - g) Technical Specifications for the work.
 - h) Safety code and Model rules for the protection of health, sanitary arrangements for workers employed.
 - i) Letter of Acceptance.
 - j) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

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**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

In consideration of the payments to be made by the Bank to the contractors, the contractor hereby covenants and agrees with the Bank to execute, complete and perform the works in conformity in all respects with the Tender document as mentioned in the aforesaid documents which shall form part of this agreement

IN witness whereof, the parties hereunto have set their hands and seals the day and year first above written.

For and on behalf of For and on behalf of the

M/s. _____

CANARA BANK

In the presence of:

1.

2.

Confidential



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

PROFORMA E

UNDERTAKING LETTER – NON ALETRATION OF DOCUMENT

**Name of Work: Selection of Contractor for Interior Furnishing, Electrical, Data Cabling
and Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode**

To,
Assistant General Manager,
General Administration Section,
Circle Office,
Kozhikode.

This has reference to your above Notice inviting the offer (NIO) published in your banks web site and NIC web site.

We hereby state that we M/s have submitted the above offer documents duly filling at the appropriate places without making any alterations, corrections, omissions in the NIO issued by the bank or downloaded from the web site.

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

Confidential



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

PROFORMA F
INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Kozhikode on this _____day of _____ month of year (2024) By M/s _____duly represented by proprietor / one of its partners Sri , aged _____ years, son/daughter of Sri _____, residing at _____

In favour of Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore – 560002.

Whereas I am the proprietor/authorized partner of M/s _____ and had applied for rendering architectural services for _____

Whereas as my company was shortlisted for issue of tenders and my firm/company became successful in securing the subject work through competitive tendering and the work of _____has been awarded in our favour by Canara Bank, Circle Office, Kozhikode vide their letter ref: _____ dated _____

And whereas for undertaking the _____work, my company has entered into contract agreement with Canara Bank on _____.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dated _____ and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect of _____ and referred to above,

I hereby undertake to indemnify and keep harmless the Canara Bank & its Architect and its officials/ staff from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which I shall be solely responsible.

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

PROFORMA G
NON BLACKLISTING

**Name of Work: Selection of Contractor for Air- Conditioning work for New Premises of
Canara Bank Circle Office Kozhikode**

To,
Assistant General Manager,
General Administration Section,
Circle Office,
Kozhikode.

Ref:

I / We hereby declare that I / We have not been banned or blacklisted or debarred by any Government, Quasi Government Agencies, Public Sector Undertakings, and Public Sector Banks anywhere, anytime.

Should it be observed anytime during currency of the empanelment selection process or during period of empanelment of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for forfeiture of our EMD/Security deposit by CanaraBank without any recourse.

Place:

Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

APPENDIX – I - AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM

(On Non-Judicial Stamp Paper of Rs.200/- in case the individual who is the sole proprietor of the firm)

I, S/o Age
years, occupation business R/o

..... do hereby state on oath as under:

That I am residing in

locality of District Since last Years.

That I am the sole proprietor of a proprietary concern name and style as “.....”

having its office at District dealing in the business of Government’s/Private civil contracts and ancillary works attached therefor.

Hence this affidavit.

Deponent

Note: This Affidavit should be notarized.

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

APPENDIX – II – CHARTERED ACCOUNTANT’S CERTIFICATE (In Letter Head of Auditor Firm)

No. Date:

To The Assistant General Manager, General Administration Section, Canara Bank Circle Office, Kozhikode – 673002 Dear Sir,

Tender Reference No.

This is to certify that we, _____, vide our registration No. _____, Auditors of the company/firm M/s _____ do hereby certify that, the company/firm has turnover and net profit for last three financial Year from the type of work for which the application is submitted is given as under:-

Table with 4 columns: FY, Assessment Year, Turnover, Net profit after tax. Rows for 2021-22, 2022-23, and 2023-24.

The certificate has been based on information and documents produced before us. (Copy of the certified documents attached for your reference)

Yours faithfully (Name & Signature with Seal)

For and on behalf of M/s _____ (UDIN: _____)

Place:

Note: This CA Certificate should be on the letter head of the Auditor Firm and should be signed by a Competent person of the Firm.

Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

APPENDIX – III - CLIENT’S CERTIFICATE

Name of Client with full address:

Details of work executed by: Shri / M/s

| Sr. No. | Particulars | Remarks |
|---------|---|--|
| 1 | Name of work with brief particulars | |
| 2 | Agreement No. and date | |
| 3 | Agreement amount | |
| 4 | Date of commencement of work | |
| 5 | Stipulated date of completion | |
| 6 | Actual date of completion | |
| 7 | Details of compensation levied for delay (indicate amount) if any | |
| 8 | Final certified amount of the work completed** | |
| 9 | Name and address of the authority under whom works executed | |
| 10 | Whether the contractor employed qualified staff? | |
| 11 | Quality of work (indicate grading) | |
| 12 | Did the contractor go for arbitration? If yes, total amount of claim | |
| | Did the contractor go for arbitration? | Outstanding / Very Good / Good / Satisfactory / Poor |
| 13 | Comments on the capabilities of the | |
| | a) Technical Proficiency | Outstanding / Very Good / Good / Satisfactory / Poor |
| | b) Financial soundness | Outstanding / Very Good / Good / Satisfactory / Poor |
| | c) Mobilization of adequate T&P | Outstanding / Very Good / Good / Satisfactory / Poor |
| | d) Mobilization of manpower | Outstanding / Very Good / Good / Satisfactory / Poor |
| | | |

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

APPENDIX – IV -LIST OF PREFERRED MAKE

| | |
|---------------------------------|---|
| VRF/ VRV system | Daikin/ Hitachi/ Mitsubishi Electric/ Carrier/ Toshiba/ Blue star/ Voltas/ O General/ LG. |
| Power Cables | Polycab/ Finolex/KEI |
| Thermal Enclosure | Armaflex/ Aerofoam/ K-Flex |
| Fresh Air/ Exhaust fans | Kruger/ Comefri/ Nicotra/ Systemair/ Caryaire/ Ostberg / Green Hec |
| UPVC Drainpipe | Astral/ Supreme/ Prince/ Ashirvad |
| Pre-Filters | Kirloskar/ Dyna/ Klenzaid/ Airtech |
| Grilles/ Diffusers/ Disc Valves | Cosmos / Dynacraft/ Caryaire/ Systemair/ Air Pruduct/ Air Master |
| Refrigerant copper piping | As approved by OEM |
| PVC conduits | Astral/ Supreme/ Prince/ Ashirvad |
| GI Sheet Steel (120 GSM) | Tata/ Jindal/ SAIL/ Essar |

NOTE: Any brands indicated under the items specifications in the bill of quantities will prevail over the above indicated makes. Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank.

Signature of The Tenderer with Seal

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Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office Kozhikode

APPENDIX – V MANUFACTURERS' AUTHORIZATION FORM

(In original letter head of OEM and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer and be enclosed with the technical bid)

From,

Address of the Manufacturer:

To,
The Assistant General Manager,
Canara Bank,
General Administration Section,
Circle Office, Kozhikode

Dear Sir,

SUBJECT: MANUFACTURERS' AUTHORIZATION FORM -REG

We M/s an established and reputable manufacturer of VRF AC units [Product] having Corporate/registered Office at do hereby authorize M/s [insert complete name and address of Bidder] to submit the bid as per above-mentioned tender no. _____ dated _____ and to subsequently negotiate and sign the Contract with you for the supply of goods manufactured by us. This is to confirm that the item(s) as per the tender is/are manufactured by our firm.

We hereby confirm and extend our full guarantee and warranty in accordance with the general conditions of contract, special conditions of contract and Terms & Conditions of tender, with respect to the Goods and services offered by the above firm. Also, we duly authorize the said firm to act on our behalf in fulfilling any or all installation, technical support and maintenance obligation as required by the contract. Also undertake to ensure the supply of spare parts for a period of 10 years for the model supplied and to carryout comprehensive AMC for at least Years after the defect liability period of year.

In case, the said firm fails to provide services during defect liability period/AMC the same shall be provided directly/ through authorized dealer within the rate quoted subject to all tender conditions.

We hereby confirm the compliance of the technical specifications submitted by our authorized Bidder.



**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated

:

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**Selection of Contractor for Air- Conditioning work for New Premises of Canara Bank Circle Office
Kozhikode**

PROFORMA H

FINANCIAL BID

FINANCIAL BID (GIVEN IN SEPARATE PDF FILE)

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