



SUPPLY AND INSTALLATION OF AUDIO VIDEO SYSTEM AT CONFERENCE ROOM

7TH FLOOR, GIFT ONE,
GIFT CITY, GANDHINAGAR

Ref: 555/AK/AVC/GIFT

Please do not detach any papers from this booklet.

CANARA BANK
PREMISES & ESTATE SECTION 3rd
floor, NEELKANTH AVENUE-1,
NAVJEEVAN PRESS ROAD,
AHMEDABAD.

COMPETITIVE TENDER DOCUMENT

TENDER FOR SUPPLY AND INSTALLATION OF AUDIO VIDEO SYSTEM AT CONFERENCE ROOM: 7TH FLOOR, GIFT CITY
GANDHINAGAR

PART-I

GENERAL INFORMATION

YOU ARE REQUESTED TO FULLY UNDERSTAND THE CONTENTS OF PARTS I, II AND III AND PART IV IS TO BE FILLED UP WITH YOUR RATES, CORRESPONDING AMOUNTS AND TOTAL AMOUNT NEATLY AND LEGIBLY.

NAME OF THE WORK : SUPPLY AND INSTALLATION OF AUDIO CONFERENCE SYSTEM AND VIDEO DISPLAY SYSTEM FOR MAIN CONFERENCE HALL AT 7TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR.

ESTIMATED COST OF WORK: 43 LACS

TIME FOR COMPLETION : 15 days INCLUDING HOLIDAYS, SUNDAYS FROM THE DATE OF ISSUE OF WORK ORDER.

DATE OF ISSUE OF TENDER DOCUMENT : 03.06.2021

LAST DATE OF SUBMISSION OF QUERIES: 09.06.2021 : 03:00 PM

DATE OF PRE BID MEETING: 09.06.2021 : 03:30PM

NO QUERIES WILL BE ENTERTAINED AFTER PRE-BID MEETING.

LAST DATE FOR SUBMISSION : ON OR BEFORE 3.00 pm, 18.06.2021 IN SEALED COVER

EMD : NIL. BID SECURITY DECLARATION FORM TO BE SUBMITTED

WHOM TO SUBMIT : THE ASSISTANT GENERAL MANAGER
PREMISES & ESTATE SECTION,
CIRCLE OFFICE,
AHMEDABAD

TIME & PLACE OF OPENING OF SEALED COVERS : ON, 3.30 pm 18.06.2021
AT PREMISES & ESTATE SECTION, CIRCLE OFFICE
AHMEDABAD

Canara Bank will not take any responsibility for any delay due to any reason in submitting the tender document at the specified place.

IMPORTANT NOTE: CABLING WORK IS ALREADY COMPLETED AT THE SITE. HENCE THE BIDDER MUST PROVIDE THEIR QUOTATIONS EXCLUDING CABLING WORKS. HOWEVER MINOR CABLING FOR THE COMPONENTS SUPPLIED WILL BE DONE BY THE CONTRACTOR. THE AMC PRICE MUST INCLUDE MAINTENANCE OF CABLING DURING THE DEFECT LIABILITY AS WELL AS AMC PERIOD.

Date: 02.06.2021
Ahmedabad

ASSISTANT GENERAL MANAGER

PRE-QUALIFICATION CRITERIA FOR THE TECHNICAL BID

- 1) The party quoting should be an OEM or Authorized dealer/Integrator.
- 2) Bidder shall furnish letter of authorization and warranty support from the principal company, if the product quoted is a third party product. Vendor are free to give authorization or support letter in the principal company format provided it should have clear mention about the case specific authorization & warranty support.
- 3) Bidder shall furnish detailed Specification sheet or Technical literature of each item being offered.
- 4) Bidder should provide minimum 1 year warranty and can be capable of offering Annual Maintenance Contract for minimum 4 years after the expiry of Warranty period.
- 5) Bidder shall quote only the products complied with the specs attached and if any violation found, tender can be rejected by the bank. Any false submission of information or false interpretation of specifications will automatically disqualify the bidder. One to one compliance statement against technical specifications should be attached.
- 6) Bidder must have completed supply and installation of The Tenderer should have executed any of the following work in a **SINGLE CONTRACT** during the last Five (5) years ending with 31.03.2021
for at least, One (1) similar work costing Rs.34.00 lacs
OR
Two (2) similar works each costing Rs.21 lacs
OR
Three (3) similar works each costing Rs. 17 lacs.

Satisfactory work completion certificates from clients clearly indicating the cost and nature of works executed (Please refer to similar works). In case of consolidated completion certificates, split up details certified by the client/ project consultant is to be enclosed.

Similar works means supply and installation of Video Display and Audio Conferencing system for offices / commercial buildings
- 7) The Company should be in the Audio Visual Business for at least 5 years. Copy of Registration of the Firm or Copy of incorporation along with atleast one work order and work completion of similar works for EACH YEAR since 2015 should be submitted,
- 8) The bidder must have minimum average turnover of **Rs. 2 Crores** from turnover of last three years viz. 2017-18, 2018-19 and 2019-20 from field of SUPPLY AND INSTALLATION OF AUDIO CONFERENCING AND VIDEO DISPLAY SYSTEM. Audited balance sheet and P&L account for the years mentioned and certificate from the Chartered Accountant. CA certificate **specifically** mentioning the turnover from AUDIO CONFERENCING AND VIDEO DISPLAY SYSTEM must be provided.
- 9) The supplier shall have a full-fledged trained team with REPRESENTATIVE office based at GUJARAT. Credentials showing the above shall be submitted along with the Technical bid. Address, Phone nos. have to be given along with hierarchy of escalation for complaints. Proof of having representative office at Ahmedabad/Gandhinagar in form of lease agreement/electricity bill etc. should be submitted. The representative office **MUST** exist before date of issue of this tender.

- 10) Company should have a GST registration, PAN number., Company Registration, EPF Registration, Labour insurance Copies., Ownership Document, Class Registration Certificate. Copy of the GST registration certificate and copy of PAN card. In case the firm/company etc. is not having G.S.T number, contractor should apply for G.S.T number and submit a copy for the acknowledgement form along with a declaration for having applied for G.S.T registration. Shortlisted vendor must submit GST Number before commencement of work.
- 11) MSE FIRMS MUST SUBMIT THEIR UDHYOG AADHAR CERTIFICATE
- 12) Procurement of equipment's/components as per the specified BOQ from the original manufacturers/suppliers.
- 13) Any misrepresentation of any of the facts in the Technical or Commercial bid will lead to disqualification of the tender.
- 14) Venders qualified in technical bid will be considered for commercial bid opening and ONLY shortlisted vendors will be informed.

SIGNATURE OF THE TENDERER WITH SEAL

Schedule- A

Details about the tenderer to be furnished by the tenderers

Intending tenderers should furnish details about their tenderer as per the following Proforma:

1. Name of the Vendor :
Address :
Telephone No. :
Office :
Residence :
Mobile :
Fax :
E-Mail :
2. a) Status of the Tenderer
Whether proprietary / partnership / :
Pvt. Ltd. / Public Ltd.,
b) Name of the Proprietor, :
Partners, Directors
I)
II)
III)
c) Year of establishment :
3. Registration with Registrar :
of Companies (No. & Date)
4. Registration with Tax Authorities :
a) Income-tax no. PAN/GIR NO; :
(furnish copies of Income-tax Returns)
b) Sales Tax & commercial Tax :
(Furnish the latest copies of the returns filed) : CST No
a) GST registration number :

TENDER FOR SUPPLY AND INSTALLATION OF AUDIO VIDEO SYSTEM AT CONFERENCE ROOM: 7TH FLOOR, GIFT CITY GANDHINAGAR

5. Names of the Bankers with address :
(enclose solvency certificate from the bankers to the extent of Rs.25 lakhs and above)

I)

II)

6. Turnover of the Company/tenderer in (Please attach copy of audited balance sheet and profit and loss account for the last three years.

Sl. No.	Year	Turnover
1	2017-18	
2	2018-19	
3	2019-20	

7. Name & relation, if any, with the staff :
member of CANARA BANK.

8. Details of similar work executed during the last 3 years as on 31.03.2021 (to satisfy point No.6 of the eligibility criteria)

Sl. No.	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Stipulated time for completion	Actual time for completion	If work left incomplete or terminated (furnish reasons)

Note: Copies of work orders along with Xerox copies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed.

9. Key personnel permanently employed for service engineers in your organization:

Sl No.	Name	Qualifications	Experience	Particulars of work done	Employed in your tenderer since	Any other

10. Furnish the names of three responsible persons with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of CANARA BANK in selection of VENDORS will be final and binding to me / us.
4. I / We have read the instructions appended to the pro-forma and I / we understand that if any false information is detected at a later date the pre-qualification shall be cancelled at the discretion of the bank.

Place :
Date :

SIGNATURE OF THE TENDERER
NAME & DESIGNATION
SEAL OF ORGANISATION

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

1. Sealed Tenders are invited from the Original Equipment Manufacturers (OEMs)/authorized dealers/ Integrators of the makes mentioned in tender for the Supply and installation of Audio conference system and Video display system for Main conference hall at 7th floor, GIFT ONE, GIFT CITY, GANDHINAGAR.

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 can be downloaded from www.canarabank.com and CPP portal www.eprocure.gov.in. The site for the works is available for immediate commencement of work.

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 & ESTATE SECTION, CIRCLE OFFICE, AHMEDABAD.**

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.

The two envelopes are classified as,

- (1). The Technical & Commercial Bid and
- (2). The Price Bid.

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).

ii). The tender,(i.e. in the envelope containing the Technical Bid) shall be accompanied by BID SECURITY DECLARATION LETTER.

Tenders without BID SECURITY DECLARATION LETTER shall be liable for rejection.

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

5.1. The time allowed for carrying out of the work will be not exceeding the period specified in the NIT i.e. **15 days INCLUDING HOLIDAYS, SUNDAYS FROM THE DATE OF ISSUE OF WORK ORDER.**

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. 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. A security deposit of 3% of the contract value has to be provided by the successful bidder with in 14 days from date of issue of work order. Also, successful bidder has to enter into agreement with the bank with in 07 days from date of issue of work order.

10. 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. **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.

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. (OR)

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

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

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.

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 rates quoted should be **exclusive** of GST and should be **inclusive** of Salestax, 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 and the same shall be payable by the tenderer. The Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.

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. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

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.

Further the tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer. The contractor has to enter into formal agreement with the bank in 14 days of receipt of work order.

21. The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works 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.

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.

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 be opened in the presence of the available tenderer.

Both the envelope superscribed as " Technical & Commercial Bid" and "Price Bid " will be simultaneously accepted, but the envelope superscribed as "Technical & Commercial Bid " alone will be opened and relevant details, shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.

Incomplete offers and offers not accompanied by the mandatory documents and BID SECURITY DECLARATION LETTER shall be rejected.

Further, offers will be evaluated against the stipulated eligibility criteria. Offers not complying with the eligibility criteria will be liable for rejection.

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.

During the course of technical evaluation if found necessary the Employer / Consultant 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 superscribing "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.

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 / consultant 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.

The bank may not necessarily inform the unsuccessful bidders about their non selection. 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.

Techno-Economic evaluations:

Being a techno - economical project, besides the capital cost, the Present value of AMC charges for 4 years after completion of defect liability period will also be evaluated. The present value of the AMC component per year will be calculated as per the following formula:

$$\text{Present Value} = C/(1+r)^n$$

Where 'C' is the annual CSMC of each year

'r' is Bank Prime lending rate which is at present 12.15%

'n' is number of years, i.e., n is 1 for 1st year and 2 for 2nd year...

The above-mentioned calculation is for Price comparison purpose only.

Therefore, the tenderers / contractors shall furnish the AMC charges in the price bid for 4 years and terms of AMC shall be furnished in the technical & commercial bid clearly furnishing the details regarding the scope of AMC, details of spares, consumables & equipments covered and also details of exclusions.

In case of quoting for very low abnormal AMC rates, Bank reserves the right to seek for the Performance Guarantee to the extent of 10% of the cost of Audio conference system with accessories (i.e., Total A of the Price bid) throughout the 5 year period (1year Defect Liability period and 4 years under AMC).

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, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,

(c) Price Bid / Schedule Bill of Quantities.

(d) Any/ all communications between bank and contractor.

for & on behalf of the Employer.

Signature of the Authorised / Accepting Authority.

PART II: SPECIAL CONDITIONS OF THE CONTRACT

1. Tender are invited from OEM or Authorized dealer/Integrator of the makes mentioned in SOQ for the Supply and installation of Audio conference system and Video display system for Main conference hall at 7th floor, GIFT One, GIFT City, Gandhinagar. In case of authorized dealers, tender which do not contain authorization letter from OEMs will be summarily rejected without any reference to the tenderers. As such tenderers are requested to submit the authorization letter in the first instance itself.
2. The scope of proposed works is as below;
 - i. Supply, installation and commissioning of Audio conference system and Video display system as per the Schedule of quantities with all required accessories.
 - ii. All related cabling and wiring works.
 - iii. Maintenance of the system during the warranty period and 4 years after completion of the warranty period.
 - iv. Providing training for the local maintenance personals regarding regular operation of the system.
3. All the works as per the schedule of quantities (SOQ/BOQ) are to be undertaken at conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar.
4. Bank shall also reserves the right to delete (take out) from the scope of works any or all the items and/or may reduce / increase the quantities of required items during execution stage depending on the site conditions and administrative exigencies. The successful tenderer shall not have any objection / reservations in case Bank exercises these options and the decision of the Bank shall be binding on the contractor/s. Hence tenderers special attention is drawn to quote the rates of all the items on individual basis duly considering the above aspects.
5. The project involves execution of other works like Interior and Electrical works in the proposed area. Hence there is a great need for proper co-ordination with other agencies who is assigned with above mentioned works.
6. **QUOTED RATES:**
 - (i) Contractor should note that unless otherwise stated, **the tender is strictly on item rate basis** and tenderers attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but few items may vary beyond 25% quantity and few items may not be even operated.

- (ii) The quoted rates shall be exclusive of GST and inclusive of all CST, Excise duty, service charges, loading, unloading, transportation charges and all other duties and charges incidental to complete the assigned works in all respects as per tender specifications and terms & conditions. Applicable taxes will be deducted at source as per the directions of the statutory authorities at the prevailing rates / slabs. Any variation in taxes slabs after the date of tendering will be taken into account at the time of making payment. The rates quoted should be inclusive of all taxes and charges (EXCEPT GST) which are mentioned in the price bid.
- (iii) If called upon by the Bank, detailed analysis of any or of all the items shall be submitted by the Contractor. In case there are variations in the rates for items of same/ similar specifications, in such cases, the lowest rate quoted shall be considered unless Bank finds that there is justification for such inconsistent rates and this shall be the basis of assessing any other non-tendered items also.
7. Tenderer's attention is specially drawn to the fact that the works are required to be undertaken in a working office and there is a great need to complete the tendered works strictly within the schedule time period. For any delayed completion liquidated damages of 1.00% of the contract **TIMELY COMPLETION:** sum per week of delay, subject to a maximum of 10% of the contract sum, will be levied as per the relevant clause 18 of this tender. Hence tenderers are requested to make proper planning for timely execution of assigned works.
8. **SECURITY AND PROTECTION:** 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, 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 "**Contractor's All Risk Policy (CAR)**" 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.
9. **INDEMNITY BOND:** 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.
10. **ANNUAL MAINTENANCE CONTRACT:** Being a techno - economical project, besides the capital cost, the Present value of AMC charges for 4 years after completion of defect liability period will also be evaluated. The present value of the AMC component per year will be calculated as per the following formula:

$$\text{Present Value} = C/(1+r)^n$$

Where 'C' is the annual CSMC of each year

'r' is Bank Prime lending rate which is at present 15%

'n' is number of years, ie., n is 1 for 1st year and 2 for 2nd year...

The above-mentioned calculation is for Price comparison purpose only.

Therefore, the tenderers / contractors shall furnish the AMC charges in the price bid for for 4 years. The maintenance contract will be comprehensive maintenance contract for the equipment supplied (including all Spares/Parts) which will include Quarterly maintenance of the equipment and attending any/all issues with in 48 hours as and when informed. NO ADVANCE WILL BE PAID FOR AMC and charges will be payable half yearly after completion of every 6 month of AMC period. Also, in case the quarterly maintenance is not carried out in a quarter, proportionate charges will not be paid for the quarter. In case the issue is not attended with in 48 hours of the call, 1% of the AMC charges proportionate to the quarter will be deducted from the AMC amount. In case of not attending the service/ issue calls, the bank reserves the right to carry out the maintenance at its end and deduct the total amount (service + parts) incurred by the bank from the retention money.

11. In case of quoting for very low abnormal AMC rates, Bank reserves the right to seek for the Performance Guarantee to the extent of 10% of the cost of Audio conference system with accessories (i.e., Total A of the Price bid) through out the 5 year period (1year Defect Liability period and 4 years under AMC).
12. **Rates should be quoted only in the 'Schedule of Quantities' in the tender application and any other application/letter will not be considered.**
13. **WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:** All dirt, waste and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of sub-contractors and special tradesmen to be cleared and carted away and all materials rejected by the Bank's representative to be removed. Contractor's quoted rates shall be inclusive of the cost of this cleaning / clearing.
14. **SUPPLY OF ELECTRICITY, WATER, USE OF LIFT, STORAGE SPACE ETC:** The successful tenderer will be allowed to make judicious use of the existing electrical power, water supply, use of lifts for carrying out the tender works. The tenderers may please take this aspect into consideration while quoting their rates.

Within the work place, the contractor may make their own arrangement for safe keeping / storage of materials. Bank shall not provide any separate storage place for keeping the materials or for the site office and contractor shall be fully responsible for the safety of the materials, their labours.

SIGNATURE OF THE TENDERER WITH SEAL

GENERAL CONDITIONS OF THE CONTRACT

1. INTERPRETATION: In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

Employer or Bank: The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by the ASSISTANT GENERAL MANAGER, PREMISES & ESTATE SECTION, CIRCLE OFFICE, AHMEDABAD LOCATED AT 3rd floor, Neelkanth avenue 1, Navjeevan press road, Ahmedabad and any of its employees or representative authorized on their behalf.

Architects: The term "Architects" shall mean the Architect appointed by Bank for the subject works or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the Employer shall nominate for the purpose. For this project, M/s Sarjan Architect is the Architect.

- i) **Engineer:** The term "Engineer" shall mean authorised Engineer appointed by Architect or Bank for day-to-day supervision of works at site as per tender terms.
- ii) **Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.
- iii) **Site:** The "site" shall mean the Main conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar where Supply and installation of Audio conference system and Video display system are to be carried out as per tender SCHEDULE OF QUANTITIES & working drawings allotted by the Employer for the contractor's use.
- iv) **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Bank's Engineer / Architect during the execution of the work.

All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site and the Bank's Engineer / Architect shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and have it confirmed by the Bank's Engineer / Architect prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.

- v) "The Works" shall mean the work or works to be executed or done under bill of quantities of this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.
- vi) "Contract " means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced bill of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- vii) "Specification" means the specification annexed to or issued with these conditions and includes Indian or British or other approved standard specifications where required by the specification and where such a specification is not available, the specification approved by the Architect and the Engineer.
- viii) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- ix) 'Market rate" means the rate as prevailing in the market and recommended by the Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.
- x) "The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities as specified and forming part of this contract.
- xi) "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

2. SCOPE : The work consists of **Supply and installation of Audio conference system and Video display system for Main conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar as detailed in special conditions of contract, in accordance with the "drawings" and "Schedule of Quantities"**.

CABELING WORK IS ALREADY COMPLETED AT THE SITE. HENCE THE BIDDER MUST PROVIDE THEIR QUOTATIONS EXLCLUDING CABELING WORKS. THE BIDDER MUST VISIT THE SITE BEFORE SUBMISSION OF BIDS. ANY/ALL ISSUES ARISING DUE TO NON VISIT OF SITE BY THE CONTRACTOR WILL NOT BE RESPONSIBILITY OF THE BANK. AND NO COST ARISING DUE TO THE SAME WILL BE PAID BY THE BANK.

Supply, installation and commissioning of audio conferencing equipments and civil works like groove cutting, drilling in the walls/furniture and refilling the grews etc., are within the scope of this tender. It includes arranging all materials, labour, tools and equipment and management necessary for the completion of the works. All work, during its progress and upon completion, shall confirm to the drawings/details as furnished by the Employer/Architects. Should any detail essential for efficient completion of the work be

omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the Employer/Architects and to furnish and install such detail with Employer's/Architects' concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

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

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

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

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

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

4. TENDERS: The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed at appropriate places as detailed in the Instructions to Tenderers. No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet

of paper attached to the original tender papers. The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis. The works will be paid for as "measured work" on the basis of actual work done on item rate basis and not as "lump sum" contract. Rates and amount left blank against any items will be considered that the item will be executed free of cost.

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

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

5. AGREEMENT: The successful contractor will be required to sign a Contract Agreement as per enclosed Proforma shall pay for all stamps and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond, Guarantee Certificates for specialized works in stamp papers as per Bank's approved Proforma.

6. PERMITS AND LICENCES: Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The Employer may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any controlled materials in due time on this account or according to his own requirements. The contractor shall at his own cost arrange for storage for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The costs of storing, transporting, etc., of all materials including those under Government control are to be included by the tenderer in his quoted rates. The Employer/Architects shall be indemnified against all legal actions for theft or misuse of controlled materials in the custody of the contractor.

7. GOVERNMENT AND LOCAL RULES: The contractor shall confirm to the provisions of all local Bye-laws and Guidelines laid down by GIFT Authorities and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities and GIFT Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc.,

and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES: The quoted rates shall be exclusive of GST and inclusive of all taxes and charges. The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable excluding service tax. No claim on this account will in any case be entertained.

9. FINAL ACCEPTANCE/ COMPLETION CERTIFICATE: The Work shall be considered as complete when Bank's Engineer In charge has certified in writing on recommendation of Architect/Engineering Consultant subject to the following.

- a. Only after the demonstration of the integrated operation, trial run and approval by the Local Authority, satisfactory performance tests and necessary documentation and information furnished as per the Contract, shall the Engineer in charge / Architect issue the Completion Certificate to the contractor certifying completion of Work as per the terms of this Contract ("**Completion Certificate**").
- b. Minor defects, which do not affect the safe operation of the equipment at the rated capacity, if accepted by the Project Manager, shall not be considered as reason for the installation being not ready for handing over. These defects will be notified to the Contractor and will be rectified by the Contractor in a mutually agreed schedule.
- c. All equipment, tools and tackles and any special instruments required, for conducting pre-commissioning and performance tests shall be provided by the Contractor at their cost.
- d. If by reason of any default on the part of the Contractor, a Completion Certificate has not been issued in respect of every portion of the Work within one week after the Completion Date or extended time as the case may be, the Bank shall be at liberty to use the Work or any portion thereof, in respect of which a Completion Certificate has not been issued, provided that Work or the portion so used as aforesaid shall be reasonably capable of being used and that the Contractor shall be afforded the earliest opportunity of taking such steps as may be necessary to permit the issue of the Completion Certificate.
- e. The Bank shall be at liberty from time to time or at any time before the completion of the Work to take possession of and use any part of the Site or uncompleted Work and in such case the Contractor shall completely finish the said incomplete parts or a part of the Work as and when the Engineer in charge / Architect shall direct whether before or after the respective prescribed time or extended time (if any) for the completion of the Work and if required by the Engineer in charge / Architect while the Bank is in possession of the said part or parts of the Site or Work.

The Defect Liability Period shall commence from the date of issuance of such certificate. Should the Bank decide to occupy any portion of the building or use any part of any

equipment, before the Contract is completed, same shall not constitute an acceptance of any part of the Work unless so stated in writing by the Bank.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER: The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities for the execution of such work. The main contractor shall extend all cooperation in this regard.

11. BID SECURITY DECLARATION: Bid security declaration letter has to be submitted completely filled and duly seal and signed. Non submission of BID SECURITY DECLARATION will lead to rejection of the bid. In case, the L1 tenderer has not accepted the Work order, the BID SECURITY DECLARATION shall be invoked.

The contractor will need to provide additional security deposit @ 3% of the differential amount between Contract amount and Bill amount in case the Bill amount exceeds the contract amount. The Same will be kept as retention money till end of defect liability period.

No portion of the retention money will be released to the contractor till completion of period of AMC 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.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY: The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding. The contractor shall provide himself everything necessary for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for obtaining any resources from elsewhere.

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

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, machineries and equipment and all the necessary lighting for the work area by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, building, all other erections, matters and things and the contractor shall take

down and remove any or all such waste materials like pipes etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/Architects.

The contractor shall also provide such temporary power supply and lighting on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such temporary materials shall be cleared unless the Employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

13. TIME OF COMPLETION, EXTENSION OF TIME: The time allowed for carrying out the Work as per the terms of this Contract shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until final completion of the Work. The commencement of the Work shall be immediately from the date of issue of letter of intent / work order and completion of project within the allotted time as per notice inviting tenders. In case the Contractor fails to meet the above-stipulated Completion Date, Contractor shall be liable to pay to the bank Liquidated Damages as specified in this Contract under **clause 18**. In addition to the overall time period, the Contractor shall provide access to sub-contractors to undertake their portion of works, employed directly by the Bank.

Causes of delay for which claims for extension of time may be considered;

The Contractor shall be entitled to claim for extension of time, subject to the conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

- a. Force Majeure;
- b. Any change orders directed by the Bank, which in the opinion of the Project minimize the effect of such delays. Bank entails the requirement of additional time for completion of the Work.

In respect of items (a) and (b) above, the Contractor shall submit in writing to the Bank his intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (b) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit his claim for the extension of time within seven (7) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above mentioned reasons or events then he shall not be entitled to any extension of time.

The Bank shall study and verify the particulars of the claim for extension of time submitted by

the Contractor and shall then reject or amend or accept the claim. Bank will extend the time by notifying the Contractor in writing for completion of the Work by such period as it shall think adequate with the prior approval of the appropriate authority of the bank and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Bank in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above mentioned reasons or events, in a critical activity which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.

Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Bank in off-setting the durations awarded for an extension of time.

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay if such delay is on account of the Contractor.

14. Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for protecting the work, the site and surrounding property and no extra will be paid by Bank for such services. Contractor shall indemnify the Employer against any possible damage to the building, vehicles parked in the premises, roads or members of the public in course of execution of the work. The contractor shall provide necessary temporary enclosures etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

15. Storage of materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion. Sheds for storage of cement should have pucca floor raised above the ground.

Tools: Tools like drilling machine, cutting machine, crimping tool, other miscellaneous tools and measuring instruments found necessary for the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

The electricians and the supervisor on the works shall carry with them necessary instruments like a steel tape, a measuring tape of 30 meters and shall check the work to ensure that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

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

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

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

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

17. CLEARING SITE AND SETTING OUT WORKS: The site shown on the plan shall be cleared of all obstructions, other materials rubbish of all kinds.

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

18. LIQUIDATED DAMAGES : If the Contractor fails to complete the works within the time for completion stated in the Appendix/elsewhere or within any extended time under **Clause 13** hereof, the Contractor shall pay the Employer the sum at the rate of **1%(one per cent)** of the Contract Value per week of delay subject to a limit of **10%(ten percent)** of the Contract Value as "Liquidated damages" for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

19. -----NIL-----

20. ACCESS TO INSPECTION AUTHORITIES: Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the bank or their representatives necessary for inspection and examination and test of the materials and workmanship.

Contractor shall cooperate with the Bank's inspection authorities and external inspection agencies like central vigilance Commission (CVC) in inspecting the works executed / being

executed and shall provide the required information as sought by such authorities.

21. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS : All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and 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/Architects during the execution of the work, and to his entire satisfaction.

Whenever required by the Employer /Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories as prescribed by the Employer/Architects to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. However when test certificates from the original manufacturer / supplier of the materials are called no payment for the testing etc would be payable nor entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, ALL TAXES, and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer/Architects when so directed by the Engineer/ Architects and written approval from Employer/Architects must be obtained prior to placement of order.

Any damage during execution of the work, to any part of the work, for any reasons, due to neglect of contractor, shall be rectified by the contractor, in an approved manner at no extra cost.

22. REMOVAL OF IMPROPER WORK : The Employer shall during the progress of the work have power to order in writing from 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/Architects are not in accordance with specifications of instruction, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the specifications or instructions. 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/ Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.

23. SITE ENGINEER: The term 'Site Engineer' shall mean the person appointed and paid by the Employer/Architect to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in

so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer.

24. OFFICE ACCOMMODATION FOR THE CONTRACTOR: The contractor shall not be provided with site office for accommodation of their Site Engineer/ personnel's / workers within the site. Facilities within the available work area can be used with due concurrence of the employer whose decision will be final.

25. CONTRACTOR'S EMPLOYEES: The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer with Diploma in relevant field as site-in charge for execution of the work. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently. **No laborer below the age of Eighteen years and who is not an Indian National shall be employed on the work.** Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor. The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- e) Apprentices Act 1981
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.
- g) Indian Electricity Act (IE Act) and follow the rules.

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are accommodated, for the prevention of contagious diseases. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the place adjoining the same.

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

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

27. 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 sublet the contract or any a part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no such consent shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

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

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

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The CAR insurance policy must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state. 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.

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

29. INSURANCE: The Contractor shall be responsible for all injury or damage to persons, employees, labourers, animals or things and for all damage to property, which may arise from any factor/omission on the part of the Contractor or any Sub-Contractor or any of their employees. The liabilities under this Clause shall cover also, interalia any damage to roads, streets, footpaths, and bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the Buildings and other structures and works forming the subject matter of this contract due to rain, wind, fire, flood or high tide or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till the Defects Liability Period is over, with an insurance company approved by the Employer, **Contractors All Risks Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with seven days of issuing the work order.

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

The Contractor shall also indemnify and keep indemnified the Employer/Architect against all claims which may be made against the Employer by any persons in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the Contract, with an Insurance Company approved by the Employer a third party insurance policy in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.5.0lakhs per person for any one accident or occurrence and Rs.20.0lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense effect and maintain until the virtual completion of the Contract, with an Insurance Company, approved by the Employer, a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, **the Employer may also insure and may deduct the premiums paid plus the administrative fees of 15% of the sum payable to insuring agency as departmental charges** from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, maybe the reasons due to which the damage shall have been caused.

The Contractor shall be also indemnify and keep indemnified the Employer against all and any costs, charges expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct the sum paid to the Insurance Company with **15% extra as departmental charges** from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

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

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

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

30. 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 he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he 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.

31. MEASUREMENTS: Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record

the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

32. PAYMENTS: Initial Mobilization Advance: NO SUCH ADVANCE SHALL BE PAID IN ANY CIRCUMSTANCES.

Bill payments: Contractor shall submit the bill on after completion of work in full. The bills in proper forms must be duly accompanied by detailed measurements, supporting documents (Invoices) for procuring the materials as per the approved list of materials in support of the quantities of work done and must show deductions for all previous payments, etc. if any. The Architect official shall issue a certificate after due scrutiny of the contractor's bills and joint verification of the measurements and inspection of quality of works executed on site. The amount stated in bill shall be the value of works properly executed on site as per Bank's specifications and payment will be allowed to the extent of works completed on site based on the Bank's discretion. Bank will not consider any payments on account of raw materials supplied at site. Bill payment will be made within the period of 15 (Fifteen) working days after submission of bills along with the certificate issued by the architect.

33. PAYMENT: The Bill shall be accompanied by a "Certificate of Completion" from the Employer/ Architects. Payments of bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions which sum shall be refunded as stipulated in Clause 11. The acceptance of payment of the bill by the contractor would indicate that he will have no further claim in respect of the work executed.

34. VARIATION / DEVIATION: The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire works. However, the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Employer shall have powers to order additional /non-tendered items to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing. The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities upto an excess of 25%. For quantities beyond 25% excess, the rate may be reviewed based on prevalent fair price of labour, materials and other components as per the rate analysis format given in Appendix-2.

35. SUBSTITUTION: Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. For materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/Architects shall be obtained in writing. All such substitution may be subject to suitable price adjustment if considered necessary by the Architect/Employer.

36. COMPLETION OF WORK: 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 in writing that he has completed the work and it is ready for inspection.

On receipt of such written intimation from the contractor, the Employer/Architect shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Employer/Architect shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection. The work shall not be considered as complete until the Employer/Architects have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate. No such certificates shall be issued until the contractor clears the site to the satisfaction of the Employer/Architects.

37. DEFECTS AFTER COMPLETION: The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, settlements or other faults, which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No.12 together with any expenses the Employer may have incurred in connection therewith.

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

39. 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.

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

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in clause 41 (Termination of Contract by Employer).

41. TERMINATION OF CONTRACT BY EMPLOYER : If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or agencies / contractors, the same shall be at the cost of contractor and adjusted against the amount payable to the contractor including by way of selling his tools

and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit. This is without prejudice to any other legal recourse / claims if bank / employer be subject to greater financial loss and difficulties.

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

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

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

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

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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

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

The seat of arbitration will be at Ahmedabad subject to Ahmedabad Jurisdiction.

43. ABNORMALLY HIGH AND LOW RATED ITEMS : For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the tender are found to be abnormally high or low in comparison to the market rate analysis of the item done by the Architects/Bank and or in comparison to Architect/Bank's method of working out market rate justification for the items, the same shall be governed as under in order to avoid financial loss to the Bank in the event of default of contractors.

i) For abnormally high rated items (AHR), the progressive payment shall be 80% (eighty percent) of the payment due to the contractor against execution of the AHR item. The balance withheld 20% payment shall be released after 75% of total value of the original contract is complete in financial terms or this 20% withheld payment can be released to the contractor on submission of an unconditional bank guarantee of equivalent amount in the proforma of Bank. Further deviation limit for AHR items shall be nil on plus side and Bank reserves the right to restrict, substitute or not execute the AHR items during execution. The decision of the Architect/Bank's Engineer in this regard shall be final and binding on the contractor.

ii) For abnormally low rated (ALR) items the contractor shall submit clarification and detailed price analysis of its price bid in relation to scope, schedule, allocation of risks and responsibilities, and any other requirement if the price document. After evaluating the price analysis, if the Bank determines that the bidder has failed to demonstrate its capability to deliver the contract at offered price, the Bank may reject the bid/proposal.

The decision of the Architects on identification/ marking of AHR and ALR item is final and binding on the contractor.

44. ESCALATION : The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, all types of taxes etc.

Signature of the Tenderer with Seal

SAFETY CODE

Scaffolds

- i) Suitable scaffolds shall be arranged by the contractor 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 1/4 to 1 (1/4 horizontal and 1 vertical). No extra cost will be paid for the same.
- ii) Adequate precautions shall be taken to prevent danger from electrical equipments. 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.

- 1. All the Indian Electricity rules 1956 on Electrical Safety should be strictly followed while execution of the Electrical works**
- 2. The contractor should depute only technically qualified persons for the work.**

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.

Witness

Signature of Contractor
Address:

**SCOPE OF COMPREHENSIVE ANNUAL MAINTAINANCE CONTRACT FOR AUDIO CONFERENCE
SYSTEM AND VIDEO DISPLAY SYSTEM**

The tenderer shall offer the following at no extra cost to the bank. The rate quoted for CAMC should include the following.

1. The tenderer shall maintain the Audio conference system and Video display system and ensure that it works as per the tendered parameters.
2. The CAMC will also cover the Cabling work already executed at the site.
3. The CAMC also include covering maintenance for existing AV/VC cabling work carried out at the site. Contractor may visit the site inspect the work.
4. All the repairs and replacements of spares shall be carried out which are necessitated due to usage of system as per tender stipulations. However, the repairs and replacements necessitated by loss or damage due to ~~misuse~~ or accident, fire or natural calamities shall be out of the scope of CAMC.
5. **The tenderer shall inspect the equipment at least once in a Quarter as a part of preventive Maintenance. This is apart from any breakdown visits that may be required which may emanate in between the two preventive maintenance inspections.**
6. The maximum breakdown time shall be 4 hours from the time of receiving the complaint over phone. If the tenderer is not in a position to set right the defect or repair and put back the system to working condition within a day, a standby unit to suit the tender parameters should be provided immediately. In case the contractor fails to provide the same with in 48 hours of receiving the complaint, the bank shall have the power to carry out necessary repairs (including parts) at its end and shall deduct the expenses incurred by the bank from the retention money.
7. During the Preventive Maintenance, the tenderer shall inspect/ check the equipment and record the following in log book, which shall be verified and confirmed by the bank's representative.
 - a. Audio Conference System : Any malfunctioning of the components, checking the wiring circuits and adjustments of settings as per the requirements.
 - b. Any other remarks regarding the Electrical System:
 - c. Any steps to be taken by bank for working of Audio conference system and Video display system.
8. During the preventive maintenance inspection, tenderer shall carryout the following apart from the other requirements for functioning of system as per tender parameters and same shall be recorded in a log book which shall be verified and confirmed by bank's representative.

Audio Conference system : i. General cleaning .
ii. Loose contact,
iii. Adjustments of settings as per the requirement of the
Bank

11. During the break down calls, the nature of repair carried out, parts replaced etc shall be recorded in the log book.

OTHER TERMS WITH REGARD TO CAMC:

a. The rate of annual maintenance charges shall be furnished for a period of 4 years after the warranty/Defect Liability Period and rates quoted shall be binding on the tenderer.

b. The scope and terms of Annual Maintenance Contract like number of quarterly visits, items covering under Annual Maintenance Contract, replacement of spares exclusions if any, down time for break down and service calls shall be as mentioned above.

c. NO ADVANCE SHALL BE PAID for the AMC charges. Half yearly payment shall be made after every six months of the AMC period. In case the contractor does not make preventive maintenance visit in any quarter, proportionate amount will be deducted from AMC charges corresponding to that quarter. Occurrence of the same for 2 consecutive quarters will empower the bank to discontinue the AMC contract and forfeit the Retention money.

d. The Bank reserves the right of discontinuing the Annual Maintenance Contract from the contractor at any point of time during the tenancy of Annual Maintenance Contract.

e. The cost of Annual Maintenance Charges shall also be one of the criteria in evaluation of cost economics of the tender. All the activities under this clause shall be completed within the stipulated time.

SIGNATURE OF THE TENDERER WITH SEAL

APPENDIX-1: TIME SCHEDULE

- 1 Period of Completion : **15 days INCLUDING HOLIDAYS, SUNDAYS FROM THE DATE OF ISSUE OF WORK ORDER.**
- 2 Defects Liability Period (DLP) : 12 (Twelve) months from the date of Completion of work.
- 3 Date of Commencement : Immediately after date of issue of work order (Next Day).
- 4 Liquidated Damages for Delay : As mentioned in the Clause no.18
- 5 Period of final measurement : 30(Thirty) days.
- 6 Period of honoring Bill and architect certificate of payment and completion of work. : 15(Fifteen) working Days from submission of bill
- 7 Retention Money : **3% of the contract amount/Security deposit whichever is higher.**
- 8 Total Security Deposit (Maximum) : As per clause no. 11 of general conditions of contract.
- 9 Earnest Money : NIL

SIGNATURE OF THE TENDERER WITH SEAL.

APPENDIX-2

FORMAT FOR RATE ANALYSIS OF EXTRA / NON TENDERED ITEMS

I.	MATERIAL		
	1. Basic Cost of Material	-	Rs. _____
	2. Wastage - 5%	-	Rs. _____
II.	Labour: As per Standard Labour output and labour input required for the Particular item using quoted labour rates.	-	Rs. _____
III.	Machinery / Tools Inputs of Machinery / Tools requirements as per the item and hire charges as per market.	-	Rs. _____
	TOTAL (I) + (II) + (III)		_____
	Tax Liability		
	[As per contractual clauses will be added]	-	Rs. _____
IV	Any other Expenditure (please specify)		
	TOTAL		_____
	Contractor Profit & OH - 15%	-	Rs. _____
	GRAND TOTAL	-	Rs. _____

TDS will be deducted as per standard norms.

APPENDIX 3: DRAFT COPY OF AGREEMENT
(TO BE ENTERED WITH SUCCESSFUL CONTRACTOR/ AGENCY IN STAMP PAPER)

This agreement made on thisday of the month of in the year 2021 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore-560 002, represented by General Manager, its duly constituted attorney (hereinafter referred to as Bank) of 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 authorized 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 Bank is desirous of undertaking the Audio/Video system for office area located at **Main conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar** as fully detailed in bill of quantities of the tender document and has accepted the tender opened on _____ furnished by the contractor & the contractor has agreed to perform the services as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz,
 - a) Notice inviting Tender
 - b) The Tender Document comprising; Tender Notice, instruction to tenderers, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications, preferred makes of materials, Schedule of quantities, Tender Drawings / Sketches if any.
 - c) Safety code and Model rules for the protection of health, sanitary arrangements for workers employed.

TENDER FOR SUPPLY AND INSTALLATION OF AUDIO VIDEO SYSTEM AT CONFERENCE ROOM: 7TH FLOOR, GIFT CITY
GANDHINAGAR

d) Letter of Acceptance.

e) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

For & on behalf of the

For & on behalf of the

Contractor with seal

Canara bank with seal

APPENDIX 4: 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 twenty one (____.____.2021) By M/s _____ duly represented by one of its partners _____, aged -- years, son of Sri _____, residing at _____.

Where I am the authorized partner/proprietor/ authorized signatory of M/s _____, and had submitted the tender for Supply and installation of Audio conference system and Video display system for **Main conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar**

Whereas My Company became successful in securing the subject work through competitive tendering and the work of the Supply and installation of Audio conference system and Video display system for **Main conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar**, has been awarded in favour of my Firm/ company by Canara Bank, Premises & Estate Section, Circle Office, Ahmedabad.

And whereas for undertaking the furnishing work, my company has entered into contract agreement on..... 2021.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt.____.____.2021 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 Supply and installation of Audio conference system and Video display system for **Main conference hall at 7th Floor, GIFT One, GIFT City, Gandhinagar**, and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank & its project Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I shall be solely responsible.

(SRI. _____)

FOR M/S _____

APPENDIX V: BID SECURITY DECLARATION FORM

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I / We. The undersigned declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- c) Have Deviated / violated any other conditions mentioned by the bank in the tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate

Seal (where appropriate)

PART-VI PRICE BID

(To be submitted in sealed envelope marked “Envelope No. 2- 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.
- 2) 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 of the equipments, nothing extra shall be paid. The price quoted shall be inclusive of all taxes except GST.
- 3) 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.
- 4) Watch and ward responsibility at site shall be the responsibility of the firm.
- 5) ALL RATES MUST BE QUOTED INCLUDING ALL CHARGES AND TAXES EXCEPT GST
- 6) **AMC RATES:** WITH REGARD TO AMC, THE RATES SHOULD BE QUOTED EXCLUDING GST. APPLICABLE TAXES WILL BE PAID DURING THE COURSE OF AMC. AMC SHALL ALSO COVER THE EXISTING CABLING WORK CARRIED OUT AT THE PREMISES.
- 7) The value of items A of Price bid & Present Value of the AMC amount for 4 years after completion of Defect liability period will be commuted for arriving lowest bidder (L1).
- 8) The price bid must be submitted on letter head of the contractor’s firm and it must be in the same format.

Calculation of Present Value : The Present value of AMC charges for 4 years after 1 year defect liability period will also be evaluated to arrive at Lowest tenderer (L-1). The present value of the AMC component per year will be calculated as per the following formula:

$$\text{Present Value} = c / (1+r)^n$$

Where 'c' is the annual CAMC of each year

'r' is Bank Prime lending rate which is at present 10 %

'n' is number of years, ie., n is 1 for 1st year and 2 for 2nd year...The

above mentioned calculation is for Price comparison purpose only.

Therefore, the tenderers / contractors shall furnish the AMC charges in the price bid for 4 years and the AMC shall be Comprehensive AMC (CAMC). 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