Premises & Estate Section, Circle Office, Jaipur

Ph. No. 0141 - 2222909
E-mail id: premisescojpr@canarabank.com

Date: 30/07/2024

To,
M/s _____
_____

Dear Sir / Madam(s),

NOTICE INVITING TENDER FOR ELECTRICAL WORK AT CANARA BANK JHUNJHUNU II BRANCH.

We forward herewith one original copy of tender document for the following works. Please note that the tender document duly filled in shall be submitted as per terms and conditions stated herein below:-

a) Name of Work : **ELECTRICAL WORK AT CANARA BANK JHUNJHUNU II BRANCH.**

b) Cost of Tender Documents : **NIL.**
c) Submission of tender Documents : During office hours on or before **16/08/2024(3:30 PM)** except Sunday & holidays

d) Tender Document should be submitted to: Canara Bank,
Premises & Estate Section,
Circle Office, Orbit Mall, Civil Lines,
Ajmer Road, Jaipur - 302006

e) Tender Documents should be submitted by the tenderer in sealed envelopes on or before 16/08/2024latest by 03.30 pm. The Bids will be opened on 16/08/2024 at 04:00 p.m. The content of the two parts shall be as follows:-

f) The Technical Bid & Financial Bid to be sealed and submitted.

g) Tenderer should ensure that the tender is received, before the date and time specified and no consideration whatsoever shall be given for postal or any kind of delay. Tenders received late are liable to be rejected and is at the sole discretion of the Bank.

h) The sealed envelope should be addressed to: - Canara Bank,
Premises & Estate Section,
Circle Office, Orbit Mall, Civil Lines,
Ajmer Road, Jaipur - 302006
Phone No. 0141 - 2222909

i)The sealed envelope should be super scribed as: - **"TENDER FOR ELECTRICAL WORK AT CANARA BANK JHUNJHUNU II BRANCH DUE ON 16/08/2024 at 03:30 PM.**

j) CANARA BANK reserves the right to accept any Tender or to reject any or all tenders without assigning any reason thereof.

k) The tenders to be submitted must be "unconditional" and conditional tenders will be liable for rejection. Any bidder desires of imposing any condition having financial implication should load the tender appropriately and should not put any condition. In case the technical & financial bids are put into one envelope instead of separate envelope the tenders will be rejected.

Master envelope without super scribes of tender details not in the manner prescribed elsewhere in the tender document will be summarily rejected.
Tenders without proper addition of totals / deliberate calculation mistakes / illegible handwriting / freak rates or no rates in certain items will be rejected summarily.

Yours faithfully,

For CANARA BANK

ASSISTANT GENERAL MANAGER

SIGNATURE OF CONTRACTOR

CONTD…

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

Sealed Tenders on item rate basis are invited from competent TENDERERS, on behalf of the Canara Bank, hereinafter known as Bank, for carrying out the **ELECTRICAL WORK AT OUR CANARA BANK JHUNJHUNU II BRANCH** as per the specifications and the drawings furnished by the Bank.

The site for the works is at **CANARA BANK JHUNJHUNU II BRANCH** and it is available for immediate commencement of work or shall be made available on the date of commencement of the works.

1) Contract document consists of Notice inviting the tender (NIT), General rules and instructions for the guidance of the tenderer, General conditions of the contract, Schedule of quantities with specifications, Tender Drawings ,Form of tender, Form of agreement and Approved makes to be complied by the tenderer.

2) Tenders, which should be placed in sealed cover, with the name of the work / project written on the envelope will be received by the Divisional Manager, Canara Bank, Premises & Estate Section, Circle Office, Orbit Mall, Civil Lines, Ajmer Road, Jaipur - 302006 up to 03:30 p.m. on 16/08/2024and will be opened by him in his office on 16/08/2024at 04:00 p.m.. The tenders received after the last **date** and **time** stipulated for submission of the tenders shall be rejected.

The Bank shall not be responsible for any delay in receipt of the tenders received by post or courier. Therefore the tenderer shall ensure that his tenders are submitted well in advance.

3) **The works to be commenced immediately after awarding contract and to be completed in all respects within THIRTY (30) days in coordination with authorities/vendors/contractors/landlords and branch manager and bank's engineer KINDLY HAVE THROUGH DISCUSSIONS WITH BRANCH AND OTHER AUTHORITIES INVOLVED BEFORE COMMENCING THE WORKS. ALL MATERIALS TO BE GOT APPROVED BY BANK OFFICIALS AND PANEL ARCHITECT BEFORE USE. No extension of time will be permitted under any circumstances.**

4) The **tenderer should quote the rate in figures as well as in words and amount tendered by them**. The amount for each item should be worked out and the requisite totals be given.

The rates quoted shall be inclusive of rates for the item of work described, including materials, labor, tools & plant, carriage & transport, supervision overheads & profits, mobilizing and other charges, **taxes excluding GST**, whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and claim whatsoever for any extra payment shall not be entertained.

5) When a tenderer signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate tenderers, the rates and the amounts tendered should be attested by a witness.

6) The tenderer, whose tender is accepted, will be required to furnish security deposit for the due fulfillment of his contract, as detailed as detailed in Page no. 10 of the General Conditions of the Contract.

The security Deposit shall be collected and repayable as detailed in page No.10 of the General Conditions of the Contract.

a) The successful tenderer to whom the contract is awarded, will have to deposit as initial security deposit a further sum to make up 2% of the value of accepted tender.

7) The acceptance of a tender will rest with the Bank that does not bind itself to accept the lowest tender, and reserves its right to accept or to reject any or all of the tenders received without assigning any reason.

All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

THE BANK RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES or OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PARTS.

The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

8) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable for rejection.

9) All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

10) Special care should be taken to write the rates in figures as well as in words. The total amount should be written both in figures and in words. In case of figures, the words `Rs.' should be written before the figure of rupees and words `P' after the decimal figures, e.g. Rs.2.15 "P" and in case of words, the word `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. However, if a discrepancy is found,

i). the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)

ii). if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)

iii). where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.

iv).All corrections such as cuttings, interpolations, omissions and over-writings shall be number as `c',`i',`o' and ` o w' and initialed and total of such c, i, 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.

11) Any type of Tax and / or any amount payable including GST on material or finished work in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.

12) The tenderer shall give a list of his relatives, if any, working with the Bank along with their designations and addresses.

13) No employee of the Bank is allowed to work as a tenderer for a period of two years of his/her retirement from the Bank services, without the previous permission of the Bank. This contract is liable to be canceled if either the tenderer or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the tenderer's service.

14) The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender that are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the initial security money as aforesaid.

15) The tender for the work shall not be witnessed by a tenderer or contractors who himself / themselves has / have tendered or who may and had/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.

16) It will be obligatory on the part of the tenderer to tender and sign the tendered documents for the entire component parts, all pages and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Bank.

17) Further the tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall not constitute a binding contract between the tenderer and the Bank.

18) The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works like electrical, air-conditioning connected directly or indirectly with the contract and employed by the Bank.

19) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

20) Tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

21) On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Bank shall be communicated to the Bank.

22) All the contents of the Tender document shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within 03 days from the date of acceptance, sign on a stamp paper the contract consisting of:-

(a) Standard form of Agreement on stamp paper.

(b) Notice inviting tender, all the components and documents including tender drawings, if any, forming the tender as issued at the time of Invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Tender drawings, Technical Brochures in schedules submitted by the tenderer etc.

(c) Price Bid / Schedule of Quantities with rates.

For & on behalf of the Bank

Signature of the Competent Authority

Signature of the Tenderer
With Name, Constitution & Seal

(II) T E N D E R - O F F E R

I/We have read and examined the Notice Inviting Tender, General Rules and Instructions, General Conditions of Contract, Specifications, Schedule of quantities, drawings and all other documents 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 schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said initial security deposit absolutely otherwise the said initial security deposit 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.

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 initial security deposit shall be absolutely forfeited to the Bank and the same may at the option of the Bank without prejudice to any other right or remedy available in law.

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 there from 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 / the Bank.

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

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.

Dated the: .....day of ……..2024

Signature of Tenderer

Name & address:

WITNESS:

1.

2.

Full Postal Address including Pin Code No. & Contact No.

III) A C C E P T A N C E

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Bank for a sum of Rs. _____(Rupees_____)

The letters referred to below shall also form part of this contract agreement:

a)

b)

c)

Dated this _____day of _____2024

For & on behalf of the Bank

Signature: _____

Designation:_____

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of the Bank.

DEFINITIONS / INTERPRETATIONS:

The `Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Bank and the Contractor, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, designs, drawings and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

The `Tenderer' or `Supplier' or `Contractor' shall mean 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 theirs legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.

The `Bank' or `Bank' means any officer of the Canara Bank, who is specifically authorized to enter into contracts in respect of the above works.

The `Engineer-in-Charge' means the Senior Manager, or Officer, / Engineer and/or Site Engineer who shall supervise and be in-charge of the work or any other authorized representative or person specifically deputed by the Bank and / or the Consultants wherever they are employed from time to time by the Bank.

"Engineer-in-Charge/Consultant/Architect": This term shall mean any authorized representative or person specifically deputed by the Bank wherever they are employed from time to time by the Bank.

`Contract Price' shall mean the final accepted rates in the Price Bid hereto.

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

"Accepting Authority" shall mean The Divisional Manager of the Canara Bank (the Bank).

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

`Appellant Authority' shall mean The Deputy General Manager, of the Bank (the Bank). Who shall also be the authority to consider any extension of time or compensation as defined in clause hereunder.

`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.

`virtual completion' shall mean that the ELECTRICAL is complete in all respects and can be used by Bank authorities for conducting the business in good condition in the opinion of the Bank and for which the completion/clearance certificate has been issued by the Engineer -in-charge / Consultant and the installation is fit for usage.

`Drawings' shall mean all drawings and/or design drawings furnished by the contractor / sketches duly signed by the authorized Engineer-in-charge or the Consultant on behalf of the Bank before commencement or during the progress of the work.

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

"Defect Liability Period" shall mean a period of Twelve months from the certified date of virtual completion issued by the Consultant/Engineer-in-charge and accepted by the Bank.

"Schedule of quantities" shall mean the schedule of quantities as specified and forming part of this contract.

"Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

"The work" shall mean the work or works to be executed or done under this contract.

"Act of Insolvency" shall mean any act defined by the Presidency Towns Insolvency Act or in Provincial insolvency Act or any amending statutes.

SCOPE OF WORKS TO BE CARRIED OUT: The work consists of **ELECTRICAL WORK OF CANARA BANK JHUNJHUNU II BRANCH** in accordance with the "drawings" and "schedule of quantities". It includes providing all the materials, wastage of material, labor, transport, tools & equipment's and management necessary for and incidental to the completion of the work. All work during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the Bank. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Bank so that upon completion of the work the same will be acceptable and ready for use.

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.

Any error in description or quantity or rate in Schedule of Quantities or any omission there from 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.

Bank or their authorized representative may in their absolute discretion issue further drawings and/or written instructions, details, directions & explanations which are, hereafter collectively referred to as " The Bank's instructions" in regard to:

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

Any discrepancy in drawings or between the schedule of quantities and/or drawings and/or specifications.

The removal from the site of any defective material brought thereon by the contractor and substitution of any other material thereof.

The demolition, removal and re-execution of any work executed by the contractor/s.

The dismissal from the work of any persons employed thereupon.

The opening up for inspection of any work covered up.

The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period(retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's or his agent/Engineers instructions, provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Bank or his agent shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Bank or his agent. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Bank as provided in clause "variation".

Regarding all factories made products for which ISI marks are available, only products bearing ISI marking shall be used in the work. If the materials quality found to be inferior at any stage of the works or during the defect liability period the contractor to replace the said items with the materials as per tender at no extra cost with in the period specified by Bank.

Materials of approved makes as prescribed in tender shall only be used and also colors to be as advised by the Bank. If any discrepancy found after completion of work the non-specified items are liable to be rejected.

TENDERER SHALL VISIT THE SITE: The Tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport condition, effective labor and materials, access and storage for materials and removal of rubbish. Tenderer shall provide in their tender for cost of carriage, freight and other charges as for any special difficulties and including the police restriction for transport etc. for proper execution of works as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Bank or his agent/engineer might be deemed to have reasonably been inferred to be so existing before commencement of work.

TENDERS: The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initials/signature will indicate the acceptance of the tender papers by the tenderer (Also see General Rules and instructions for the guidance of Tenderers).

The schedule of quantities shall be filled as follows

a) The "Rate" column to be legibly filled in ink in both English figures and English words.
b) Amount column to be filled in for each item and the amount for each subhead as detailed in the schedule of quantities.
c) All corrections to be initialed.
d) The "Rate" column for alternative items shall be filled up.
e) The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
f) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original shall be taken as correct Rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comment modifications in a separate sheet of paper attached to original tender papers.

The Bank reserve the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Bank / Consultant, detailed analysis of any or all the rates shall be submitted. The Bank / Consultant shall not be bound to recognize the contractor's analysis.

The works will be paid for as “measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications schedule of quantities and no further extra charges will be allowed in this connection. **In the case of lump-sum charges in the tender in respect of any item of works , the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Bank/Consultant.**

The Bank has power to add to, omit from any work as shown in the drawings or described in the specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Bank. No variation shall vitiate contract. Please also refer Para 9 hereinafter.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender.

AGREEMENT: The successful contractor shall be required to sign the contract agreement, the proforma of which is enclosed and shall pay for all stamps and legal expenses, incidental thereto.

PERMITS AND LICENSES: Permits and licenses for release of materials or its purchases which are under Government control will be arranged by the contractor. The Bank will render necessary assistance, Sign any forms or applications that may be necessary.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-availability of such materials in due time on this account or according to his own requirements.

The contractor may, however, be eligible to a proportionate extension of time on this account that in the opinion of the Bank is reasonable.

GOVERNMENT AND LOCAL RULES: The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities. The contractor shall give all notices required by the said Act, Rules , Regulations and bye-laws etc and shall indemnify the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

TAXES AND DUTIES: The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax, value added tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Bank and / or the Engineer-in-charge and further shall furnish such other information / document as the Bank may require from time to time.

QUANTITY OF WORK TO BE EXECUTED: The quantities shown in the schedule of quantities are intended to cover the entire works as per the drawings / scope of work, and therefore the contractor is bound to complete the works at the same quoted rates in the event of quantity exceeding the specified bill of quantity, but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

OTHER PERSONS OR AGENCIES ENGAGED BY THE BANK: The Bank reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow reasonable facilities and use of his facilities for the execution of such work.

INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT : The successful contractor will have to deposit the specified amount in the form of Bank Draft drawn in favour of , CANARA BANK,CIRCLE OFFICE , JAIPUR at the time of acceptance of work order. No interest shall be paid on the security deposit.

EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT : The contractor will have to deposit the specified amount in the form of Bank Draft drawn in favor of, CANARA BANK,CIRCLE OFFICE , JAIPUR at the time of submission of tender as Earnest Money. No interest shall be paid on the earnest money. The earnest money of unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as Initial Security Deposit a further sum to make up 2% (two percent) of the value of the accepted tender including the Earnest Money. The Initial Security Deposit will have to be made within 03 days from the date acceptance of tender failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender. The Initial security deposit may be furnished in the form of Demand Draft payable to the Bank or by way of Bank guarantee of any Nationalized / schedule Bank other than Canara Bank for the duration of the contract period.

Apart from the Initial security Deposit made above, retention money shall be deducted from the progressive running bills @ 8% (eight percent) of the Gross value of each running bill shall until the Total Security Deposit i.e. The initial Security Deposit plus retention money equals to 10% of the remaining amount of the cost of the work.

The Total Security Deposit amount will be refunded to the contractor 14 days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the condition of contract. No interest is allowed on retention money. In lieu of the Total Security Deposit, Bank Guarantee from the Bank other than Canara Bank for the period of defects liability is also accepted.

CONTRACTOR TO PROVIDE EVERYTHING NECESSARY: The contractor shall provide everything necessary except mentioned in para 42 below for the proper execution of the work according to the intent and meaning of the drawings, technical specifications, and schedule of quantities taken together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably inferred there from, and if the contractor finds any discrepancies therein, he shall immediately and in writing, refer the same to the Bank whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labor and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of the work, all tools, tackles, machineries and equipments and other required facilities for execution of work including the safety aspects.

The Bank on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Bank.

The contractor shall at all times give access to workers employed by the Bank.

Any facilities available at site shall be utilized only with prior permission of the Bank or the in-charge of the site / building owner and cannot be taken as granted and for such services utilized the Bank is entitled to charge. No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART::

i). **Time of Completion**: The entire work is to be completed in all respects within stipulated period. The work shall be deemed to be commenced from third day of awarding contract or date of handing over site whichever is later. Time is the essence of the contract and shall strictly observed by the contractor. Non adhering to time schedule will attract compensation which bank may suffer due the delay caused by contractor in completing the works. **If the work is not completed on or before the given time as above, penalty of 0.5% per week will be deducted from the actual bill given by you till the completion of the work. Further the contractor is also liable for termination from the empanelment of the bank purely at bank's discretion.**

The work shall not be considered as complete until the Bank/ Consultant have certified in writing that the work has been virtually completed and defect liability period shall commence from the date such certificate which should be jointly signed by senior Manager of bank, bank's panel Architect and contractor.

ii). **Extension of Time** :: If in the opinion of the Bank a) by reason of any exceptionally inclement weather, or b) by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes with adjoining or neighboring owners or c) by the works, or delay, of other contractors or trades men engaged or nominated by the Bank and not referred to in the specification or d) by reason of authorized extra and additions or e) by reason of any combination of workmen or strikes or lockout affecting any of the building trades or f) from other causes which the Bank may consider being beyond control of the contractor, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of Bank failing to give possession of site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the contractor shall, immediately give the Bank, written notice thereof. Nevertheless the contractor shall use his best endeavors all that to prevent delay and shall do all that may be reasonably required to the satisfaction of the Bank to proceed with the works and on his doing so that it will be ground of consideration by the Bank for an extension of time as above provided.

The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the contractor, and the Bank shall then, in the event of an extension being granted,
Determine and declare the final completion date. The provision in clause 14 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

iii**). Progress of Work**: During the period of work, the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor before the commencement of work. Contractor should also include planning for procurement of scarce materials well in advance and reflect the same in a program chart so that there is no delay on the part of the contractor in completion of the project.

LIQUIDATED DAMAGES: Time is the essence of the contract. Hence the contractor shall be aware that no completion of the work will affect the Banks committed programs and thus the loss by way of delayed services / completion of related works etc, are valuable and cannot be easily quantified. 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.

Hence if the work is not completed as per the contract terms or to the satisfaction of the Bank within the stipulated period , the contractor shall be bound to **pay to the Bank a sum of Rs.500/- per day for the delayed period for not completing the works and the amount will be deducted from the bill amount payable by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.**

For this purpose the term `Contract sum' shall be value at the tender rates of the work as ordered / accepted.

Therefore the contractor is required to maintain progress in terms of the contract to complete the work within the stipulated period.

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

TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS: The contractor shall provide, fix up and maintain his establishment in an approved position at site and clear away on completion of the works and make good all works disturbed.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Bank.

All instruments found necessary on the works shall be provided by the contractor for the due performance of the contract as instructed by the Bank.

All suitable scaffolding, ladders and stools that may be required for safe taking of the measurements shall be supplied by the contractor.

Storage of materials: The contractors shall provide and maintain proper enclosures for the storage and adequate protection of materials, tools at the space allocated for the purpose including their watch & ward arrangements shall be the responsibility of the contractor.

Protective Measures: The contractor shall make suitable arrangements for watching and protecting the works and materials. The contractor shall indemnify the Bank against any possible damage to the building, roads and members of public in course of the execution of the work.

The contractor should cover in his rates for making provisions for all the above and reasonable facilities for the use of his scaffolding, tools and plant etc., for their work.

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 other Companies (Indian or International) and / or Statutory Authorities, with whose system and design or technical know how are/were proposed to have connection with this work.

So also the contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the Bank / Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Bank / Consultant on receipt of such intimation shall give a decision within a reasonable time.

The contractor 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 Bank.

The contractor shall indemnify the Bank 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 Bank saved and harmless and indemnified in all respects from such actions, cost and expenses.

CLEARING SITE AND SETTING OUT WORKS: The site shall be cleared of all obstructions, waste materials, rubbish of all kinds. All material damages at the site like on the walls, ceiling or flooring or on any other connected place/ equipments, materials or installations shall be re-done to maintain originality and shall be leveled at contractors own cost.

The contractors shall set out the works and shall be responsible for the true and perfect setting out the works 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 Bank.

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.

CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS: All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The contractor shall keep the site free from dangerous materials like industrial gases, welding machines and any such devices or material of toxic and poisonous nature & shall not carry within the site or building any material which are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the Bank provided such materials are permissible under Law.

ACCESS : Any authorized representatives of the Bank shall at all reasonable times have free access to the works and / or to the workshops factories or other places where materials , or equipments are being fabricated or constructed for the work and also to any place where materials are lying or from where they are being obtained, and the contractor shall extend necessary facility to the Bank or their representatives for inspection examination and testing of the materials and workmanship.

Except the representatives of the Bank no person shall be allowed at any time without the written permission of the Bank.

The work shall be offered for inspection at every stage of the work and more specifically before painting, polishing and lamination.

MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS : All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Bank during the execution of the work, and to his entire satisfaction.

If required by the Bank the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Bank at his own cost to prove that the materials etc. under test conform to relevant I.S. Standards or as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All materials required for the full performance of the work under the contract must be provided through proper channels and must include duties ,taxes octries and other charges if any and must be best of their kind available and the contractor must be entirely be responsible for proper and efficient carrying out of the works. Samples of all the materials to be used must be submitted to the Bank / Consultant when so directed by the Bank.

Should the work be suspended by any reason, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

REMOVAL OF IMPROPER WORK : The Bank shall during the progress of the work have power to order in writing from time to time the removal, from the work site within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Bank are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with drawings and specifications or instructions.

In case the contractor refuses to comply with the order the Bank 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 Bank shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.

No certificate which may be given by the Architects/Consultants/Bank shall relieve the contractor from his liability in respect of unsound work or bad materials.

SAFETY PRECAUTIONS: The contractor shall follow all necessary safety precautions with respect to the work. All necessary safety equipments / gadgets shall be used by the workmen. The contractor shall comply and ensure the enforcement of rules and regulations relating to the safety precautions. The arrangements be made by the contractor shall be open for inspection by any statutory authorities.

CONTRACTOR'S EMPLOYEES :: The contractor shall employ technically qualified and competent supervisors for the work who shall be available (By turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Bank. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. Any laborers 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 Bank or his representative shall be deemed to be a person employed by the contractor.

CHILD LABOUR: No Laborer below the age of sixteen years and who is not an Indian national shall be employed on the work.

LABOUR LEGISLATION: The contractor shall comply with the provisions of the payment of all legislation including the requirement of The payment of Wages Act, 1936, Minimum Wages Act, 1948, Bank's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contract Labor (Regulation and Abolition) Act 1970, Apprentices act 1961, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

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

The contractor shall arrange to provide first-aid treatment to the laborers 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 Bank and also to the Competent Authority where such report is required by law.

The contractor shall indemnify and keep indemnified the Bank against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labor Regulations. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Compliance of Labor Regulations: The Contractor shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the contractor.

The contractor shall be fully responsible for compliance at his own expense all the labor regulations and rules to be observed by him. The Contractor shall fully indemnify the Bank against any action by the state and/or Central Government for any default or alleged default by the Contractor, subcontractor or Bank of any of such rules and regulations. If, due to any default of the contractor or his sub-contractors, the Bank has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Bank shall be entitled to recover from the contractor all such expenditure in full from any payment due to the contractor.

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

ASSIGNMENT :: The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, change in constitution and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

INJURY TO PERSONS AND DAMAGE TO PROPERTY - INSURANCE:
The Contractor shall be responsible for all injury to the work or workmen to 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 his 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 damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths 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 Bank and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and the Bank and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be in effect from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the contractor.

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor for such amount and for any further sum if called to do so by the Bank, the premium of such further sum being allowed to the contractor as an authorized extra.

The contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor for such amount and for any further sum if called to do so by the Bank and lodge receipts of premiums paid with the Bank within 21 days from the date of issue of letter of acceptance unless otherwise instructed.

The contractor shall deposit the policy and receipt for premium paid with the Bank within 21 (twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Bank 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 as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Bank may deem fit.

ACCOUNTS RECEIPTS & VOUCHERS: The contractor shall, upon the request of the Bank furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials that was required to use and that actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

MEASUREMENT: Measurements of completed works shall be as per Bureau of Indian Standards code IS-1200 & its relevant parts.

Before taking any measurement of any work, the Bank shall give reasonable notice to the Contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Bank then in any such event the measurements taken by the Bank or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

The measurements particularly concealable in nature shall be jointly taken and recorded and such statement of measurement shall be enclosed along the bill or running bills.

The works will be paid for as “measured work" on item rate basis i.e., On actual work done. All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. The work shall be strictly according to the design / dimensions given in the drawings. The payment will be restricted to the design dimensions and no payment will be made due to increase in thickness/ depth/width. All the dismantling items shall be PREMEASURED and APPROVAL of the Bank shall be sought before dismantling.

PAYMENTS: All bills shall be prepared by the contractor in the form agreed or furnished by the Bank based on the accepted measurements. Normally one interim bill shall be prepared each fortnight subject to minimum value of Rs 7 (seven) lakhs. The interim bills shall be in proper forms must be duly accompanied by detailed measurements in support of the quantities of the work done and must show deductions for all previous payments. All bills should be neatly typed/computer printed using MS Word on A-4 white color papers only will be accepted containing all statutory details under full signature of authorized person.

The Bank shall issue a certificate after due scrutiny of the contractors' bill stating the amount due to the contractor from the Bank and the contractor shall be entitled to payment thereof, within the seven days from the date of the receipt of the interim bill. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of the work.

The amount stated in an interim certificate shall be the total value of work properly executed and 75% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Bank as retention money vide clause 11 of these conditions and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

The Bank will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

All interim payments accepted by the Contractor shall be regarded as payments by way of advances against final payment only. These shall not preclude requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, 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 approving of any claim nor shall conclude, determined of affect in any way the power of the Bank under these conditions for 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.

All payments are subject to statutory deductions of Income Tax & its Surcharge, Sales tax deductions or any other statutory deductions as notified by respective State/Central Government/Authority and any such instructions conveyed from time to time. From the interim bills, the retention money as detailed elsewhere in this tender shall also be deducted.

The final bill shall be submitted by the contractor within 01 (one) month from the date of completion of work or from the date of certification of virtual completion certified by the Bank . No further claims shall be made by the contractor after submission of the final bill.

The final bill shall be accompanied by a certificate of completion from the Bank. Payments of final bill shall be made after deduction of all previous payments and Retention Money as specified in clause 11 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Bank certificate that the contractor has rectified all defects to the satisfaction of the Bank. 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.

VARIATION / DEVIATION : The Bank shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Bank. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered , additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

(a) No work which radically changes the original nature of the contract shall be ordered by the Bank as a deviation.

(b) The price of all such additional items / non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

The tendered rates, shall hold good for any increase or decrease in the tendered quantities up to variation of 25% and as stipulated elsewhere for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item is beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

In the event of any deviation being ordered which in the opinion of the contractor changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Bank with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".

SUBSTITUTION:: Should the contractor desire to substitute any materials and workmanship, he must obtain the approval of the Bank in writing for any such substitution well in advance. In respect of Materials whose makes are not specified in the tender, specific approval of the Bank has to be obtained in writing before their usage.

PREPARATORY WORK FOR UTILIZATION OF THE FACILITY AFTER COMPLETION: The whole of the work shall be thoroughly inspected by the contractor and deficiencies & defects, if any shall be set right. On completion of such inspection, the contractor shall inform the Bank that they have completed the work and it is ready for inspection.

On completion the contractor shall clean all the area and its surroundings, equipments etc. and will leave the entire area clean and ready for immediate usage to the satisfaction of the Bank.

CLEARING SITE ON COMPLETION :: On completion of the works the contractor shall clear away and remove from the site all construction materials, plant & equipments, tools, surplus materials, scraps, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank.

DEFECT AFTER COMPLETION (defect liability period)**::** The contractor shall make good at his own cost and to the satisfaction of the Bank all defects, or other faults which may appear within 12 months after completion of the work(defect liability period) that is from the date of issuing work completion certificate which should be signed jointly by senior Manager of circle office ,panel Architect and contractor after joint verification of the works. . In default, the Bank may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor and such damages , loss and expenses shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained under clause No 11 together with any expenses the Bank may have incurred in connection therewith.

CONCEALED WORKS :: The contractor shall give due notice to the Bank wherever any work is to be buried or concealed in the building in the earth, flooring, walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions or measurements taken before such burial. In default whereof the same shall, in the opinion of the Bank / Consultant be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matter which cannot be conveniently tested or checked, the notes of the Bank shall be accepted as correct and binding on the contractor.

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, labor, sales tax, Octroi or any other reason.

IDLE LABOUR: Whatever the reasons may be, no claim for idle labor, additional establishment cost of hire and labor charges of tools and plants would be entertained under any circumstances.

SUSPENSION OF WORKS :: If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may proceed as provided in clause 39 (Termination of Contract by Bank).

TERMINATION OF CONTRACT BY BANK :: 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 Bank that he is able to carry out and fulfill the contract, and if so required by the Bank 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 and 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 of 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 Bank 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 Bank 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 Bank of the obligations and liabilities of the contractor 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 favour of the contractor) further the Bank 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 of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the Bank 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 Bank 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 Bank in getting the works carried out by other 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 contractors or against the Security Deposit.

SETTLEMENT OF DISPUTES AND 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 Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole arbitrator referred to above, the Bank 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 as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Bank within thirty days of receipt of the names. The Bank 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 Bank fails to send to the contractor, the panel of three names as previously mentioned within the period specified the contractor should send to the Bank a panel of three names of persons who shall all be unconnected with either party. The Bank shall on receipt of the named as previously mentioned select any one of the person's names and appoint him as the Sole Arbitrator. If the Bank fails to select the person and appoint him as the Sole Arbitrator within thirty 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 Bank.

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 be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

The arbitrator shall give a separate award in respect of each dispute or differences referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The fees, if any, of the arbitrator shall if required to be paid before the award is made and published be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Indian Arbitration Act, 1992 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

The Bank and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

CO -ORDINATION OF WORKS: The contractor shall execute the works in co-ordination with the other authorities involved in the works. The work site shall be neatly cleaned as and when necessary so that the branch can function smoothly. Failure on part of the contractor to clean the work site will empower the Bank to engage other agencies and recover the cost from the contractor.

ELECTRICAL POWER, WATER AND TOILET FACILITIES: The electrical power required for the works shall be supplied at one single point in the floor free of cost and the contractor shall make his arrangements to draw the same to the required work spots. The contractor shall engage a licensed electrician to carryout and maintain his electrical system. In case of power failure the contractor at his own cost, has to make his own arrangements

by hiring or installing the DG set. The Bank shall not entertain any charges for engaging the DG set. The work shall not be stopped on account of power failure. Further, no extension of time shall be permissible on account of the power failure.
Common toilet facility if any is available at the work site and the contractor shall maintain the same hygienically clean.

PURCHASE VALUE OF OLD ITEMS, IF ANY: The tenderer has to quote the purchase value for the buyback offer, after inspecting the items at the branch. The quoted price for buyback offer for old items shall not be less than the Bank's reserve price fixed. In case the quoted price for buyback offer is less than the Bank's reserve price, the tenders are liable to be rejected.

TENDERED VALUE: The lowest tendered value shall be the total of all the items including the buyback items.

The work should be carried out with full co-ordination / co-operation of land lord, electrical contractor, AC supplier/installation contractor and other agencies without damaging any permanent structures or furniture belonging to them. If any damage occurs, the cost of same will have to be reimbursed by the Contractor

THE WORK SHALL BE CARRIED OUT IN COORDINATION WITHOUT AFFECTING THE OFFICE FUNCTIONING AND IN COORDINATION WITH RSEB Officials, landlords, office staff etc. with bare minimum disturbances to them. The working hours to carry out the interior and electrical work extend beyond the normal working hours.

SOCIAL MEDIA POLICY

a. No person of the bank or the Bidder / Contractors and third parties shall violate the social media policy of the bank. The following acts on the part of personnel of the bank or the Bidder / Contractors and third parties shall be construed as violation of social media policy:
   i) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
   ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

b. The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

SIGNATURE OF CONTRACTOR

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FORM OF AGREEMENT

This agreement made on the _____day of the month of _____in the year **2024** BETWEEN, 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 -560001 and its circle office at Orbit mall, Jaipur represented by its duly constituted attorney (hereinafter referred to as the Bank / Bank) on the ONE PART; and

* Shri _____S/D/o_____ resident of _____the sole proprietor of M/s_____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at_____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted and authorized Managing Director, Shri_____ and (hereinafter called the Contractor which term shall also be called the Supplier or the contractor on the other part.

WHEREAS THE Bank / Bank is desirous of taking up of electrical works including preventive measures to electric fire hazards and said works are awarded through this tender.

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 hereinafter referred to.

2. The following documents not in consistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Notice inviting Tender

b) General Rules and Instructions for the guidance of tenderers.

c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.

d) General Conditions of contract and clauses of contract along with Annexure thereto.

e) Tender drawings, Approved makes.

[Note: * Strike off whichever is not applicable]

f) Schedule of quantities with specifications including Prices and tendered amount.

3. In consideration of the payments to be made by the Bank to the contractor, the contractor hereby covenants and agrees with the Bank to execute and complete the Furnishing works of Canara Bank JHUNJHUNU II Branch with conformity in all respects as per the para (2) above and as per the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said contractor,_____ _____ to the Bank_____in the presence of:

Signature of Contractor (with seal)

Signature of Authorized representative
of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

APPROVED MAKES OF MATERIALS TO BE USED IN THE WORKS
LIST OF GENERAL MATERIAL SPECIFICATIONS
(Electrical)

The contractor shall quote for the best of the materials as specified below; the contractor shall obtain prior approval from the Employer /Architects before placing order for the specific materials/Agencies. In case of non-availability of any of the approved/specified materials/Agency, during the execution of work, the Employers/Architects may approve suitable equivalent brand/ agency and his decision shall be final and binding on the contractor.

Electrical Items:

S.No.	Particulars and specifications	Approved make
1.	Electrical Wires and Cables	Finolex, Polycab, Havells
2.	Modular Switches, sockets & MS boxes	Havells Crabtree/Anchor(Roma)
3.	Modular Computer sockets & MS Box	Havells Crabtree/Anchor(Roma)
4.	Telephone wires	Finolex
5.	MCB	Protec,ABB,L&T, Havells
6.	Changeover Switch	Siemens, L&T,HPL
7.	MCCB	ABB/Merlin Gerin/L&T, Havells
8.	Isolator	L&T/Merlin Gerin/Protec/ABB
9.	TPN SFU	L&T,HPL
10.	Panel Fabrication	Standard ISI-Fabrication 18 SWG
11.	ELCB/RCCB	ABB/L&T/Protec
12.	Indication Meter(LED Type)	AE/MECCO/Rishabh
13.	Cable Lugs, Glands	Dowell/Jainson
14.	PVC conduit(Medium Duty)	Finolex, Jindal, Kinjalar
15.	MS Accessories	Standard ISI marked
16.	Light Fittings	Philips, Havells
17.	Wall Mounted/Ceiling Fans	Crompton, Bajaj, Atomberg,Orient
18.	CAT6 cable	AT & T/D –link/AMP
19.	Earthing	Ashloka, Approved Make

NOTE : * The above makes, or other equivalent make as approved by Bank, can be used only after prior permission from Bank.
** Wherever makes are not indicated and the minimum rate are specified the make of the material shall be got approved from bank.
*** ONLY APPROVED MATERIALS SHALL BE DELIVERED TO SITE.

Signature of the contractor with seal

Blue print of line diagram to be submitted for both electrical and UPS wiring in duplicate to the circle office.