

**TENDER FOR ELECTRICAL & DATA CABLING WORKS – CPH VIJAYAWADA
(RO – VIJAYAWADA)**



PREMISES & ESTATE SECTION

**CIRCLE OFFICE, 54-15-4B, 1st Floor,
Srinivasanagar Bank Colony, Ring Road, Vijayawada -520008.**

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TENDER REF: COVJA/TEN/ELE/CPH VIJ/2023

NOTICE INVITING TENDER FROM EMPANELLED CONTRACTORS

NAME OF THE WORK:	ELECTRICAL & DATA CABLING - CPH VIJAYAWADA. WORKS (NEW PREMISES)
	BRANCH LOCATION: CANARA BANK CPH VIJAYAWADA, 4TH FLOOR, AABT GLOBAL TOWERS, 100FT ROAD, KANURU, VIJAYAWADA - 520010.

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|---|---|
| 1. DATE OF ISSUE | 21.09.2023 |
| 2. LAST DATE FOR SUBMISSION | 28.09.2023 TILL 02.00 PM |
| 3. DATE & TIME OF OPENING | 28.09.2023 AT 03.00 PM |
| 4. EARNEST MONEY DEPOSIT (EMD)
(EMD exempted for MSME) | Rs.9,000/- (Rs. NINE THOUSAND ONLY) &
In the form of DD favoring "CANARA BANK,
CIRCLE OFFICE" payable at Vijayawada. |
| 5. TIME FOR COMPLETION OF WORK | 45 DAYS |
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Sealed tenders are invited on behalf of Canara Bank for the above mentioned work. The schedule/bill of quantities and terms and conditions are enclosed.

The tenders with the rates duly filled in **INK** on the BOQ provided and signed in each page of the tender document provided by Bank (**documents should not be retyped by the contractor & only the document provided by bank should be used**) shall be submitted in sealed cover prescribing the name of work and the due date for opening. The sealed tender must be dropped in tender box kept at the Circle Office within the above stipulated time. The tenders shall be opened at the Circle Office at the above specified time. The tenderers or their authorized representative are requested to be present at the time of opening the tender.

Canara Bank reserves the right to reject any or all the tenders without assigning any reason thereof. Tenders without EMD will be summarily rejected.

ASSISTANT GENERAL MANAGER

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TERMS AND CONDITIONS

The TENDER document contains

- (a) Notice Inviting Tender (NIT)**
- (b) Terms and conditions**
- (c) Schedule/bill of quantities (SOQ / BOQ)**
- (d) Drawings wherever applicable**

- 1. THE WORK SHOULD BE CARRIED OUT STRICTLY ACCORDING TO THE PRESCRIBED SPECIFICATIONS DETAILED IN THE TENDER & SOQ/BOQ.**
- 2. The works other than the one specified in the Tender SOQ/BOQ if any carried out by the contractor without obtaining prior permission from engineer-in-charge will not be taken into consideration and payment for the work executed will not be made.**
- 3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to ascertain / understand the nature of site and dimensions, means of access to the site and obtain all necessary information's as to risks, contingencies and other circumstances which may influence or affect their tender.**
- 4. 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.**
- 5. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, labour, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.**
- 6. The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.**
- 7. 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 / other conditions if his tender is accepted in part. The bank also reserves the right to reject the lowest or any other tender and also to award the work to any shortlisted tenderer at the least rates quoted for the respective items of work without assigning any reasons.**

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8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
9. The officer inviting tender or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time of opening, 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 thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents. In the event of a tender being disqualified and rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the contractor remitting the same, without any interest.
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 **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. All rates shall be quoted on the proper form of the tender alone, i.e., SCHEDULE OF QUANTITY (SOQ) / BILL OF QUANTITY (BOQ). Quoted rates and units different from the one prescribed in the tender schedule will be liable for rejection.
12. All the pages of the tender i.e., notice inviting the tender, terms and conditions, schedule/bill of quantities and approved makes are to be signed. If all the pages of the tender, as above, are not signed, the tender quoted by the Contractor is liable for rejection.
13. 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 word `P' after the decimal figures. E.g. `Rs.2.15P' 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 word `only,' it should invariably be upto 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 -
 - (a) the rates, which correspond with the amount worked out by the tenderer, shall unless otherwise proved be taken as correct.
 - (b) if the amount of an item is not worked out by the tenderer or it does not

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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

(c) 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 proved be taken as correct and not the amount.

14. All corrections such as cuttings, interpolations, omissions and over writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialled 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 schedule of quantities.

15. An item rate tendered containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

16. The tenderer should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rate quoted for each tender item should be inclusive of material, wastage, labour, scaffolding, tools & plant, lead and lift, carriage and transport, supervision, royalties, Octroi, entry or toll tax, cess, duties, levies, Profession Tax, Turnover Tax, all taxes including Goods and Service Tax (GST) on materials in respect of this contract, mobilisation, overheads, profit and any other charges including any special difficulty, any restrictions for transport etc., complete for proper execution of the item as per item description & item specifications in the tender

All charges & fees payable to local bodies / statutory bodies for any service connections for construction purposes etc., shall also be paid by the contractor and nothing extra shall be paid / reimbursed by the Bank for the same. GST on finished item (as per tender) is payable, extra as applicable over and above the quoted rate (refer points above), by Bank as per Goods & Services Act enacted by Government of India (for Works contract).

17. 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 amount blank, it will be presumed that the contractor

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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.

18. The work should be commenced **WITHIN THREE DAYS** from the date of receipt of the work order.
19. The rates 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, GST, octroi, etc.
20. Materials of approved makes as prescribed in the annexure to this tender shall only be used and also colours to be as advised by the Bank.
21. The quantities given in schedule/bill of quantities are approximate and the final bill will be settled for the actual quantity after taking complete measurements only.
22. The term 'Contractor' means the 'successful tenderer to whom the work is awarded to execute the work'.
23. Statutory deductions like Income Tax (TDS), GST TDS, etc., will be deducted from the Contractor's bills as per rules.
24. The Contractor, immediately after completion of the work, should remove all scaffolding materials and debris from the site at his cost.
25. Incomplete tenders are liable to be rejected.
26. Tenders shall be open for acceptance **upto 90 days** from the date of opening of tenders i.e., the tenders shall be valid for a period 90 days from the date of opening.
27. The Contractor shall report to the head of the Branch where the work is to be executed and shall work in full co-ordination with the Branch/Landlord. If requested by the Branch/Bank, the Contractor shall submit a daily progress report.
28. The Contractor or his authorized representative shall be available at site at all the times to take instructions from the Branch / Bank.
29. The work should be carried out with full co-ordination/co-operation of LANDLORDS/co-occupants without damaging any permanent structures or furniture belonging to them. If any damage occurs, the cost of the same will have to be reimbursed by the Contractor.

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30. The Contractor should arrange to work in such a way to keep the work to go hand in hand with the connected other works that may be carried out at the site.
31. All shavings, cuttings and other rubbish as it accumulates shall be cleaned from the site time to time during the progress of the work and at completion, including that of sub-contractors and special Tradesmen to be cleared and carted away and all materials rejected by the Bank to be removed. Contractor's quoted rates shall allow for these factors.
32. The work shall be carried out within the stipulated time specified in the NOTICE INVITING TENDER (NIT). The Contractor should accordingly engage sufficient number of labour and material and arrange for execution of work simultaneously with the proper programme.
33. The works shall be carried out strictly according to the item specifications as specified in the TENDER SOQ/BOQ and drawings. Any ambiguity in the specifications and drawings shall be brought to the notice of the Bank and the decision of the Bank in such matters will be final and the same is binding on the Contractor. Any deviations in the work from the specification laid in tender BOQ/SOQ and drawing shall not be carried out without prior permission from the Bank/engineer-in-charge. All makes/brands of material to be used in the work shall be as per the list of approved makes stipulated in the tender. Any make of material not listed shall be got approved by the Bank/engineer-in-charge before use in work.

The Bank reserves the right to insist on the make of materials given in the list and the decision of the Bank in choosing the make shall be final and binding on the Contractor. The work shall be offered for inspection at every stage, more specifically, before painting, polishing and lamination.

34. All the dismantling items shall be pre-measured and approval of the Bank shall be sought before dismantling.
35. **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:
- 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, MSE firms shall submit relevant documents such as valid MSE registration Certificates and exemption certificate from relevant authorities.

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36. TERMS OF PAYMENT:

No advance payments shall be made. Hence, the successful tenderer is advised to make necessary arrangements for funds to start and execute the work. The interim payment shall be based on the progress of the work & only after completion of minimum 75% of the total work. The part rate decided by the Bank shall be final and binding on the tenderer (Interim payment will be released max. upto 75% of the certified completed works as decided by bank). While considering interim payment, the value of unfinished items and materials at site shall not be considered. The bills for interim payment shall be on a format similar to the BOQ or as prescribed by the Bank.

The final bill for the work shall be submitted within one month from the date of completion of work, failing which the Bank reserves its right to treat the bill for the last interim payment itself as the final bill for the work and the Contractor has no right to claim any amount against the work.

37. EARNEST MONEY DEPOSIT / SECURITY DEPOSIT / RETENTION MONEY:

The tenderer will have to deposit the amount specified in the Notice Inviting Tender (NIT) at the time of submission of tender as Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest money of the 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% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 14 days from the date 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. The initial Security Deposit will not yield any interest & shall be held by the Bank till the end of the Defect Liability period.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the total security deposit, i.e., the initial Security Deposit plus the retention money equals 3% of the cost of the work.

The retention amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) 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 conditions of the contract. No interest is allowed on retention money.

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38.DEFECTS LIABILITY PERIOD:

The work shall be guaranteed for a period of **ONE YEAR** from the date of completion of the work. This is in addition to the guarantee/warranty provided by the OEM (Original Equipment Manufacturer) for any of the materials used in the project. Any defect arising during this period due to bad workmanship, quality of materials and others shall be rectified at no extra cost of Bank, failing which the Bank shall have liberty to engage other agency and recover the cost from the Contractor either from the security deposit held under this contract or from any other contract.

39.TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART:

The entire work is to be completed in all respects within **the DAYS specified in the Notice Inviting Tender (NIT)** from the date of work order. Time is the essence of contract and shall be strictly observed by the Contractor.

The work shall not be considered as complete until the Bank certifies in writing that the work has been completed and the Defects Liability Period shall commence from the date of such certificate.

Extension of time, If, in the opinion of the Bank, the work be delayed -

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 / neighbouring owners.

OR

c.by reason of the work by or delay of other Contractors or tradesmen engaged or nominated by the Bank and not referred to in the specification.

OR

d.by the reason of authorized extra and additions.

OR

e.by reason of any combination of workmen's strikes or lockout affecting any of the building trades.

OR

f. From other causes which the Bank may consider as beyond the control of the Contractor, the Bank will grant fair and reasonable extension of time for completion of the work. In the event of Bank failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

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In case of such strikes or lockouts, as are referred to above, the Contractor shall immediately give the Bank written notice thereof. Nevertheless, the Contractor shall use his best endeavours to prevent delay and shall do all that may be reasonably required to the satisfaction of the Bank to proceed with the work, and on his doing so, it will be the ground for consideration by the Bank for an extension of time as provided above. 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 at the conclusion of such strikes or lockouts and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in **clause 40** 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 submitted for and the damage shall be determined accordingly.

Progress of work: During the period of execution, the Contractor shall maintain proportionate progress on the basis of the Programme Chart submitted by the Contractor immediately before commencement of work and agreed to by the Bank. The Contractor should also include planning for procurement for scarce materials well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

40. LIQUIDATED DAMAGES:

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

1% of the accepted contract amount per week, subject to a ceiling of 10% of the accepted contract amount.

41. TENDERED VALUE:

The lowest tendered value shall be the total of all the items including the buyback items if any.

42. CONTRACTOR'S EMPLOYEES:

The contractor shall employ technically qualified staff and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Bank/engineer-in-charge. 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 (18 years) and who is not an Indian National shall be employed on the work.

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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
- 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 comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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.

43. MEASUREMENTS:

All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere in this document. Before taking any measurement of any work the bank Engineer or a subordinate deputed by him shall give reasonable notice to

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the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the bank Engineer then in any such event the measurements taken by the bank Engineer 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.

44. VARIATION / DEVIATION:

The Employer shall have powers to order additional / non-tendered items to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing.

The rate or price of all such additional items/non-tendered/modified 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 tender rates shall hold good for any increase or decrease in the tendered quantities. No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer / engineer-in-charge.

45. COMPLETION OF WORK:

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures, etc., of all paint/polish/distemper splashes/dirt/dust etc, all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Employer / engineer-in-charge in writing that he has completed the work and it is ready for inspection.

On receipt of such written intimation from the contractor, the Employer/engineer-in-charge shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Employer/engineer-in-charge shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/engineer-in-charge for further inspection.

The work shall not be considered as complete until the Employer/engineer-in-charge have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate

No such certificates shall be issued until the contractor clears away and removes from the site all constructional plant, surplus materials, rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/engineer-in-charge.

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46. CONCEALED WORK:

The contractor shall give due notice to the Employer/engineer-in-charge whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/engineer-in-charge be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architects shall be accepted as correct and binding on the contractor

47. DISMISSAL OF WORKMAN:

The contractor shall on the request of the Employer/engineer-in-charge immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer/engineer-in-charge 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.

48. 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 and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim.

The contractor shall submit an indemnity bond in Bank's approved proforma (enclosed under Appendix- 01) in requisite value stamp paper. Indemnify the Bank / Architect 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 for which the contractor shall be solely responsible.

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.

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The contractor shall effect the necessary insurance and indemnify the Employer / Architect entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state and also the workmen/ labourers / supervisors employed in the work. Insurance is compulsory and must be effected from the very initial stage before commencement of the work. .

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

49. INSURANCE:

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 within 07 (SEVEN) days from the date of acceptance of the 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 statute 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

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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 engineer-in-charge/Architect may 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 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.

50. IDLE LABOUR:

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

51. SUSPENSION OF WORK:

If the Contractor:

(i) Having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; OR

(ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the bank; OR

(iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank,

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OR

(iv) fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Bank;

OR

(v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order;

OR

(vi) If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer 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,

In all the above, the Employer shall have the power to give notice in writing to the contractor requiring the work 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 shall fail for 07 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in **clause 52** (Termination of Contract by Employer).

52. 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

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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 seven 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 seven 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 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.

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53. 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, BOQ/SOQ by amendment.

Notification of amendments will be made available through e-mail/website (www.canarabank.com/announcements) and will be binding on all.

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.

54.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 Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain.

55. ANY DISPUTES SHALL BE REFERRED TO ARBITRATION AS PER BANK'S PROCEDURE.

I / WE HAVE READ, FULLY UNDERSTOOD THE ABOVE MENTIONED TERMS AND CONDITIONS AND ACCEPT THE SAME IN TO.

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APPENDIX-1:

INDEMNITY FORMAT

THIS DEED OF INDEMNITY executed at (Place) on this day ofmonth of year two thousand and twenty three (2023) By.....(herein after called the contractor) duly represented by proprietor/one of its partners/director Sri, aged.....years, son 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 the contractor had applied for the tender

Whereas the tender submitted by the contractor for the above mentioned work was accepted by Canara Bank and the work of has been awarded in favor of the contractor vide Ref No

And whereas for undertaking the work warded as per the above noted reference, the contractor has entered into contract with Canara Bank on

Now this Deed Witnessed that in pursuance of the aforesaid contract **dated**and in consideration of Canara Bank having agreed to make payment on the bills claimed by the contractor herein based on the works completed in respect of the above referred contract, the contractor hereby indemnifies and keep harmless Canara Bank & its Architect/consultant and its officials/staff from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Employer arising out of:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the contractor, non-compliance of safety rules, regulations, instructions by the contractor and mishaps occurring at the site due to faulty work executed by the contractor.

- ii) Any contravention or Non-compliance with any applicable laws, regulations,

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rules, statutory or legal requirements by the contractor.

Further, the Contractor indemnifies to protect and save Canara Bank & its Architect/consultant and its officials/staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc., or such other statutory infringements in respect of the services offered by the contractor.

All Indemnities shall survive notwithstanding expiry or termination of the contract and contractor shall continue to be liable under the indemnities.

There is no limit to claims made by the Employer/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

SIGNATURE OF CONTRACTOR WITH SEAL

SIGNATURE OF THE TENDERER WITH SEAL Page: 19

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APPENDIX-2:

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year **2023** 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-560002** represented by 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 / duly authorised partner, having an administrative / principal office at _____ / a company / body corporate being its registered office at _____

_____ duly represented at _____ duly represented by its constituted and authorised 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 hereinafter 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
 - e) Schedule of quantities (SOQ) includes Prices and tendered amount.
 - f) Tender drawings.

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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.

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 complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in 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 bank in the presence of:

Signature of the Contractor (with seal)

Signature of Bank Official (with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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APPENDIX-3:

TENDER FORM

To

The Assistant General Manager
Canara Bank
Circle Office
Vijayawada.

Name of work: ELECTRICAL WORKS - CPH VIJAYAWADA.

I/We have read and examined the notice inviting tender. Specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate 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 Canara Bank within the time specified in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing of General Rules and Directions 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, at the rates to be determined in accordance with the provision contained in the tender form.

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 authorised 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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SIGNATURE OF THE TENDERER WITH SEAL

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Shri. _____, Partner/Proprietor/ _____, is the person authorised 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
Pin Code No. & Telephone
No.**

Dated the: _____ day of _____ 2023

Witness:

Name:

Address:

Occupation:

