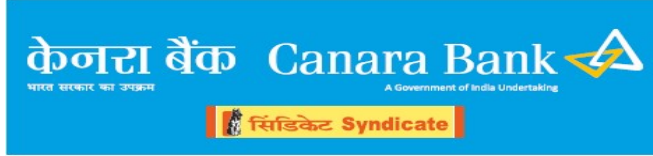


TENDER DOCUMENT – FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH.



**NAME OF THE TENDERER TO
WHOM THE TENDER IS ISSUED:**

Please do not detach any papers from this booklet.

**CANARA BANK
PREMISES AND ESTATE SECTION
CIRCLE OFFICE, BHOPAL-462001
0755-2671035**

**COMPETITIVE TENDER DOCUMENT
FOR**

FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH

THIS TENDER CONSISTS OF 2 BIDS:

**PART I : TECHNICAL AND COMMERCIAL BID
PART II : PRICE BID**

PART-I TECHNICAL AND COMMERCIAL BID

**(To be submitted in sealed envelope marked
“Envelope No. 1- Technical & Commercial Bid”)**

NOTICE INVITING TENDER (NIT)

CANARA BANK, PREMISES AND ESTATE SECTION, CIRCLE OFFICE, BHOPAL - 462011 invites sealed tender for the works mentioned below:

- 1). Name of the work: FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING.
- 2). EMD AMOUNT: Rs.60,000.00 (Rupees sixty thousand only)
- 3). TIME OF COMPLETION: 45 days commencing from the 14th day from the date of purchase order issued by the Bank.
- 4). CONTENTS OF THE TENDER:

PART - I

- Notice inviting tender
- Appendix-I - Important terms and conditions of the contract
- General rules and instructions for the guidance of the tenderer
- Tender offer, Letter of acceptance, Form of agreement, Indemnity Bond format and Bank Guarantee format
- General Conditions of the Contract
- Safety Code
- Schedule A - Special information to the tenderers
- Schedule B - Special instructions to the tenderer
- Schedule C - Technical Specification

The above form the **first envelope** under caption "Technical and Commercial bid"

PART - II

Price bid - Second Envelope BOQ with rates

- 5). Concept of tender:: The tender concept is "2 Envelope Concept"

First envelope - 1 - Technical cum commercial bid
Second envelope - 2 - Price bid

Both bids should be submitted on the same date & time but in separate envelopes, sealed and super-scribed the name of the work on the envelope.

- 6). Submission of tender:: The original tender copy issued should be submitted in the respective envelopes. Tender Can be downloaded free of cost from Canara Bank's web site & Central Public Procurement (CPP) portal www.eprocure.gov.in from 08.09.2020 till last date of submission

TENDER DOCUMENT – FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH.

<https://canarabank.com/english/tender/> & <https://eprocure.gov.in>. Sealed envelopes to be submitted on or before 22.09.2020 by 3.00PM to the office of:

THE ASSISTANT GENERAL MANAGER
PREMISES & ESTATE SECTION
CIRCLE OFFICE BHOPAL
3RD BLOCK, 5TH FLOOR,
PARYAWAS BHAWAN, ARERA HILLS, JAIL ROAD,
BHOPAL-462011, MADHYA PRADESH.

Tel: (0755) 2671035
e-mail id: premcobpl@canarabank.com

7). Date of submission: Sealed envelopes to be submitted on or before
11.12.2020 up to 5.00 PM

8). DATE OF OPENING: Technical & Commercial Bid will be opened on
11.12.2020 at 5.30 PM

9). PREBID MEETING:

Please send queries related to tender till **01.12.2020** on our mail ID premcobpl@canarabank.com for the needed clarifications. The Vendors are requested to make a site visit and assess the site requirement before sending the pre bid queries.

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

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to the Sr. Manager, Premises & Estate Section, Canara Bank, Circle office, 3rd Block, 5th Floor, Paryawas Bhawan, Jail Road, Arera Hills, Bhopal-462011, Madhya Pradesh by the intending tenderers before 5:00 PM on 01.12.2020. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

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

TENDER DOCUMENT – FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH.

Date	Time	Venue
02.12.2020	4.00PM	Canara Bank, Circle Office, 3rd Block, 5th Floor, Paryawas Bhawan, Jail Road, Arera Hills, Bhopal-462011, Madhya Pradesh

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

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

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

TENDER DOCUMENT ISSUED TO:

SIGNATURE OF THE ISSUING AUTHORITY:

PLACE: Bhopal
Date: 20.11.2020

APPENDIX I - IMPORTANT TERMS AND CONDITIONS OF THE TENDER

Time of Completion	45 days commencing from the 14th day from the date of purchase order issued by the Bank.
Defect Liability period	1 year from the date of completion and handing over of site
Date of commencement	14 th day from the date of issue of work order
Liquidated damages for delay	The sum at the rate of 0.5 % of the Contract Value per week of delay subject to a maximum limit of 5 % of the Contract Value
Payment terms	No mobilization advance amount will be paid to the firms. Payments to the contractor will be regulated as detailed below.
EMD	Rs.60,000.00 (Rupees sixty thousand only)
Initial Security deposit	2 % of the Contract value (including EMD amount)
Retention money	As per the clause 12 of “General conditions of the Contract”
Price variation	No IEEMA or any other price variation clause shall be applicable in this contract.
Arbitration	As per the clause 40 of “General conditions of the Contract”

Note: Request for alteration in the commercial terms of the tender will not be entertained. Tenders which do not comply the Commercial terms of the tender are liable to be summarily rejected.

SIGNATURE OF THE TENDERER WITH SEAL

ANNEXURE A - ELIGIBILITY CRITERIA

(Attested Documentary proof for each item is to be furnished with Tender document)

Contractors who fulfill the following requirements are eligible to apply. The Contractor/ Companies/ Agencies having well established facilities in the area of fire fighting and fire alarm works and who have executed such works are eligible to apply. The tenderer should not have been blacklisted by any organization / institutions are not eligible for participation.

Sl.	Eligibility Criteria	Documents Required
1	The contractor should be registered with CPWD or State PWD or MES or Railways or such other Government organizations or Registered in Public sector units or Public sector Bank's or Financial Institutions or Reputed Corporate companies, MNC's, IT companies as a furnishing works contractor.	A copy of valid registration certificate from respective authorities.
2	The Contractor should have minimum of 05 (Five) years' experience in the relevant field as on 31.10.2020. The firm should have local office/branch office in Madhya Pradesh	Copy of Registration of the Firm or Copy of incorporation.
3	Bidder should have a minimum of Rs.100.00 Lakhs annual average turnover during last three financial years. i.e. 2017-18, 2018-19 & 2019-20	Audited balance sheet and P&L account for the years mentioned and certificate from the Chartered Accountant.
4	The Tenderer should have executed any of the following work in a single contract during the last Seven (7) years ending with 31.10.2020 for at least,	Satisfactory work completion certificates from clients clearly indicating the cost and nature of works executed (Please refer to similar works).
	One (1) similar work costing Rs.70.00 LAKHS OR Two (2) similar works each costing Rs.35.00 LAKHS OR. Three (3) similar works each costing Rs.22.00 LAKHS	In case of consolidated completion certificates, split up details certified by the client/ project consultant is to be enclosed.

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	Note: The amount of works executed during previous years shall be increased by 5% every year from the date of actual completion to bring it to the present value.	
	Similar works means FIRE FIGHTING & FIRE ALARM SYSTEM works done for offices /banks buildings of Government and PSU. Exclusions- All Civil works such has painting, tile flooring and repair works, Electrical works and electrical fixture supply, curtains, blinds, plumbing, CCTV, HVAC, networking, supply of all type of chairs & sofas, PA systems and glazing works, INTERIOR FURNISHING WORK.	
5	The contractor must have valid GST registration, PAN number.	Copy of the GST registration certificate of Madhya Pradesh and copy of PAN card.

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

1. Sealed Tenders are invited from eligible contractors on behalf of the Canara Bank, Circle Office, Bhopal hereinafter known as the Employer and also as Bank, for FIRE FIGHTING & FIRE ALARM SYSTEM WORKS_at CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH. The contractor/firm/company can participate after fulfilling eligibility criteria as specified below. Proper agreement to be executed between the two parties duly notary for the same to be done if contractor intends to use its sister concern company or partner company. The copy of all such agreement to be submitted to the bank.

Scope of work involves undertaking the design based upon the parameters furnished and manufacture, testing along with its allied works and co-ordination from different agencies as directed by the bank/engineer-in-charge etc., which are fully described in the technical specifications.

2. Tender documents consisting of specifications, schedule of quantities of the various items of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents will be send through registered post.

3. The tender concept is "TWO ENVELOPE CONCEPT " and it has to be submitted as such. It should be always be placed in sealed cover, with the name of the project written on the envelope mentioning "Technical and Commercial Bid" and "Price Bid" as the case may be and submitted in two different sealed envelopes simultaneously on the prescribed date and time mentioned in the Notice Inviting Tender (NIT) to the **THE ASSISTANT GENERAL MANAGER, PREMISES AND ESTATE SECTION, CANARA BANK, CIRCLE OFFICE, BHOPAL - 462001.**

The date for opening the price bid will be intimated subsequently only to such firms whose technical bids are found suitable. The TENDERER is requested to participate during the opening of the tender.

3.1. The two envelope are classified as,
(1). The Technical & Commercial Bid and
(2). The Price Bid.

3.2. The first envelope super-scribed as "Technical & commercial Bid " should be submitted in a sealed envelope containing all the following details:

i). All the schedules of the tender document, tender drawings if any & technical & commercial details of the proposed system equipment with its components & all other attachments other than the Bill of Quantity (Price Bid).

4. The second envelope super scribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with technical & commercial bid. Non submission of the same along with technical and commercial bid shall automatically render the entire tender being rejected. This envelope should contain duly filled in Bill of quantities (enclosed in the tender document)

TENDER DOCUMENT – FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH.

with values written in words and figures, and as detailed elsewhere in the tender documents.

5. The time allowed for carrying out of the work will not be exceeding the period specified in the NIT.

6. The contractors 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 rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilising and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.

7. When a contractor signs a tender in an Indian language, the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.

8. Issue of tender form / documents is as per the NIT.

9. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received 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.

10. THE EMPLOYER 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.

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

12. 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.

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 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 is 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.

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.

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.

13.2 In the case of any errors or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked "Original" shall be taken as correct rates.

13.3 All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' 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.

14. An item rate tender 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.

15. The Goods and Services Tax will be paid extra. The work contract tax, or any other tax, any royalties, import duty, other duties if any, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently **with exception specified in the clause 8 of the General Conditions of the contract of this tender.**

16. The contractor shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.

17. No employee of the employer is allowed to work as a contractor for a period of 2 years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the employer as aforesaid before submission of the tender or engagement in the contractor's service.

18. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders.

19. The tender for the work shall not be witnessed by a contractor 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.

20. It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts 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 Employer.

20.1 Further the tenderer shall agree that until a formal agreement on stamp paper of Rs. 500/- is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.

21. The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for works connected directly or indirectly with the contract and employed by the employer.

22.1. The Employer 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.

22.2 Tenderer 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 informations as to risks, contingencies and other circumstances which may influence or affect their tender.

22.3 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.

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

24. Method of Evaluation of tender: All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tender will opened in the presence of the available tenderer.

24.1 Both the envelope super scribed as " Technical & Commercial Bid" and "Price Bid " will be simultaneously accepted, but the envelope superscripted as "Technical & Commercial Bid " alone will be opened, while the Price Bid shall be maintained in the safe custody of the Employer.

24.2 Incomplete offers and offers not accompanied by the mandatory documents shall be rejected.

24.3 After the technical evaluation, such of those tenderer found technically acceptable will be short listed and their envelope containing " Price Bid " shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.

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24.4 During the course of technical evaluation if found necessary the Employer may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes super scribing "Supplementary Price Bid for the project of". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

24.5 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information are furnished.

24.6 In case of other un-successful tenderers, the sealed Price bid shall not be returned treating it individually. The Employer reserves the right to accept or reject any of the offer's without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

25. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-

(a) Standard form of Agreement on stamp paper.

(b) Notice inviting tender, all the documents including tender, 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, Technical Brochures in schedules submitted by the tenderer etc.,

(c) Price Bid / Schedule Bill of Quantities.

For & on behalf of the Employer

TENDER - OFFER

I/We have read and examined the Notice Inviting Tender, prequalification criterion, proforma filled in by the successful vendor, Schedules, Specifications Applicable, Drawings and Designs, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, 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 Employer within the time specified at the rates specified in the attached Price Bid viz., 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.

I/We agree to keep the tender open for **90 (Ninety days)** from the due date of submission thereof and not to make any modifications in its terms and conditions.

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 Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

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 2020

Witness,	Name	&	Signature of Contractor
Full Postal Address including			address:
			Pin Code NO. & Telephone NO.
1).			
2).			

ACCEPTANCE

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 Employer 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 2020 _____

For & on behalf of the Employer

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 Employer.

1. DEFINITIONS / INTERPRETATIONS :-

i). The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, 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.

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

a) The 'Firm', 'Tenderer' or 'Supplier' or 'Contractor' or 'vendor' 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 their legal heirs and successors, or company's authorised and constituted attorneys/agents and permitted assignees of such firm or company.

b) The 'Employer' or 'Bank' or 'Purchaser' means any officer of the Canara Bank, who is specifically authorised to enter into contracts in respect of the above works.

c) 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 authorised representative or person specifically deputed by the Overseeing executive of Premises & estate Section Bhopal wherever they are employed from time to time by the Employer.

d) "Contract Value" shall mean the final accepted rates in the Price Bid excluding AMC charges.

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

f) "Accepting Authority" shall mean the Assistant General Manager, Canara Bank, Circle Office, Bhopal.

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

g) 'Appellant Authority' shall mean the General Manager, Canara Bank, Circle Office, Bhopal of the Bank (the Employer). Who shall also be the authority to consider any extension of time or compensation as defined in clause hereunder.

h) '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.

i) 'virtual completion' shall mean that the work/installation is complete in all respects in the opinion of the Employer and for which the completion/clearance certificate has been issued by the Engineer -in-charge and the installation is fit for usage.

j) 'Drawings' shall mean all drawings and/or design drawings furnished by the tenderer / sketches duly signed by the authorised Engineer-in-charge on behalf of the Employer before commencement or during the progress of the work.

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

l) "Warranty period" shall mean a period of twelve months from the certified date of virtual completion issued by the Engineer-in-charge and accepted by the Employer.

m) "Site" shall mean the Canara bank Circle Office/Branch building, Saket Nagar, Bagsewania, Bhopal, Madhya Pradesh as per tender schedule of quantities allotted by the employer for the firm's use.

2. SCOPE OF WORKS TO BE CARRIED OUT:

2.1 The work consists of the contractor's own design based on technical specifications furnished. The contractor / supplier shall be responsible for its functioning according to the design criteria and its parameters. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.

2.2 The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

2.3 The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on material, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.

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

2.5 In the case of discrepancy between the schedule of quantities, the specifications and/or the Drawings, the following order of preference be observed:-

- a) Description in Schedule of Quantities.
- b) Particular Specifications and Special condition, if any
- c) Drawings prepared for the design.
- d) BIS Specifications.

2.6 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.

2.7 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.

2.8 The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer shall if involving a variation be confirmed in writing to the contractor/s within 7 days.

2.8.1 No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as provided in clause "Variation".

2.8.2 Regarding all factory made products, they shall be manufactured as per their respective IS code updated and all test undertaken at factory.

3. The work shall be carried out at Canara bank Circle Office/Branch building, Saket Nagar, Bagsewania, Bhopal, Madhya Pradesh. The Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated. 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 Employer might be deemed to have reasonably been inferred to be so existing before

commencement of work. Work shall be carried out through qualified engineer/supervisor with appropriate license as per statutory rules.

4. TENDERS ::

4.1 The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the tender and its stipulations) together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the tenderer. (Also refer point no.15 of General Rules & Instruction for guidance of tenderers)

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

4.3 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.

4.4 If called upon by the Employer, detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor's analysis.

4.5 All items of work described in the schedule of quantities and technical specifications 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. In the case of lump-sum contracts, 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 Employer.

4.6 The Employer 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 authorisation from the Employer. No variation shall vitiate the contract.

4.7 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. SIGNING OF CONTRACT & AGREEMENT::

5.1 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign the contract consisting of :-

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard tender Form consisting of:
 - i) Notice inviting tender, eligibility criterion, General Rules and Instructions.
 - ii) General Conditions of contract and clauses of contract along with Annexures thereto, like specification, special conditions etc.
 - iii) Bill of Quantity and Price Bid.
 - iv) List of Approved Brands/manufacturers appended, if any.

5.2 Contractor shall sign an Indemnity Bond in Bank's approved format (FORMAT ATTACHED) before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, non fulfilling safety precautions, faulty construction and for violating any statutory rules and regulations for which the contractor shall be solely responsible.

5.3 The contractor shall pay for all stamps and legal expenses, incidental thereto.

6. PERMITS AND LICENCES::

6.1 Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the contractor. 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.

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

7. 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 and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES ::

The tendered cost must include all duties royalties, cess and sales tax or any other taxes or local charges if applicable. No extra claim will be entertained with exception herein specified below.

i). The tenderers must include in their tendered cost all duties royalties, cess, Work contract tax and sales tax or any other taxes or local charges like octroi etc.. The GST will be paid extra. No extra claim on this account will in any case be entertained. However, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, if any further new tax, royalties cess or levy is imposed by Statute, and any Central Excise Duty by the Central Government on the Main Equipment and not on any type of sub-components or material involved in its manufacture or on installation materials like piping or electrical cabling, its switch gears etc., after the date of receipt of tenders, and the contractor there upon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. On account of any downward revision of such taxes / levies, the benefit shall be passed on to the Employer and shall be binding on the contractor even without the claim by the Employer.

ii). 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 authorised representative of the Employer and / or the Engineer-in-charge and further shall furnish such other information / document as the Employer may require from time to time.

iii). The contractor shall, within a period of 15 days of the imposition of any such further tax / levies, described above, give a written notice to the Employer that the same is given to pursuant to this condition, together with all necessary information relating thereto.

For this purpose the tenderers are requested to furnish the present tax structures separately with the Technical and commercial bid.

9. No optional items should be quoted in the tender.

10. 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 Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

11. OTHER PERSONS OR AGENCIES ENGAGED BY THE EMPLOYER::

The Employer 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. The main contractor shall extend all co-operation in this regard.

Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Architect / Engineer-in-charge of the Employer.

12. EARNEST MONEY, RETENTION MONEY & TOTAL SECURITY DEPOSIT::

Earnest Money: Rs.60,000.00 (Rupees Sixty thousand only)

EARNEST MONEY DEPOSIT (EMD) amounting to Rs. 60,000/- by way of Demand Draft of a Nationalised / Scheduled Bank drawn in favour of " Premises and Estate section , Canara Bank Circle Office, Bhopal ", payable at Bhopal must accompany each tender. Alternatively, a Bank Guarantee for the above amount valid for four months from a Bank other than Canara Bank can also be submitted. No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be liable for rejection.

Apart from above the successful tenderer to whom the contract is awarded will have to deposit as initial security deposit 2% of the value of the accepted tender. 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. The initial Security Deposit will not yield any interest & shall be held at Bank's end for the duration of the contract period. It shall be refunded to the contractor without any interest within fourteen days after the issue of certificates of virtual completion, after deducting any sum due from the contractor on any account under this contract.

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:

- a) 10% on the first rupees one lakh of the tendered cost of work.
- b) 7.5% on the next rupees one lakh of the tendered cost of work.
- c) 5% on the remaining amount of the tendered cost of work.

50% of the retention amount is refunded to the contractor on completion subject to the following.

- (i) Issue of virtual completion certificate by the Bank's Premises Department/ Architect
- (ii) Contractor's removal of his materials, equipment, labour force, temporary sheds/ stores etc, from the site (excepting for a small presence required if any for the defect liability period and approved by the Bank).

The remaining 50 % of 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.

A part of the Security Deposit if and as decided by the bank can also be furnished in the form of a bank guarantee from a Bank other than Canara Bank.

13.1 CONTRACTOR TO PROVIDE EVERY THING NECESSARY::

i). The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the N.I.T. The contractors should undertake their own assessment and design the plant and system required. If the contractor finds any discrepancies furnished it shall immediately brought to the notice of the Employer.

ii). The tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design / installation.

iii). The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.

iv). The Employer 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 Employer.

v). The contractor shall at all times give access to workers employed by the Employer.

vi). All tools, equipments and other required facilities for execution of work shall be provided by the contractor.

vii). Any facilities available at site shall be utilized only with prior permission of the Employer or the in-charge of the site / building owner and cannot be taken as granted and for such services utilises the Employer is entitled to charge at his discretion.

13.2 No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

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

i). Time of Completion:

45 days commencing from the 14th day from the date of purchase order issued by the Bank.

The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to commence from the date of issue of purchase order

from the date of acceptance letter or date of handing over site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer have certified in writing that the work has been virtually completed and defect liability period shall commence from the date of such certificate.

ii). EXTENSION OF TIME::

(a) The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract.

(b) Request for extension of time, to be eligible for consideration, shall be made by the contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.

(c) In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within 3 weeks of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.

(d) The decision of the Employer 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 Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Employer 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 programme chart submitted by the contractor or prepared by the Engineer in charge whoever is responsible for such programme of work. Contractor shall plan for procurement of materials, equipments well in advance and reflect the same in a progress chart so that there is no delay on the part of the contractor in completion of the project. Maintenance and production of such records as and when required shall be the responsibilities of the contractor.

15. LIQUIDATED DAMAGES::

Time is the essence of the contract. Thus the tenderer shall be aware and take note that non-supply or commissioning of the equipment / system will

affect the Banks committed programs and thus the loss by way delayed services / completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the tenderer without the necessity of providing for any details of such losses suffered by the Bank.

15.1 If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the employer on the contract value of the work for every completed week that the progress remains incomplete.

15.2 For this purpose the term 'Contract Value' shall be value at the contract rates of the work as ordered / accepted and the Contract value does not include the AMC cost.

If the Contractor fails to complete the works within the time for completion stated in the tender or within any extended time under Clause 14.ii hereof, the Contractor shall pay the Employer the sum at the rate of 0.5 % of the Contract Value per week of delay subject to a maximum limit of 5 % of the Contract Value as "Liquidated damages" for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

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

16.1 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 Employer. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site.

16.2 Storage of materials :The contractors shall make use of existing facilities with due permission of the Employer for storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the contractor. **The covered space required if any, shall be arranged at the tenderer's own cost in the open space identified/ear marked by the Bank.**

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS::

17.1 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 Employer written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

17.2 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 Employer.

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

17.4 The firm/company should have service unit/registered office in the state of Madhya Pradesh to get technically qualified in the tender. Full address of the office with its registration details to be submitted along with technical bid.

18. CLEARING SITE AND SETTING OUT WORKS::

18.1 The site of work shown shall be cleared of all obstructions, waste materials, rubbish of all kinds. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipments, materials or installations shall be re-done to maintain the originality and leveled at the contractors own cost.

18.2 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 Employer.

19. FIXING, FASTENING OF EQUIPMENTS::

19.1 The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations.

19.2 The contractor while fixing any material or equipment to be suspended from the ceiling, shall use fasteners of suitable strength to hold the weight of the

suspended system/equipment or material and such fasteners shall be fixed by means of power drills. The contractor shall not chip the ceiling unless ordered & approved by the Engineer- in-charge.

19.3 The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

20. 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 works 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 Employer provided such materials are permissible under Law.

21. ACCESS ::

Any authorised representatives of the Employer 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 prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall extend necessary facility to the Employer or their representatives for inspection examination and testing of the quality & workmanship of the materials.

22. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS::

22.1 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 Employer during the execution of the work, and to his entire satisfaction. The works shall be executed with best workmanlike manner confirming BIS Specifications, Indian Electricity Act & Rules, Statutory norms prescribed by local bodies etc.

22.2 If required by the Employer, the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Employer 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.

22.3 All material must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the Employer when so directed by the Employer.

22.4 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.

23. REMOVAL OF IMPROPER WORK::

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

23.2 In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.

24. CONTRACTOR'S EMPLOYEES::

24.1 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 Employer. In case of electrical works as per statutory Acts & Rules of Electricity Board and Electrical Inspectorate, the persons so employed shall have the requisite supervisory permit or wireman permit for appropriate nature of work undertaken.

24.2 NO CHILD LABOUR :

No labour below the age of eighteen years shall be employed on the work. In case of electrical works, the labour employed by the tenderer or their sub-contractor should be authorized person as permitted by the Chief Electrical Inspectorate office of the respective state Government. The Employer shall not be responsible for any deviation and the tenderers shall indemnify the Employer from any legal action or in any way directly or indirectly.

24.3 Labour Legislation::

The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

24.4 The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

24.5 The tenderer shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors. 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.

24.6 COMPLIANCE OF LABOUR REGULATIONS:

i) The Tenderer 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 tenderer or his sub-contractors as mentioned in the Safety Code of this tender.

ii) The Tenderer shall be fully responsible for compliance at his own expense all the labour regulations and rules to be observed by him and his sub-contractors and by the Employer as Principal Employer of workers. The Tenderer shall fully indemnify the Employer against any action by the state and/or Central Government for any default or alleged default by the Tenderer, Sub-contractor of any of such rules and regulations. If, due to any default of the tenderer or his sub-contractors, the Employer has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Employer shall be entitled to recover from the tenderer all such expenditure in full from any payment due to the tenderer.

25. DISMISSAL OF WORKMEN ::

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

26. 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.

27. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC ::

27.1 Damages to persons : THE Tenderer 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 of any sub-contractor or of any of his or a sub-contractors 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.

27.2 The clause shall be held to include interalia, 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.

27.3 The tenderer shall indemnify the employer 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.

27.4 Damages to property: The Tenderer 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.

27.5 The tenderer shall effect the insurance necessary and indemnify the employer 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 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 effected 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.

27.6 THE employer 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.

27.7 If the tenderer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or

workmanship the tenderer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the tenderer, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

27.8 i) TRANSIT INSURANCE ::

Wherever specifically agreed to, the firm will insure at his cost the goods for all transit risks including 60 days storage risk from the date of the delivery of the goods at the final destination.

ii) INSURANCE::

In his own interest 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 Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed.

Contractor shall strictly follow labour laws in force and obtain the necessary license for doing the work. He will be required to take care of the safety & security of the personnel employed and occupants of the flats, third parties, office equipments, building and other loose furniture's within the working area, during execution of the works. Contractor will be required to obtain Insurance policy "Erection All Risk Policy (EAR)" for the entire duration of the works till settlement of final bills as per clause 29 of this contract document. Any damage to the articles, building shall be made good by the contractor at his cost.

27.9 The contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the employer may deem fit.

28. ACCOUNTS RECEIPTS & VOUCHERS::

The contractor shall, upon the request of the Employer 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 Employer 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.

29. MEASUREMENT::

29.1 Before taking any measurement of any work the contractor shall give reasonable notice to the representatives of the Employer or the site engineer if any, and measurements particularly concealable in nature shall be jointly taken

and recorded and such statement of measurement shall be enclosed along with the bill or running bills. In the event of such measurement taken directly by the contractor the details shall be recorded and routes be marked for inspection of the engineer-in-charge.

29.2 Any deviation or discrepancies observed by the engineer-in-charge shall be brought to the notice of the contractor or their representatives and during such inspection and measurement if the contractor fails to be present the certification of the engineer-in-charge shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

30. PAYMENT TERMS, ADVANCE PAYMENT & ITS RECOVERY::

30.1 Payment Terms:

i). All bills shall be prepared by the contractor in the form agreed or furnished by the Employer.

ii). No mobilization advance amount will be paid to the firms. Payments to the contractor will be regulated as below:

(iii) All such interim payments accepted by the Contractor shall be regarded as payments by way of advances against final payment only. These shall not preclude bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected.

(iv) All such payments other than initial advance payment are subject to deductions of security deposit as detailed in the tender elsewhere.

30.2 Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications.

30.3 Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge/employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

30.4 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

30.5 All the payments, interim or otherwise other than the initial advance, are subject to statutory deductions of Income Tax & its Surcharge, Sales tax deductions as notified by respective Local State 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.

30.6 The final bill shall be submitted by the contractor within 1 (one) month from the date of completion of work or from the date of certification of virtual completion certified by the branch-in-charge.

30.7 FINAL PAYMENT::

(1) The Tenderer shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the tenderer after submission of the final bill or on acceptance of the final payment and these shall be deemed to have been waived and extinguished.

(2) In the event of any dispute, payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, shall be made by the employer within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge.

a) If the gross amount of the work done under the contract items, plus that of additional deviated items is upto Rs.2 lakhs - 30 days.

b) - do - exceeds Rs. 2 lakhs & is upto Rs.20 lakhs - 45 days

c) - do - exceeds Rs.20 lakhs /- 60 days

31. VARIATION / DEVIATION::

The Engineer-in-Charge with the specific approval of the Employer 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 tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge. 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 tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the tenderer 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 Engineer-in-Charge as a deviation.

(b) In the event of any deviation being ordered which in the opinion of the tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer 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".

c). The tendered rates, shall hold good for any increase or decrease in the tendered quantities upto variation of 15 % 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 15 %, the rate for the respective item may be reviewed on mutually agreed terms.

32. SUBSTITUTION::

Should the contractor desire to substitute any materials and workmanship, He must obtain the approval of the Employer 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 Employer has to be obtained in writing before their usage.

33. PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION:

33.1 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 that they have completed the work and it is ready for inspection.

33.2 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 Employer.

34. CLEARING SITE ON COMPLETION::

34.1 On completion of the works the contractor shall clear away and remove from the site all constructional 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 Employer.

34.2 In the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deductions in the payments due to the contractor and the contractor shall not dispute such payments.

35. CONCEALED WORKS::

The contractor shall give due notice to the Employer 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 Employer be either opened up for measurement at the contractors 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 / certification of the Engineer-in-charge shall be accepted as correct and binding on the contractor.

36. ESCALATION::

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octri etc. unless specifically provided in these documents.

37. 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.

38. SUSPENSION OF WORKS::

38.1 Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the tenderer in respect of any delay in commencing, completing or during the progress of work or inferior workmanship, may serve notice in writing absolutely determine and cancel the contract in any of the following cases;

i) If the contractor having been given by the Employer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor 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 entitle the court to make a winding up order.

iii) If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) 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 Employer.

iv) If the contractor 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 a notice given in writing in that behalf by the Engineer-in-charge.

v) If the contractor 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 Engineer-in-charge.

vi) If the contractor commits any acts mentioned in terms of tender hereof: And when the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:-

a) To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be

conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.

b) In any such event the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost incurred by the Employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.

38.2 In any case in which any of the powers conferred upon the Employer hereof, shall have become exercisable & the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

39. TERMINATION OF CONTRACT BY EMPLOYER ::

39.1 If the contractor ::

(a) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or

(b) 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 Engineer-in-Charge; or

(c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

(d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favouring him in relation to the obtaining or execution of this or any other Contract for the Employer or;

(e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof

have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

(f) shall obtain a Contract with the Employer as a result of wrong tendering or other unethical methods of competitive tendering; or

(g) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

(h) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

(i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

(j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

39.1.2 The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the tenderer.

39.1.3 The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree::

(a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) to carryout the incomplete work by any means at the risk and cost of the Tenderer.

39.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of

the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work.

39.3 Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Tenderer on any account, and if such moneys are not sufficient the Tenderer shall be called upon in writing and shall be liable to pay the same within 30 days.

39.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge with the approval of the Employer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale hereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

39.5 Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

40. SETTLEMENT OF DISPUTES AND ARBITRATION::

40.1 It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Engineer-in-Charge which shall be given in writing, shall be final, conclusive and binding on the tenderer.

40.1. If the tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing for written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of two months from the receipt of the tenderer's letter.

40.2 Upon receipt of such written instructions or decision the tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the tenderer shall within a

period of thirty days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

40.3 All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows :

40.4 Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the tenderer a panel of three names of persons who shall not presently be connected with the work. The tenderer shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.

40.5 If tenderer fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the tenderer shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so the tenderer shall communicate to the Appellant Authority the name of one officer from the list who shall then be the Sole Arbitrator.

40.6 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

40.7 IT is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Part (ii) above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.

40.8 It is also a term of this contract that no person other than a person appointed by Appellant Authority, in charge of the work as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

40.9 It is also a term of the contract that if the tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged

and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.

40.10 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996, 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.

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

40.12 It is also a term of the contract that any fees TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

40.13 It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion. The fees, and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

40.14 The award of the Arbitrator shall be final and binding on both the parties

41. RIGHT TO AUDIT/TECHNICAL EXAMINATION ::

The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made even after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in

respect of any work done by the tenderer under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the tenderer shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in clause 47 or in any other manner legally permissible and if it is found that the tenderer was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the tenderer, without any interest thereon; Provided that the tenderer shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the tenderer on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

42. LIEN ::

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to

withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalisation or adjudication of any such claim.

(b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Employer or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or with such other person or persons.

(c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contracts governed by the arbitration clause) or by the competent court, as the case may be and that the tenderer will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the tenderer. For the purpose of this clause, where the tenderer is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

43. EXTERNAL INSPECTION & AUDIT :-

(i) All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Employer or any designated auditor / officials of the Employer and of the Chief Technical Examiner's Office under Central Vigilance Commission.

(ii) IF it shall appear to the Engineer-in-Charge or to the Engineer in charge of Quality Control or any designated auditors / officials of the Employer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in

whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.

(iii) In the event of the contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.

(iv) In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer or the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and without substantially affecting the utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same shall be final and binding on the tenderer.

44. PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):-

PURCHASE PREFERENCE:

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

1. Micro & Small Enterprises [MSEs]:

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

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits

- available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
 - 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
 - 1.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
 - 1.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
 - 1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
 - 1.7. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. Startup:

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 3.1. “Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - 3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - 3.3.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - 3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - 3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - 3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - 3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

- 3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.
- 3.3.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- 3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- 3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.10. Ministry of Electronics and Information Technology (MeitY):
In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified ten (10)

electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.

3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.

3.11. Department of Telecommunications (DoT):

In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.

3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.

3.12. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

7.1 Public Procurement Policy for MSE 2012

7.2 Purchase Preference linked with Local Content (PP-LC).

SIGNATURE OF TENDERER WITH SEAL

SAFETY CODE

Scaffolds

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with sanitary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do no sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1.00m. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional metre of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Excavation & Trenching

- ix) All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- x) The contractor shall take all measures on site of the work to protect the public from accidents and shall be bound to bear the expenses of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the precautions and to pay any such persons or which may with the consent of contractor, be paid to compromise any claim by any such person.

Demolition

- xi) Before any demolition work is commenced and also during the process of the work.
 - a) All open areas adjacent to the work site shall either be closed or protected.
 - b) No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.

Personal Safety Equipments

- xii) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Those engaged in welding works shall be provided with welder's protective eyesight lids.

 - b) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

 - c) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

 - d) The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are

employed on the work of lead painting the following precautions should be taken.

- e) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- f) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- g) When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

xiii) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions.

- 1. (a) These shall be of good mechanical constructions, sound materials and adequate strength and free from patent defect and shall be kept in good working condition with necessary preventive maintenance
 - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be anchorage of any hoisting machine including any scaffolding without signals to operator.
- 3. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 4. In case of department machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
 - a) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient

safeguards, hoisting appliances should be provided with such means as will reduced to minimum of risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

b) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided near the place of work.

xiv) All the Indian Electricity rules 1956 on Electrical Safety should be strictly followed while execution of the Electrical works

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

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

Notwithstanding the above clause from (i) to (xv), there is nothing in these to attempt the contractor from the operation of any other Act or Rule in force in the Republic of India.

SIGNATURE OF THE TENDERER WITH SEAL

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2020 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ 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 authorised 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 authorised Managing
Director, Shri _____ and (hereinafter called the Tenderer which
term shall also be called the Supplier or
the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous that to undertake the work of FIRE FIGHTING & FIRE ALARM SYSTEM at Canara bank Circle Office/Branch building, Saket Nagar, Bagsewania, Bhopal, Madhya Pradesh as detailed in the notice inviting tender and their office mentioned and called for invitation to tender and the tender opened on _____ furnished by the tenderer for the supply, installation and performance of such works has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

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) General Rules and Instructions for the guidance of tenderers.
 - c) The Tender offer, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - d) General Conditions of contract along with Annexures thereto.

TENDER DOCUMENT – FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH.

e) Safety Code

f) Schedules A to E consisting of Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.

g) Scope of Comprehensive AMC

[Note : * Strike off whichever is not applicable]

h) Schedule of quantities including Prices and tendered amount known as Price - Bid.

i) The details submitted in technical bid, design, technical brochures, drawings and such other details etc.

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to carry out the work complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also 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 tenderer, _____

_____ to the Employer _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative
of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

DRAFT FORMAT OF INDEMNITY BOND

(TO BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR IN STAMP PAPER)

THIS DEED OF INDEMNITY BOND is made on this ----- day of ----- month of year two thousand eighteen (____.____.2020) By M/s ----- duly represented by one of its partners -----, aged -- years, son of Sri -----, residing at -----.

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised 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 authorised Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part

Whereas My Company became successful in securing the subject work through competitive tendering and the work of **FIRE FIGHTING & FIRE ALARM SYSTEM AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH** has been awarded in favour of my Firm/ company by Canara Bank Circle Office Bhopal, Premises and Estate Section, Bhopal.

And whereas for undertaking the said work, my company has entered into contract agreement on _____.____.2020.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt.____.____.2020 and in consideration of Canara Bank having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of **FIRE FIGHTING & FIRE ALARM SYSTEM AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH AND REFERRED TO ABOVE**, I hereby undertake to indemnify and keep harmless the Canara Bank 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 I shall be solely responsible.

[Note : * Strike off whichever is not applicable]

Schedule- A

SPECIAL INFORMATIONS TO THE TENDERERS

1. The Work has to be carried out at the CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH. The building is a fully occupied commercial building. Failure to complete the work within the stipulated period on the pretext of non availability of site will not be considered for time extension. **Tenderers are therefore advised to visit the site and familiarize with site conditions before quoting.**
2. Tenderers are advised to go through the specifications and the schedule of work and clarify doubts if any, with the Bank's Engineer before quoting.
3. The contractor shall furnish full details of the materials he intends to use on the work like make, model no., printed literature/ catalogue showing all details, reference to any national/ international approvals etc. In case of any deviations from the specifications/ stipulations contained in the tender, the same shall be separately listed out by the contractor and enclosed with the tender (in technical bid). Failure to furnish the above details may result in rejection of tender summarily.
4. **Warranty:** The offer must include comprehensive on-site warranty **for a period of 1 year with free maintenance** from the date of the installation and commissioning of the equipment. The firm shall be fully responsible for the warranty in respect of proper design, quality and workmanship of all equipments, accessories like covered by the offer. However the failure of the components due to other electrical faults will not be covered by the offer. The firm must warrant all equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period the firm shall maintain the equipment and repair/ replace all the defective components at the installed site at no additional charge of whatsoever nature to the Bank.
5. A copy of the BOQ (without the price) in respect of both main work with the words "quoted" written shall be enclosed in the technical bid in order to indicate that all items have been quoted for in the price bid.
6. Relevant type/factory test certificates shall be furnished in respect of FIRE FIGHTING SYSTEMS AND FIRE ALARM SYSTEMS and other related accessories etc.

SIGNATURE OF THE TENDERER WITH SEAL

Schedule B

SPECIAL INSTRUCTIONS TO THE TENDERER

- 1.1 This specification shall be read in conjunction with General conditions of contract as applicable for this project.
- 1.2 The tenderer shall design the equipment considering the above and the site conditions. After award of contract no claim for extra payment will be entertained.
- 1.3 Within two weeks of placement of order, the Contractor shall furnish the load data, insert details and other such details/ information.
- 1.4 The supplier shall submit any certificate required by the Bank. Final clearance from fire department should be availed by contractor and to be submitted to bank. No extra payment for the same shall be provided. An amount of 10% will be withheld until the clearance / NOC certificate is submitted to bank by concerned government bodies and local authorities for the work done.
- 1.5 The supplier shall submit relevant material test certificates. The work to be executed as per NBC 2016 Fire Safety Part IV.
- 1.6 List of preferred makes of components as per list furnished in this specification shall be adhered to for bought out items.
- 1.7 A write-up on testing facilities available in the works of the Tenderer shall be furnished.
- 1.8 The contractor shall ensure that minimum amount of assembly is necessary at site. Site assembly shall be avoided as far as possible.
- 1.9 The quoted price shall include charges on account of taxes, duties, packing, forwarding, transport, insurance etc. The quoted price shall remain firm and binding and shall not be subjected to any escalation whatsoever on any account during entire period of supply, installation, testing & commissioning.
- 1.10 The work shall be guaranteed for a minimum period of one year of trouble free operation after commencement of regular operation and shall include free servicing, repair and replacement of parts by the Contractor.
- 1.11 Workmanship and performance warranty:
 - i. The materials used shall be new and best of its kind available and shall conform to standards as mentioned in the technical specification.
 - ii. The supplier shall guarantee satisfactory performance of equipment/ system as per relevant guidelines.

- iii. The guarantee shall also cover faulty design/ materials/ workmanship. All rectification or replacement under guarantee shall be done by the supplier free of cost.
 - iv. The conditions regarding guarantee of equipment shall also be governed by the relevant clauses of general commercial conditions.
- 1.12 Permanent, non-rusting metal tag shall be affixed to the equipment with tag number.
- 1.13 The tenderer shall furnish the questionnaire as asked for in of this document, along with the tender.
- 1.14 The tenderer shall fill up the price data sheet and submit in a separate cover along with the tender.
- 1.15 The tenderer shall furnish a Time Bar Chart showing breakup of time required for various activities viz., submission and approval of drawings, raw material procurement, engineering, various shop activities, order placement for bought out items and their delivery to shop, assembly, testing, inspection, dispatch, erection and commissioning.
- 1.16 The tenderer shall furnish the procedure proposed for conducting performance guarantee test; for review by purchaser.
- 1.17 The tenderer shall ensure installation of all electrical equipment by approved licensed electrical Contractors and subsequent approval by electrical & fire inspector and other competent authority, if necessary.

2.0 GENERAL:

2.1 MECHANICAL:

- 2.1.1 The systems shall be of latest design having directional collective control with or without attendant. Digital indicators and illuminated buttons shall be provided as per technical specification. Work to be done as per dimensions recommended by relevant standards and enclosed drawing.
- 2.1.3 Safe access for maintenance and removal of all mechanical and electrical parts shall be ensured.
- 2.1.4 All parts requiring replacement or inspection or lubrication shall be easily accessible without the need for Dismantling of other parts/ equipment. All electrical cables shall be laid such that they are not liable to damage and can be easily inspected and maintained.
- 2.1.5 All machinery or equipment included under this specification shall be equipped with safety devices and clearance to comply with recognized standards and purchaser's requirement.
- 2.1.6 Welding shall be carried out as per relevant IS standards.

2.1.7 Final testing and demonstration of the work to be presented to the bank officials.

2.2 ELECTRICAL:

2.2.1 The scope of supply shall include all the electrical equipment/ items required for smooth and efficient operation of fire fighting systems and fire alarm systems..

The scope includes the following:

- a) The wiring work to be properly ducted and neatly done.
- b) Complete fire panel work and alarm panel to be done as per instruction of Bank's Security Officer.
- c) Earthing point to be provided wherever necessary.
- d) All sundry erection materials required for installation and wiring of electrical equipment and for cable laying to be done by contractor.
- e) Statutory clearances, approvals from Local Fire Inspectorate / statutory authorities etc. to be obtained by tenderer.

2.2.2 The equipment offered shall be suitable for trouble free and efficient service.

2.2.3 The electrical equipment shall comply with the latest revision of relevant standards and wherever such Indian Standard is not available, International codes and practices shall be followed. The equipment shall be dust and water proof.

2.2.4 Electrical equipment shall conform to latest Indian electricity rules and regulations and the statutory requirement of Government of India and the Government of State as regards to the safety requirement, earthing and other essential provisions specified therein.

2.2.5 The materials used and the equipment supplied shall be new, reliable and of the class most suitable for the purpose for which they are intended. The equipment designed and the installation shall allow easy access to facilitate inspection, maintenance and repairs.

2.2.6 Test and warranty Certificates of the equipment shall be submitted before installation of each equipment.

2.2.7 The operating voltage for control supply shall be indicated by the tenderer.

2.2.8 The control panels to be provided shall be suitable for floor/ wall mounting. This shall be fabricated from steel sheet of 2mm thickness. The bottom most equipment shall be mounted at least 380 mm above the floor level of the panel. (Any alteration in the level of pit will be carried out by the purchaser).

The layout of components in control panel shall be so as to provide adequate safety clearances and ease of operation and maintenance.

- 2.2.9 The minimum rating of the isolating switch and contactor shall be 63A and 32 A or 125% the full load current of the drive, whichever is higher.

Earthing of all electric equipment shall be done as per relevant BIS, latest IE rules and statutory regulation of the Government of Madhya Pradesh.

03. PAINTING

- 3.1 General service painting - This includes structures, plate works, piping, ducting and machinery of mechanical nature (except motors, resistors, panels, switch gears etc.).
- 3.2 All parts of the elevator shall be thoroughly cleaned of all mild scale, rust and foreign materials by appropriate method of cleaning such as solvent cleaning, hand tool and power tool cleaning, flame cleaning, blast cleaning etc. After that, all parts including frames, gear boxes etc., shall be sand blasted as per STANDARDS.
- 3.3 All parts inaccessible after assembly shall be painted before the assembled while paint is still wet. After installation at site, damaged areas shall be touched with primer and paint of approved colour shall be applied.
- 3.4 All machine pads bearing surfaces on structure or housing shall be painted with white lead.
- 3.5 Switch Board/ Control panel painting- This includes fabricated sheet metal items namely electrical control panels, switch boards, control disk, cabinets etc.
- 3.6 Mild scale, rust etc., shall be removed by pickling in a bath of dilute Sulphuric, Hydrochloric or Phosphoric acid, with or without heating, followed by thorough rinsing by fresh water to remove acid traces. Pickling in Sulphuric acid may be followed by dipping in dilute Phosphoric acid containing iron phosphate. Prior to pickling heavy deposits of oil, grease, soil and other foreign matters shall be removed by solvent cleaning.
- 3.7 The quality of paint and colour scheme of finish coats shall be as approved by the owner.

4. INSPECTION & TESTING:

- 4.1 GENERAL: The bidder based on the broad outline inspection procedure indicated in this Section shall finalize with Bank prior to the award of contract, the detailed procedure for inspection, testing (at factory/ site) alongwith the schedule of time and period of individual activities.
- 4.2 The Contractor shall submit relevant test Certificates for all electrical equipment, cables. Following are the guidelines for shop testing.
- All motors to be routine tested as per latest IS codes .
 - All control panels/ MCCS shall be routine tested as per latest IS codes.
 - Thyristor/ Rectifier panels as per latest IEC .

- Dry type power transformer as per latest IS codes.

4.3 Similar test Certificates shall be submitted in respect of items like wire ropes, chains, couplings, gears, gear boxes, rope drums, pulleys, shafts etc.

4.4 Contractor shall give adequate notice to the owner in regard to shop testing of major items like motors, etc. in order to enable the purchaser to witness the tests if required by the purchaser.,

5. INSPECTION AT SITE:

All tests shall be carried out in the presence of the owner/ Inspector and any corrections found necessary shall be approved by the owner/ inspector and shall be carried out with minimum of delay. The supplier shall be responsible for producing all necessary working sketches and drawings to the approval of the owner/ inspector

In case of unit capacities and design parameters guaranteed by the Contractor are not established during the performance guarantee testing, the Bank at its discretion may reject or accept the elevator after assessing its technical suitability. The Contractor shall be given 2 months time after commissioning for rectification to achieve the necessary design parameters, beyond which the Bank may reject.

6. ELECTRICAL TESTS:

- a) Visual check for adequacy & completeness of scope of supply.
- b) Insulation test on electrical equipment wiring.
- c) Satisfactory operation of panel, safety devices etc.
- d) Correctness of all circuits and interlocks.
- e) Satisfactory operation of electric motors.

It is the responsibility of the tenderer to arrange inspection by the statutory authorities/city corporation and to obtain commissioning approvals, certificates etc before putting systems in to service. Time of completion may be treated completely only after obtaining approval and certificates from the appropriate statutory authorities.

The work shall be under warranty of minimum of 12 months from the date of handing over during which all regular servicing are to be done with free of cost. Bank will not make any extra payment.

SIGNATURE OF THE TENDERER WITH SEAL

Schedule C

TECHNICAL SPECIFICATIONS

A) **SCOPE OF WORK:**

1. The scope of work covers:
 - 1.1 Control Unit: This unit process signals from sensors and activated output devices such as hooters, auto dialers etc.
 - 1.2 Smoke/Heat Detectors: These perform the function of detections of smoke / fire and are based on various scientific principles. Optical Type Operate on light scattering effect and are more successful where large amount of particulate emission is expected in smoke. Ionization Type - are suitable for detection of dense smoke and operate on the principle of ionization. Heat Type - are sensitive either to rate of rise of temperature or to temperature rise above a certain value. Either way, these are generally calibrated to trigger fire alarm if temperature rises above 67 degree centigrade. The IS prescribes 1:1 ratio of Optical & Ionisation smoke detectors.
 - 1.3 Response Indicators: These are provided to indicate activation of a detector installed about false ceiling or inside rooms, which is not visible. Number of response indicators will be equal number of detectors installed above false ceiling/ rooms.
 - 1.4 Manual Call Point: This is provided for manual activation of the fire alarm and is generally of breaking glass type. Upon breaking of glass, a spring loaded switch is released which activates fire alarm.
 - 1.5 Battery back-up: To cater for power failure.
 - 1.6 Wiring: Fire resistant armoured copper conductor cable is used for connecting various parts of the fire alarm system.
 - 1.7 All components of a fire alarm system must conform to IS and the system configuration must be designed in accordance with the principles set out in the Standard.
 - 1.8 Detector type and density, location etc for example, will depend upon the following factors:
 - 1.8.1 Nature of ceiling - horizontal/inclined.
 - 1.8.2 Presence of overhanging joists with overhang of more than 20 cms.
 - 1.8.3 Ceiling height.
 - 1.8.4 Air throughput, air movement
 - 1.8.5 Distance from wall.
 - 1.8.6 Nature of fire hazard.
 - 1.9 Auto Dialers : Most of our branches are not guarded at night. Triggering of intrusion detection systems therefore will be of use solely due to the shock effect that it will create in the burglars, on reactions of local populace and police, if any. Banking personnel do not come to know of intrusion till they are informed by public/police. In order to bridge this gap, auto dialers need to be installed in conjunction with fire or burglar alarm systems. Triggering of alarm system will lead to activation of the auto dialer which will dial automatically 4 to 5 telephone numbers sequentially and will convey a pre-recorded message regarding burglary or fire. Auto dialers can also be connected to branch lighting switches which can be made to switch on and off at random which can deter burglars.
 - 1.10 Auto dialers should have following features:-
 - 1.10.1 At least 16 bit field for recording telephone numbers.

TENDER DOCUMENT – FIRE FIGHTING & FIRE ALARM SYSTEM WORKS AT CANARA BANK CIRCLE OFFICE BUILDING, PSP AREA, PLOT NO. 4, BAGSEVANIA, NEAR AIIMS CAMPUS, BHOPAL, MADHYA PRADESH.

- 1.10.2 Telephone numbers must be dialled sequentially and repeatedly till the connection is made and message delivered.
- 1.10.3 The dialler should be able to distinguish between triggering of fire (smoke/ heat) detectors and intrusion detectors and then should deliver appropriate message regarding fire/burglary.
- 1.10.4 Pulse/tone compatibility.
- 1.10.5 Tamper resistance. Pass word protection should be available.
- 1.10.6 Memory protection on power loss
- 1.10.7 Installation of auto dialers however, must be preceded by proper preparation of the staff to correctly handle the equipment, as false alarm can reach the pre-recorded destinations creating confusion. Attitudinal changes and adoption of compatible habit patterns is a pre-requisite for power operation. Local police and fire service personnel as also other recipients for pr-recorded message need to be briefed about the equipment and cooperation sought.

SIGNATURE OF THE TENDERER WITH SEAL

PART-II PRICE BID

TERMS OF PRICE BID

- 1) Prices quoted must be firm for the period /extended period of contract. No escalation shall be admissible in respect of any item of the contract, except in case of statutory variation in items like excise duty, works contract tax (if applicable), which shall be reimbursed subject to submission of necessary documents.
- 2) No escalation due to IEEMA clause shall be admissible.
- 3) Price quoted must be inclusive of all items required for the entire job of design, manufacture, supply to site, erection, testing, commissioning, and handing over including ancillary items like scaffolding, minor civil works, all electrical items etc., and nothing extra shall be paid.
- 4) All materials shall be insured against theft, damage, etc., from the time they are transported from the factory upto the time of handing over to the owner. No claim in respect of any damage/ loss shall be entertained.
- 5) Watch and ward responsibility at site shall be the responsibility of the firm.

The price quoted is subject to arithmetic errors i.e incase there is error, the individual sum total shall be considered.

SIGNATURE OF THE TENDERER WITH SEAL