



NAME OF THE TENDERER TO
WHOM THE TENDER IS ISSUED:

Please do not detach any papers from this booklet.

TENDER REF. NO.: 7/MCEM/BKC/O&M/2023

**CANARA BANK
PREMISES & ESTATE SECTION
2nd Floor, 'B' WING, CIRCLE OFFICE,
PLOT NO. C-14, 'G' BLOCK,
BANDRA KURLA COMPLEX, BANDRA (EAST),
MUMBAI-40051
TELEPHONE-26728465/63**

TENDER DOCUMENT FOR

**OPERATION AND NON- COMPREHENSIVE MAINTENANCE OF VARIOUS
BUILDING SERVICE EQUIPMENTS/ INSTALLATIONS AT CANARA BANK'S
CIRCLE OFFICE BUILDING AT BKC, MUMBAI.**

THIS TENDER CONSISTS OF 2 BIDS:

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



PART-1 TECHNICAL AND COMMERCIAL BID

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

NOTICE INVITING TENDER (NIT)

CANARA BANK, PREMISES & ESTATE SECTION, CIRCLE OFFICE, BANDRA KURLA COMPLEX, BANDRA (E), PLOT NO C-14, 'G' BLOCK, MUMBAI-400 051 invites sealed tender for the works mentioned below:

TENDER DOCUMENT ISSUED TO:

- 1). **NAME OF THE WORK:** OPERATION AND NON- COMPREHENSIVE MAINTENANCE OF VARIOUS BUILDING SERVICE EQUIPMENTS/ INSTALLATIONS AT CANARA BANK'S CIRCLE OFFICE AT BKC, MUMBAI.
- 2). **EMD AMOUNT:** Rs. 60, 000/- by way of Demand Draft of a scheduled bank drawn in favour of "Canara Bank, Circle Office - payable at MUMBAI (in a separate sealed cover and the same should be submitted along with Technical & commercial bid).
- 3). **PERIOD OF CONTRACT:** (1+2Yrs): One year commencing from date of letter of acceptance of the tender by the Bank and renewed every year subject to satisfactory completion of the work for a further period of 3 years.
- 4). **CONTENTS OF THE TENDER::**

PART - 1

- Notice inviting tender
- General rules and instructions for the guidance of the tenderer
- Tender offer
- General Conditions of the Contract
- Scope of the works to be carried out
- Form of agreement and Draft format of indemnity bond
- Price Bid

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



PART - 2

Price bid - Second Envelope

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

First envelope - 1 - Technical cum commercial bid

Second envelope - 2 - Price bid

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

6). Date of Pre-bid meeting: 19.06.2023 at 3.30 PM at Premises & Estate Section, 2nd Floor, 'B' Wing, Canara Bank Circle Office, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra East, Mumbai-51

7). Submission of tender: The original tender as issued duly filled should be submitted in the respective sealed envelopes.

8). Date of submission: Sealed envelopes to be submitted on or before 03.07.2023 up to 3.00 PM at the above mentioned address.

9). DATE OF OPENING: Technical & Commercial Bid will be opened on 03.07.2023 at 03.30 PM at the above mentioned address.

10). DATE OF TENDER: **03.07.2023**

TENDER DOCUMENT ISSUED TO:

SIGNATURE OF THE ISSUING AUTHORITY:

Description::

- CANARA BANK's Office building at Bandra Kurla Complex consists of two basement floors, Ground plus nine upper floors in two wings, with a built up area of 11,903.42 Sq mt.
- We need the operators to maintain the various equipments installed in the Building as detailed in the tender.

Eligibility Criteria.

No.	Criteria	Documents Required
01	The Firm/Company should be registered under the labour commissioner office at the respective jurisdiction	Copy of Labour License issued by the Assistant labour Commissioner
02	<p>The tenderer should be a registered service provider with minimum 5 years of experience with following trades.</p> <ul style="list-style-type: none"> * Class ' A ' Electrical License for HT work * Fire Fighting & Fire Detection work * Diesel Generator Operations * Pump Operator * Lift Operator * STP Operator * Plumbing works * Gardener * Security Surveillance operator 	<ul style="list-style-type: none"> *Copy of valid registration certificate *Copy of work orders / client certificates older than 5 years from the date of this tender notice. * Copies of the valid licenses.
03	<p>The service provider should have rendered similar services atleast:</p> <ul style="list-style-type: none"> a) three (3) similar works each costing Rs. 24 lacs per annum each or b) two (2) similar works each costing Rs 30 lacs per annum or c) one(1) similar work costing Rs 48 lacs per annum during the last 3 (three) years ending with 31.03.2023. <p>Similar work means the agency should have been assigned with Electrical maintenance work, substation work, fire fighting work,</p>	Work Order copies and satisfactory completion certificates from the clients clearly indicating the cost & nature of work and year of completion.

	fire detection work, STP (sewage treatment plant) operator service work and at least one work of operation of the DG sets, water pump sets, maintenance of the garden (horticulture) work, plumbing work, Lift operators service work, security surveillance work etc. for Government organizations or Public Sector Undertakings or Public Sector Banks.	
04	The applicant should be an assessee of Income Tax and must possess GST Number.	Should submit copy of the income tax, PAN, GST certificate with valid registration number.
05	The vendor shall have the average annual financial turnover of at least Rs 60 Lakhs during last 3 years ending with 31.03.2023.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. FY2020-21, FY2021-22. FY2022-23.
06	The service provider should have an office at Mumbai/ Navi Mumbai/ Thane/ Palghar/ Panvel/ Raigad.	Copy of address proof for office at Mumbai/ Navi Mumbai/ Thane/ Palghar/ Panvel/ Raigad
07	The applicant should cover all employees for statutory compliance like ESIC, PF, Accidental, Insurance /death.	Should submit copy of the documents with valid registration number.
08	The Firm/Company should not be a loss making one and should have operating profit for the last three years i.e. FY2020-21, FY2021-22. FY2022-23.	Supporting documents like Balance sheet, Profit & Loss statement.
09	The agency/firm should submit Integrity pact Agreement duly filled and signed as per Annexure.	Original agreement should be duly attached

APPLICATION FORMAT

PRE-QUALIFICATION OF AGENCIES FOR OPERATION & MAINTENANCE OF VARIOUS BUILDING SERVICE EQUIPMENTS/ INSTALLATIONS AT CIRCLE OFFICE BUILDING, MUMBAI

1. Name of the Applicant :
 a). Address (Head Office/Registered Office) :

 with telephone, e-mail, web-site details:

 b). Office/Branch address/ service center at Mumbai
 / Navi-Mumbai/ Thane/ Palghar/ Panvel/ Raigarh
 along with details of local in-charge's name, mobile No. etc.
2.
 - a) Status of the Firm (Whether company/
 Partnership / proprietary) :
 - b) Name of the Proprietor/ Partners/ Directors
 (with professional qualifications, if any):

 I)
 II)
 III)
 - c) Year of establishment :
3. Whether registered with Registrar of
 Companies / firm. If so, No. & Date :
4. Registration with Tax Authorities :

 a) Income-tax No. PAN/GIR NO :
 b) GST No. :

 (furnish copies of Income-tax returns, GST registration):
5. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit
 and loss account for three years).

Sl. No.	Year	Turnover, Rs in Lakhs
1	2020-21	
2	2021-22	
3	2022-23	
	Average	



6. Registration/Contracts with Government organizations, Public sector Undertakings, Public sector Banks.

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION / CONTRACT

7. Details of the qualifying works executed (please mention only such works meet the eligibility criteria)

Sl. No.	Name of Work	Work executed for (name of the organization with address, concerned office & telephone no)	Nature of work (in brief)	Location of the work	Actual Value of the works	Period of Contract	If work left incomplete or terminated (furnish reasons)
1							
2							
3							

Note: Copies of satisfactory completion certificate obtained from the client shall be enclosed.

8. Key personnel permanently employed in your organization:

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

9. Details of your relatives working in Canara bank.

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH



9. DETAILS OF EQUIPMENT/ ACCESSORIES PROPOSED TO BE DEPLOYED AT SITE FOR VARIOUS BUILDING SERVICES AT CIRCLE OFFICE BUILDING, MUMBAI.

SL. NO.	CATEGORY OF SERVICE	NAME OF THE EQUIPMENT & ACCESSORIES	NO. OF UNITS	OWNED/ LEASED
1				
2				
3				

11. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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 / annexures.
3. I / we agree that the decision of CANARA BANK in selection of service provider will be final and binding to me / us.
4. I / We have read the instructions and I / we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the bank.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH

SEAL OF ORGANISATION



Checklist (To be filled by Applicants)

1.	Have you signed in all the sheets?	Yes/No
2.	Whether copy of PAN/GSTIN Registration copy is enclosed?	Yes/No
3.	Whether Labour License Certificate is enclosed?	Yes/No
4.	Whether enclosed proof for year of establishment?	Yes/No
5.	Whether proof for average annual financial turnover enclosed?	Yes/No
6.	Whether documentary proof for having undertaken the works is enclosed?	Yes/No
7.	Whether copies of Trade License enclosed wherever applicable	Yes/No
8.	Whether copies of <u>ESIC, PF, Accidental Insurance /death</u> registration copy is enclosed?	Yes/No
9.	If yes, No. of certificates enclosed	

Details of the EMD:

S.No	Name of the Bank (DD Issued bank)	DD Number and Date	Favoring	Amount
1				
2				

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

1. Sealed Tenders are invited from contractors satisfying the eligibility criteria as specified in the tender, on behalf of the Canara Bank, Premises & Estate Section, 2nd floor, B wing, Circle office, Mumbai hereinafter known as the Employer and also as Bank, for the work of operation and non- comprehensive maintenance of various building services such as electrical installation, Substation work, Motor & dewatering Pumps, Lifts, CCTV, fire fighting & fire detection work, plumbing work, Gardening work, STP etc as detailed in the scope of the work in Circle office building at Plot No. C-14, 'G' block, Bandra Kurla Complex, Bandra (East), Mumbai.
2. Tender documents consisting of specifications, schedule of operators required for various services to be done. The set of terms and conditions of contract to be complied by the contractor whose tender may be accepted and other necessary documents can be downloaded from our Banks website www.canarabank.com.

The site of operation and maintenance is at above mentioned address. The site for the work is available for immediate commencement of work or shall be made available at mutually agreed date for commencement of work.

3. The tender is two Bid concept as detailed below:

- 3.1. The two bids are classified as,

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

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

i). All the schedules of the tender document, technical & commercial details of the subject tender and application format other than Price bid.

ii). The tender, (i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money and application fee as mentioned elsewhere in the documents by way of Demand Draft of a Scheduled Bank issued in favour of "Canara Bank Circle Office " payable at Mumbai.

iii). A photocopy of the Price Bid with the prices masked shall be attached in Technical Bid as **'masked price bid' including the break up details of manpower cost**. Technical Bid without 'masked price bid' will be liable for rejection.

4. **No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be liable for rejection.** The EMD of the contractor whose tender is accepted, shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter.



EMD SHOULD BE SUBMITTED ALONG WITH THE TECHNICAL & COMMERCIAL BID. SUBMISSION OF THE EMD IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD.

5. 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 i.e. Price bid should be duly filled in with values written in words and figures, and as detailed elsewhere in the tender documents.

5.1 The separately sealed envelopes containing Technical Bid and Price Bid for operation and maintenance of various Building service equipments/ installations at Circle Office Building, Mumbai shall be placed and sealed in another big outer envelope superscripted on the top of the envelope as "Offer for operation and non- comprehensive maintenance of various Building service equipments/ installations at Circle Office Building, Mumbai". The Name of the Bidder and due date for submission is to be specifically mentioned on the top of the envelope. The tender should be submitted to the **ASST. GENERAL MANAGER, Canara Bank, Circle office, Premises & Estate Section, 2nd floor, B wing, Plot No C-14, "G" Block, Bandra Kurla Complex, Bandra (E), Mumbai-400 051.**

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

5.2 Tender shall be on prescribed form only which can be downloaded from Bank's web site or can be obtained from the office of

**ASST. GENERAL MANAGER,
Canara Bank, Circle Office,
Premises & Estate Section,
2nd floor B wing,
Plot NO C-14, 'G' Block,
Bandra Kurla Complex,
Bandra (E), Mumbai- 400 051
TELEPHONE 022-26728465/63**

6. The contractor 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 labour, tools & equipments, 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. The break up details of manpower cost shall be provided as per format in the price bid.



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

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

9. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves 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 or conditional tenders are liable to be rejected. Incomplete tender shall summarily be rejected.

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

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

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

13.1 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.

13.2 All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialed and total of such c, 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. **APPLICABLE GOODS AND SERVICE TAX SHALL BE PAID EXTRA AS PER THE PREVAILNG NORMS. CONTRACTOR SHOULD PRODUCE GST REGISTRATION NUMBER. THE OFFERS WITHOUT GST NUMBER WILL BE SUMMARILY REJECTED.** Applicable TDS will be deducted while making the payment.

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

16. 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.

17. The tender for the works shall remain open for acceptance for a period of 180 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.

18. 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.

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

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

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

22.1 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 nature of the works to be carried out and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No Extra Charges will be payable on account of this.

22.2 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.

24.1 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 details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.

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

24.4 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.

24.5 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.

24.6 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 recognised and might be liable for rejections if undue information are furnished.

24.7 In case of other un-successful tenderers, the sealed Price bid along with EMD shall be returned treating it individually. The Employer reserves the right to accept or reject any of the offer's without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

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

(a) Standard form of Agreement on stamp paper.

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

(c) Price Bid / Schedule Bill of Quantities.

26. The successful bidder should submit the details of the manpower, their experience and Curriculum Vitae for necessary approval of the Bank within 14 days from the date of the award of the work.

27. The Contractor shall bring out any objections or any other additional services which shall be extended by them under the scope of work in the technical and commercial bid itself.

28. Bank reserves the right to increase/decrease the manpower as per the requirement by paying or reducing the similar amount quoted by the vendor for manpower of that category.

29. The pre bid meeting will be held on specified date as stated elsewhere in the tender document to clarify the points/ doubts in respect of the tender documents. The points requiring clarifications and any doubts shall be given in writing at least one day prior to the pre bid meeting and sent to the address mentioned above in 5.2. **Only Authorized representatives of interested service providers shall be present during the scheduled time with authorization letter.** The Bank shall clarify the queries during the pre-bid meeting followed by confirmation in Banks website. No individual consultation / communications shall be entertained. Tenderer shall submit the Technical Bid along with the addendum (uploaded in the Bank website) furnished by the Bank after Pre Bid meeting. Technical Bid not containing the addendum shall be liable for rejection.

30. The prices quoted by the tenderers must comply the Government norms.

SIGNATURE OF THE TENDERER WITH SEAL



TENDER - OFFER

I/We have read and examined the Notice Inviting Tender, , Schedules, Specifications Applicable, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified by the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **180 (One Hundred Eighty days)** from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum as stated elsewhere in the tender document is hereby forwarded as earnest money in form of Demand Draft of (Name of the issuing Schedule Bank) bearing no. and date

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

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

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

Shri. _____, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions, entering the agreement & sign on behalf of the firm any Agreement, Bills & receipts for this work.



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

Dated the:day of 2023

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

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the price bid and in the specifications and conditions laid down hereinafter the work shall be carried out as per standard specifications and under the direction of the Employer.

1. DEFINITIONS / INTERPRETATIONS ::-

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

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

a) The 'Tenderer' or 'Contractor' or vendor or service provider shall mean the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorised and constituted attorneys/agents and permitted assignees of such firm or company.

b) The 'Employer' or 'Bank' means CANARA BANK with their Head Office at BANGALORE and having the Circle Office at plot No C-14, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051 represented by ASST. GENERAL MANAGER, PREMISES & ESTATE SECTION, Circle office, Mumbai and any of its employees or representative authorised on their behalf.

c) The 'Bank Officials' means the Senior Manager, Manager or Officer, who shall supervise and be in-charge of the work or any other authorised representative or person specifically deputed by the Employer and / or the Consultants wherever they are employed from time to time by the Employer.

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

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

f) "Accepting Authority" shall mean official designated by the Bank (the Employer).

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

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



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

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

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

k) "Site" shall mean the Bank owned building at Plot No. C-14, G block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 where the operation and maintenance of electrical installations is to be carried out as per tender schedule of quantities.

2.1 The scope of the work is mentioned separately elsewhere in the tender.

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

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

2.4 Any error in description or quantity or rate in price bid or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

2.4.1 No work for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Employer.

3. The Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works. 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 / Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS ::

4.1 The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page of respective chapter (this shall be acceptance of all the pages of



the tender and its stipulations) together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the tenderer.

4.2 No modifications, writing or corrections can be made in the tender papers by the tenderer.

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

5. SIGNING OF CONTRACT & AGREEMENT ::

5.1 The successful tenderer/contractor, on acceptance of his tender by the Bank, shall, sign the contract consisting of :-

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

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

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

6. GOVERNMENT AND LOCAL RULES::

The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.



7. TAXES AND DUTIES ::

APPLICABLE GOODS AND SERVICE TAX SHALL BE PAID EXTRA AS PER THE PREVAILING NORMS. CONTRACTOR SHOULD PRODUCE GST REGISTRATION NUMBER. THE OFFERS WITHOUT GST NUMBER WILL BE SUMMARILY REJECTED.

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

ii). The contractor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Employer that the same is given to pursuant to this condition, together with all necessary information relating thereto.

8. Deleted the point.

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

The Employer reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow reasonable facilities and use of his facilities for the execution of such work. The main contractor shall extend all co-operation in this regard.

Wherever the work is proposed in co-ordination with other agencies, the service provider shall co-operate with the schedule of works in such a manner as worked out by the Bank Officials.

10. EARNEST MONEY, SECURITY DEPOSIT::

Earnest Money Deposit: The tenderer will have to deposit the specified amount of earnest money as detailed in the notice inviting tender at the time of submission of tender. No interest will be paid on the earnest money. The earnest money of unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender. The earnest money of the successful tenderer will be adjusted as security deposit until the completion of the contract.

SECURITY DEPOSIT: The security deposit for the subject work is fixed at 2% on the Contract price for Five years (Including EMD amount). The successful contractor shall pay the differential amount towards security deposit by the way of DD favouring 'Canara Bank, Circle office', payable at Mumbai or by submission of Bank guarantee for the entire amount of security deposit for the contract period as per the format attached. In case the contractor submits the Bank Guarantee for the entire amount of security deposit, the Earnest money will be refunded.

11 CONTRACTOR TO PROVIDE EVERY THING NECESSARY::

- i). The contractor shall provide everything necessary for the proper execution of the work according to the intent.
- ii). The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.
- iii). The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer.
- iv). All tools, equipments and other required facilities for execution of work shall be provided by the contractor.
- v). Any facilities available at site shall be utilized only with prior permission of the Employer or the in-charge of the site / building owner and cannot be taken as granted and for such services utilises the Employer is entitled to charge at his discretion.

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

12. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS ::

12.1 The contractor shall provide, fix up and maintain his establishment in an approved position at site and clear away on completion of the works and make good all works disturbed. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site.

12.2 Storage of materials & Tools :The contractors shall make use of existing facilities with due permission of the Employer for storage of materials and tools at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the contractor.

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

13.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities and Statutory Authorities, with whose system and design or technical know-how are/were proposed to have connection with this work.



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

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

14. CONTRACTOR'S EMPLOYEES ::

14.1 The contractor shall employ technically qualified and competent Manager/supervisors/ Technicians for the work who shall be available (By turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Employer. The persons so employed shall have the requisite supervisory permit or wireman permit as per statutory Acts & Rules of Electricity Board for appropriate nature of work undertaken.

14.2 No Child Labour :

No labour below the age of eighteen years shall be employed on the work. The Employer shall not be responsible for any deviation and the tenderers shall indemnify the Employer from any legal action or in any way directly or indirectly.

14.3 Labour Legislation :

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

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

14.5 The tenderer shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

15. COMPLIANCE OF LABOUR REGULATIONS:

i) The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the tenderer or his sub- contractors.

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

16. DISMISSAL OF WORKMEN ::

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

17. ASSIGNMENT ::

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

18. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC ::

18.1 Damages to persons : The Tenderer shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

18.2 The clause shall be held to include interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

18.3 The tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

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

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

18.7 If the tenderer or his working staffs or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the tenderer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the tenderer, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

19. ESCALATION ::

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation.

20. IDLE LABOUR ::

Deleted the clause.

21. TERMINATION OF CONTRACT BY EMPLOYER ::

21.1 If the contractor ::

- (a) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 30 days from the Bank; or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Bank; or

- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Bank/Consultant; or
- (d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favouring him in relation to the obtaining or execution of this or any other Contract for the Employer or;
- (e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority; or
- (f) shall obtain a Contract with the Employer as a result of wrong tendering or other unethical methods of competitive tendering; or
- (g) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (h) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (i) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

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

21.3 The Bank shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree ::

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

21.4 On cancellation of the Contract in full or in part, the Bank shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work.

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

22. SETTLEMENT OF DISPUTES AND ARBITRATION ::

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

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

(B) Upon receipt of such written instructions or decision the tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the tenderer shall within a period of thirty days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

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

22.4 Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the tenderer a panel of three names of persons who shall not presently be connected with the work. The tenderer shall within fifteen days of receipt of



this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.

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

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

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

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

22.9 It is also a term of the contract that if the tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.

22.10 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

22.13 It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a

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

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

23. LIEN ::

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

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

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

24. EXTERNAL INSPECTION & AUDIT :-

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



(ii) The staff engaged for the work shall be qualified as per relevant trade rules and also as per Indian Electricity Rules 1956 amended up to date.

25. It is the responsibility of the contractor to keep the electrical installations/ equipments neat & clean.

26. (a) The contractor shall supply necessary tools and equipments including Consumable petty material such as cotton waste, grease, duster, soap, fuse wire, CTC gland, insulation tape, rubber gloves, packing, gasket etc. within the scope of work without any claim of additional payment.

(b) This contract includes the maintenance of all batteries with necessary material i.e. distilled water, petroleum jelly, acid, terminal lead, poles etc I/C periodic cleaning for which nothing extra shall be paid.

(c) The contractor will have to arrange all types of tools and plants including ladders for day to day maintenance. The T & P required for all types of testing will also have to be arranged by the contractor and nothing extra will be paid on accounts of the same. The following T & P shall be kept at site of work

(i) Earth tester - 1 No.

(ii) Meggar 500 V - 1 No.

(iii) Aluminium ladder 8' high (Step type) - 1 No.

(d) Labour component for major breakdowns at site is not covered within the scope of this contract, only day to day complaints of routine nature are within the scope of this contract. Bank shall arrange repair of such major breakdowns like cable fault, rewiring, special repair work through separate contract.

27. Any damage made to Electro mechanical installation operated by the agency would be recovered from the agency's running bill.

28. Log books, periodic inspection books & history books for all the services shall be supplied and maintained by the contractor as per proforma decided by Bank & same shall be submitted along with running / final payment. Proper register shall be maintained by contractor for consumable materials used at site. Necessary printed log book, printed attendance register, complaint register and another stationery items needed at the work place shall be arranged by the contractor without any extra cost.

29. If the contractor fails to maintain the services to the satisfaction of the Bank, then the Bank will maintain the installations by alternative arrangement, the expenditure thus incurred will be recovered from the contractor.

30. The contractor or his representative, labour will not remove / disturb / dislocate the existing equipments and its parts from its positions until and unless it is authorized by the Bank officials. The entire installations should be intact at any time of inspections and as handed over to him at the time of initial taking over for maintenance and operation. The contractor shall be responsible for any damage or theft and shall have to



make good to its original shape and description as and when damage / theft etc is noticed or taken place.

31. The contractor is required to depute the minimum staff as indicated in attached details of staff statement.
32. In case any accidents during the Operation / maintenance of the equipment leading to injuries / damages to human beings / equipments and / or loss of life , the contractor shall be fully responsible for settling all claims and indemnify the Bank against any claim arising out of such accidents.
33. Water and electricity for operation / maintenance of the plant will be arranged by the Bank free of cost.
34. This is a purely service contract and the persons employed by the contractor are his own employees and they will have no claim for right of employment in the Bank. The staff employed by Contractor shall always use a rubber stamp “An employee of M/s.” wherever they put their signature on log book, complaint register, diary or any record.
35. The operation /maintenance staff employed shall be present in neat uniform with shoes, whenever on duty, the uniform to staff of contractor is liability of contractor.
36. Planned shutdown shall be taken up for the preventive maintenance for the electrical systems in Consultations with the Bank officials.
37. A permanent Telephone Contact No. for emergency contact to the contractor shall be given by the contractor to Bank officials. Failure to response on such telephonic contact number shall attract penalty.
38. The contractor shall arrange to render efficient services as outlined above. However incase he fails to maintain the services to the satisfaction of the Bank and the Bank has to incur any expenditure to maintain the installations by alternative arrangement the expenditure thus incurred will be recovered from the contractor, for which Bank's decision shall be final.
39. Respective tenderer shall inspect the installation / plant to be operated and list out the shortcomings in the tender documents. No claim at later stage shall be entertained towards such item.
40. In case any problem the operator should intimate to his contractor as well as Bank officials immediately to resolve the problem.
41. The staff provided by the contractor shall be well qualified to operate and monitor the installation as per the requirement.
43. In case of any staff engaged by the contractor misbehaves with the Bank Officials, he shall have to be removed from the work and another staff shall have to be engaged. In any case the decision of Bank officials shall be final & binding on the contractor.

44. Bank shall not have any liability for the staff employed by the contractor for absorption or any other claim whatsoever it may be.
45. The installation will be handed over to the contractor at the beginning of the contract in working order which shall be handed over back to the Bank after the expiry of the contract in the working condition. The contractor will employ minimum staff as detailed who shall be engaged in various shifts and per the direction of Bank officials for smooth maintenance of Electrical Installation, all other works machinery mentioned in schedule of work- additional staff will have to be made available as per direction of Bank officials as and when required.
46. Deleted.
47. Subsequent to award of work, the agency would be required to file the antecedents of proposed staff on duty verified along with the photograph, qualification and resident proof etc.
48. The Bank will not be responsible for any injury sustained by the agency workers during the performance of their duties and also from any damages or compensation incurred due to any dispute between the agency and its workers. Any expenditure incurred by the Bank to face the arising out to act of his workers will be made good by the agency. The agency will be responsible for the payment of compensation.
49. Dismantled materials if any resulting from the replacement or repair shall be returned to the Bank officials.
50. The operating time schedule shall be continuous, all the 365 days and round the clock as stated. The deployment of staff shall be in shifts which has to be finalised in consultation with Bank officials by the successful tenderer.
51. It is suggested and expected that during such holidays and weekends preventive maintenance has to be undertaken.
52. Notwithstanding the above contract, Bank is at liberty to engage any other Contractors / agencies/ persons in connection with any additional/ modification/ maintenance or such other electrical works as per the Bank's requirement and discretion without any notice or information and the Bank or Bank officials are not liable to assign or include such work to this contract or Contractor.
53. The scope of work mentioned is broad outline and subject to any reasonable additions which shall be construed as a part of the operation and maintenance works. The Contractor shall bring out any objections or any other additional services which shall be extended by them under the scope of work in the technical and commercial bid itself.
54. The tenderer/ Contractor shall maintain the earth connections to its required resistance level at all times. For which purpose the earth resistance test shall be undertaken periodically and maintained in such manner the potential difference at power socket point between neutral an earth shall not exceed 3 volts and the resistance of the earth



shall be less than 5 ohms. The earth pit shall be periodically conditioned and the required material shall be supplied by the Bank, while the labour and minor civil works shall be to the account of this contract.

55. The contract may be renewed every year at the quoted rates at the discretion of the Bank. It must be noted that no conditional offer must be quoted and its acceptance is at the Bank's discretion.
56. The contractor has to execute the work by taking proper precautions, as per the guidelines of Electricity board, IE rules etc. Bank is not responsible for any eventualities, mishaps occurring to the maintenance personnel during the contract period.
57. Deleted the clause.
58. The Installation shall be kept clean and safe from risk of theft, fire, any damage/defect occurs to the installation due to negligence of staff during contract period shall have to be made good by the contractor at his own cost. In such cases the decision of Bank officials shall be final & binding on the contractor.

Agreed to all the above terms and conditions

SIGNATURE OF TENDERER WITH SEAL

SCOPE OF WORKS TO BE CARRIED OUT ::

The scope of the works includes the operation and maintenance of various building services such as electrical installations with two Nos. of 1500 KVA transformers, allied building distribution system, fire fighting & fire detection work, Sewage Treatment Plant, Lift Operator, Plumber, Gardener, operation of the motor pumps, security & Surveillance system, etc as detailed in this tender.

I. Internal Electrical Installations

Scope of works includes maintenance of Electrical Installations, fans, fittings of all types, DBs, LT panel boards, external lightings, circuit and sub main wiring, etc.

1. Phase balancing shall be done periodically.
2. The voltage, supply, total load current and P.F. should be noted in log book every day, preferable during peak loading time of the day.
3. The fixing / suspending arrangements should also be checked and attended as necessary. Care should be taken that the alignment is not disturbed.
4. The electrician will also maintain the Internal electrical installations, external electrical installations including façade lights, substation, Transformers, Diesel generators, operation of the water pumps, solar panel, checking and maintaining of the batteries related with these installations.
5. The scope also includes operating the STP (Sewage Treatment Plant) for day to day operations and upkeep of the plants in the building.
6. The contractor's staff has to carry out preventive maintenance of Electrical installation periodically in free time.
7. The Electrician has to switch off Electrical Gadgets/Appliances in the evening every working day after 6.00 PM provided that no persons are working and should complete the work up to 8.00 PM. All lights, Fans, split Air-conditioners, Printers, Computers, etc which are not in service should be switched off immediately after 6.00 PM. This exercise is to be done not only as a Fire safety measure but also to save Electricity Charges.
8. UPS power supply is essential and critical loads should not be switched off unless otherwise instructed. UPS power supply to normal computer systems and Printers other than Server, which are not in use, has to be switched off if left out by employees in ON condition.
9. Operation & maintenance of floor-wise internal SDB's, PDB/LDB's, and other electrical LT panels connecting various loads and equipments.

10. Replacement of defective components like MCBs/ELCBs/switchgears and such other components. While the cost of such materials will be met by the Bank, the cost of labour, tools, carriages and such other incidental expenditures etc., has to be borne by the contractor.

11. Replacement of defective bulbs, chokes, fans, switches, regulators. The items will be supplied by Bank and such other minor related works as & when situation arises or instructed by Bank.

12. Operation & maintenance of yard lights and external building lightings during specified hours and as detailed in Point (03) above.

13. Minimum utilization of the power is to be ensured by continuous monitoring of the electrical distribution on daily by switching off the electrical loads when not in use without disturbing the office.

14. The Contractor shall undertake once in a year insulation resistance test on the main LT Panel, DG Panels, other electrical panels, cables etc.

15. UPS SYSTEM:

- I. The building is equipped with centralised UPS systems at various floors and places with batteries for UPS back up. The UPS systems are maintained through annual maintenance contract with respective suppliers, however the electrical aspects and batteries are to be monitored under this contract. Monitoring of UPS, Battery shall be under the scope of this contract.
- II. Periodical top up with distilled water & application of jelly for preventing rust to be done under this contract.

II. Sub Station :-

Contractor shall do maintenance & operation of substation system in shifts, seven days a week including holidays and Sundays.

1. HT Sub-station with 2 Nos. of 1500 KVA Transformers with allied equipments.
2. LT control panel with 2 Nos. EB power incomers/DG power incomers, outgoing feeders and bus-bar arrangement with power factor correction panel with Bus coupling arrangement.
3. Two DG sets with AMF panel (Both of 750 KVA DG set).
4. Floor level Distribution panels controlled by LT outgoing, each distribution panels in turn have outgoing to LDB/PDB and other direct 3 phase appliances like UPS etc. Also Distribution panel which controls pump house and annexed block.
5. Dedicated power connection and earthing to UPS System, Air-Conditioners, pumps etc., installed at Circle Office.

6. Street lighting and yard lighting, lightings of the all the blocks in the Circle Office building
7. All the internal wiring in the main building are wired using copper wire supported by MCB's And MCB's at PDB/LDB level.
8. Operation of 1500 KVA, Sub-station with 2 Nos. 750 KVA, 11000/ 415 volts transformers and its panels, which also includes tap changing to the required voltage and general up-keep of sub-station yard.
9. Preventive & regular maintenance, fault analysis- rectification and restoration of power without major inconvenience in co-ordination with **TATA** officials as per statutory provisions.
10. Responsibilities include maintaining the power factor at required level, energy management within prescribed maximum demand and power allocations from time to time as directed. Day to day recording of power consumption, electrical parameters, maintenance of records, submission of such statements on daily/ weekly / monthly basis in a prescribed format to be finalised on consultation with Bank.
11. Necessary checks for transformers like oil temperature, Dielectric strength and servicing of sub-station as per EB norms or as directed by CEIG, Schedule of programme and proposed plan of action in advance should be furnished and attended to in consultation with Bank officials/ in charge.
12. HT panel, LT Panel, AMF panel, power factor panel, its operation and periodical cleaning of contacts, preventing loose contacts and terminal burn-outs according to the site conditions.
13. Checking of UG cables, monitoring its temperature, general conditions and allied aspects connected with cables.
14. Liaisoning with the concerned TATA OFFICIALS/CEIG/CEA officials connected with operation & maintenance of the installation /works and following the system and procedure as directed.
15. Record of readings for voltage (HV/MV/Battery), current (HV/MV/battery), power (MD), Temperature (max.) of oil, ambient temperature, and P.F. (and frequency where frequency meter is already installed.)
16. Load on each outgoing feeder may be checked by clip on ammeter, once in every month, preferably during peak seasons, so that redistribution, if any needed among the feeders could be further examined if required.
17. Check that the ventilators are clear to exhaust and fans are operational. The approach to equipment rooms, and yards in and outdoor installations should be clear.



18. **'CAUTION':** Never attempt to clean equipments with exposed (bare) bushing, with supply ON. Periodicity of cleaning such equipment may be increased to once a month or longer as felt in order, so as to avoid frequent switching operations.
19. Observe for any abnormal noise, vibration, smell (usually due to overheating), excess temperature etc. If so, investigate the reason immediately. Radiators of transformers, LT busbar chamber and LT SFU / FSUs and main LT cables (near terminations) may be touched externally to feel any undue heating. Apart from smell, the shine on PVC may reduce due to local heating.
20. Check the oil leakage from transformer radiator / body bushing / valves.
21. Check the battery. Top up as necessary with distilled water in lead Acid batteries. Check the specific gravity. Examine the trend of the voltage readings from log book. If the drop is considerable, the cause needs to be investigated. Clean the battery terminals if required and apply petroleum jelly to avoid corrosion.

III. Diesel Generating Sets :-

Contractor shall operate and maintain DG sets round the clock seven days in a week including holidays and Sundays.

Daily routine checks:

1. Keep the DG set clean. Wipe out dirt from external surface of engine, generator and control panels.
2. Check the level of diesel in daily service tank, lub oil in engine crank case, and (in case of water cooled engines) water in radiator. Fill/ top up as necessary.
3. Inspect the engine for any leakage for leakage of diesel oil, engine (lub) oil and coolant in the respective systems.
4. Record the readings of voltage of supply, and engine battery voltage.
5. As mentioned, the existing DG sets shall be operated as per its manual of instruction. The DG sets maintenance will be done periodically through the authorized agencies. The scope of work involves calling them as per terms of AMC for its 'B', & 'C' checks. The scope of this contract involves the Contractor to maintain the periodical events and in its follow up for scheduled preventive checking and maintenance.
6. Irrespective of EB failure, all the DG sets shall be started and run for at least 10 minutes every day daily in the morning before office hours for its proper up-keep. Filling up of radiator water, fuel, lubrication oil etc., shall be regularly attended to on daily basis.
7. Day to day operation, recording of data like Date of maintenance works (B, C, D Checks etc.) carried out, maintenance of record regarding daily power consumption, maintaining the stock of fuel etc., and submission of statements as required shall be undertaken.



8. Follow up with CEIG/CEA Office, submission of DG power statement and any other related work with statutory authorities in this connection shall also be undertaken.

IV. WET RISER SYSTEM :

1. Check water level in base tank and operate pumps.
2. Check up the water in the collection chamber and operate the priming pump as and when required.
3. Check pump sets for excessive gland leakage/vibrations and heating and take corrective measures.
4. Check the leakage through valves/pipe etc and take corrective measures.
5. Check the water in radiator.
6. Check the batteries for its healthy charging and its charges.
7. Test run of Fire Pumps and recording the readings for voltage, current, power etc as per the direction of Engineer -In- Charge.
8. Checks to be done in auto mode for
 - i) External Hydrants : 1 No. each in one week
 - ii) Internal Hydrants : 2 Nos. each in one week
9. Check water pressure in hydrant System and sprinkler system daily and ensure that required pressure is maintained at all times.

V. FIRE DETECTION SYSTEM:

1. Maintaining and up-keeping of every associated equipment and installation such as intelligent addressable type main control panel, repeater panel, heat detectors of all types, addressable detectors, associated wiring, batteries, mimic diagrams and ensuring their proper functioning at all times. Any defect will immediately be brought to the notice of the Bank and immediate steps to rectify the same will be initiated.
2. Carrying out diagnostic tests and checks on the FA (Fire Alarm) system, zonal and repeater panels, associated sub-systems and installations to ensure their healthy condition and availability of expected services all the time i.e getting the same tested as required.
3. Carrying out maintenance routine as specified below and at the specified frequency, I/C recording of results in prescribed formats and getting the same signed by the Bank officials.

4. The repairing, fault finding and rectifying the fault I/C replacement (if necessary) of control panel/ repeater panel/ unarmoured cable, battery, amplifier, speakers, Hooter, Manual call point within the scope of work.

MAINTENANCE SCHEDULE FOR FIRE ALARM SYSTEM:

ACTIVITY	PERIODICITY
Inspect the Fire Alarm System	Weekly
Associated E&M Components Check other components associated with Fire Safety	Fortnightly
Check Operation of Control Panels of Fire Alarm	Monthly
Clean the fire detectors and also test integrity of the fire alarm system	Quarterly

(a) Weekly Inspection of AFAS (Addressable Fire Alarm System) :-

- i) Clean all the control panels, sounders and call boxes.
- ii) While cleaning each panel, verify whether any fault indication lamps is on. If it is on with or without an alarm, investigate and rectify the fault.
- iii) Check whether all panel lamps are healthy by the “Panel lamp test button” in each panel.
- iv) Check that the system operates under mains failure conditions, by switching of the mains supply to the C & I panel and testing and zone for fault/ fire condition from the zonal panel. Confirm also that the audio visual alarm comes up in the C & I panel. Restore mains supply after the test.
- v) Log all the panel instruments in C & I panel.
- vi) If lead Acid type battery is used for FAS (Fire Alarm System) systems check the electrolyte level (and top up with distilled water, as required) and specific gravity.

(b) Associated E&M Components check other components associated with fire safety :-

- i) Inspect the building that the following are complied with viz. that.
- ii) There are no temporary wiring in the building.
- iii) There are no joints in the supply cord for window type AC units or office equipment.
- iv) There is no bare wiring (without metallic conduit or channel cover) over the flooring.
- v) Heaters are not used in record rooms.
- vi) The space in front of SDB's and other distribution switch boards is kept free. These checks are included in the schedule for EI as well. Check results may be recorded in Registers for both the services.
- vii) Have a joint inspection of the installations with the authorized officer of the client.

(c) Daily Check Operation of Control Panels of Fire Alarm :-



- i) All zonal (sector) panels and C & I panel should be checked.
 - ii) Repeater panels if any should also be checked.
 - iii) The check is to confirm operation of the system in each zone through the test button in zonal (sector) panel concerned and in the C & I panel and also relevant sounders.
 - iv) Check the talk back system from both ends and also PA system of C & I panel.
- (d) Quarterly check, clean the fire detectors and also test integrity of the Fire alarm System.
- i) All fire detectors should be cleaned. Do not blow in heavily into the detector. Use a proper suction device. Never leave a detector base without replacement of the detector. Restore the zonal panel, if it was switched off for his operation.
 - ii) Check the satisfactory operation of the system by an artificial fire in a bucket keep necessary extinguishers with you, before this test, as abundant precaution.
6. Arranging for the demonstrations to the effect of healthy condition of system and its availability once a month on the dates as decided by the Bank officials including arranging for the additional demonstrations as and when called for.
 7. The scope of replacement of spares (excluding the material cost) required for keeping system operational is included.
 8. Attending to the internal electronic/ electrical faults in the main panel, zonal panel and circuit wiring, amplifier and pre-amplifier of PA system speakers and mimic panels etc as and when they occur including procurement of components, assemblies cards and replacement of same within the quoted cost.
 9. Bringing to the immediate notice of the Bank any defect/malfunctioning of any of the system, sub system or equipment and machinery which requires attention of the Bank if not otherwise covered by the scope of the contract.

VI. DRINKING WATER PUMP SETS & DEWATERING PUMPS:

Operation of pump sets shall be carried out round the clock in shifts, 7 days in a week.

1. Prime the pumps, if necessary, before starting. Check water level in over head tanks and operate pumps.
2. To inform the Bank officials, if any major faults developed in the pump set operation.
3. To check the control panels, replace the consumable spare parts such as fuses etc.
4. To check all inlet/ outlet valves, to stop leakages in pipe lines, replace the washers if required.
5. Close monitoring of Dewatering pump during Monsoon seasons to avoid flooding in the basement.

VII. LIFT:



1. The operation of lifts will be provided as per the pattern decided by Bank officials from time to time.
2. The lift operator shall be qualified as per the local regulations and trade practice.
3. Weekly performance report shall be submitted in the proforma.
4. In case of breakdown, operator should inform Bank officials and maintenance authorities.
5. The break down complaint shall be registered with lift maintenance firm by the respective lift operators and the records shall be maintained for the same.

VIII. Plumbing services:

Deploying trained plumber as specified for Checking of all water supply and drainage lines, attending to leakages, removing the blockades if any, ensuring proper functioning of all plumbing/sanitary/drainage fixtures, attending to minor repairs and carrying out replacement of CP fittings required.(excluding the cost of the material)

The plumber should also assist in other miscellaneous works in day to day activities.

IX. GARDENER:

1. Maintaining the garden/landscaped area provided in the building both at the ground level at present and at terrace level the shrubs. Scope includes manuring to the garden soil, doing pesticide etc and with the required accessories/ implements/ equipments at including deploying one No. of gardeners/ one No. of helpers.
2. Maintenance of garden features in the garden area i.e. Lawn, Mounds Topiary, Rose beds etc. Making top dressing of the garden area with good earth and manure as per the direction of the Bank officials. Removal of the garden rubbish from the premises. Spray of the pesticides/ insecticides, application of the chemical fertilizers etc.
3. Maintenance of shrubs including tripping, clipping, shaping as and when required making of basins regular watering, weeding, hoeing, forking of basins, Manuring & insecticides/ pesticides.
4. Maintenance of hedge & edge including clipping of Hedge / edge (once in month or twice in a month during rainy season or as per direction of Bank officials. Making Hedge/ edge beds clean and in proposer shape, watering, manuring and applying insecticides and fungicides etc. (Excluding the cost of the material).
5. Maintenance of sapling in pots(potted plant for one store, for multi store)/ polyethylene bags including resting/ shifting of place within nursery site, regular weeding, watering light clipping, manuring application of chemical and fertilizers.

X. SECURITY SURVEILLANCE AND AUDIO VIDEO SYSTEM:

The operator service are required except on Sundays & holidays.

Scope of the work under preventative maintenance for CCTV:

1. The check the recording in DVR is proper.
2. To view the recording in Live & playback mode
3. To check the power supply, focusing angle of the camera.
4. To check the positioning and functioning of cameras and DVRs.
5. Maintaining service reports on closure of complaints.
6. Check storage media for storing required duration of recording.

Scope of Work under Preventive Maintenance for Access Control System:

- Check for the connectivity of readers with controllers
- Check for the status of readers.
- Check for the status of locks.
- Check the status of fire to access integration.
- Check the database

Scope of Work under Preventive Maintenance for Public Address System:

- Check all the speakers.
- Check the amplifiers.
- Check the volume controllers.
- Check the microphone device
- Testing of the PA System to resolve any abnormality in the system

Scope of Work under Video Conference Equipment:

- Check connectivity of equipment.
- Check operation of all cameras. Clean camera lenses.
- Check functional efficiency of the equipment.
- Operate equipment at short notice.

Scope of Work under Video Projector system in Auditorium:

- Check functional efficiency of the equipment.
- Clean projector lenses.
- Operate equipment at short notice.

Scope of Work under boom barrier:

- Check function of barrier
- Check & Maintain operating mechanism.

Scope of Work under pop up bollards:

- Check operation of bollards
- Update software periodically
- Clean and maintain entire mechanism

XI. CARPENTER:

Carpenter has to check and maintain all the furniture, glass and wooden doors (except the automatic sliding glass doors) door closures, floor springs. They have to rectify the defects of

the steel and wooden furniture including attending the minor repairs. The price should include the cost of all tools and tackles for attending the job.

XII: Sewage Treatment Plant :-

The Scope of work include

- Operation and non Comprehensive maintenance of the Plant complying the Pollution Control Board/ Environmental norms/Labour laws and fit for horticulture and other non critical uses.
- Operation of Pumps, filters rotors, Aerators, Sludge Pumps, attached valves etc pertaining to STP, Collection well, Settling Tank.
- Maintaining the process parameters like PH , TDS,MLSS, BOD, COD,TSS etc.
- Checking the oil/lubricant level of all equipment, Greasing of Bearing and Gears etc, tightening of Nut and Bolts. Cleaning of all equipment and accessories.

Installations to be operated and maintained at Canara Bank's office building at BKC, Mumbai

SR No	Description of the installation	Details of installations
1	Internal Electrical Installations	Nos of electrical Points-App. 2500 Pts
		Rising Mains with End feed Units & Tap off boxes-5 Nos
		UPS Panels - 4 Nos.
		Solar Panel -1 No.
		STP Panel - 1 No.
		Cables, Wires etc.
2	Substations	1500 KVA Dry Type Transformer - 2 Nos.
		HT Panel -1 No.
		Main LT Panel -1No.
		Sub LT Panels - As per site.
		APFC Panel- 2Nos.
		AC Plant Panels - As per site.
3	Fire Fighting system	Main Pumpsets - 2 Nos.
		Jockey Pumpsets -2 Nos.
		Diesel Engine - 1 No.
		Booster Pumpsets (On Terrace) -3 Nos.
		Internal & External Hydrants with Hose rill / Pipes.
		Sprinklers.
		Control Panels- As per site.
4	Fire Detection & Alarm system	Optical Smoke Type Detector: 1124
		Thermal Detector: 90
		Response Indicator: 513
		Repeater panel: 12
5	Drinking Water / Flush Water Pump sets.	Drinking Water Pumpsets (Hydro pneumatic type) - 3 Nos with control Panels.
		Flush Water Pumpsets (Hydro pneumatic type) - 3 Nos with control Panels.
		De-Watering Pumpsets- 6 sets (1W + 1S) with Control Panels.
6	DG Sets.	750 KVA DG sets with Batteries & Diesel Tank etc- 2 Nos.

PERSONNEL TO BE EMPLOYED:

The personnel so employed at site should be well qualified and experienced having obtained necessary permit for supervisory and wiremen from statutory authorities. No unauthorised persons/ unsuitable persons should be employed. The Contractor should undertake to maintain as per the norms of EB and all their formalities are to be fulfilled.

Contractors should provide uniforms and all safety equipments to the personnel employed like shoes, gloves and the required tools and equipments to carry out their works safely and perfectly according to the conditions it demands. The persons so employed should be capable of handling all the electricals including fault analysis/ finding and rectification. In the event of any major faults, problems or difficult situations, such specialist personnel shall be engaged for rectification and restoration at no extra cost.

The installation should be maintained by the following personnel:

- i) Manager, with necessary permit: 1 No. General Shift as explained below:

General Shift	9:00 AM to 6:00 PM	1 Manager
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The responsibility will be to monitor all the personnel engaged by the firm and report day to day activity/ development to the Bank. He will act as a one point contact between Bank officials and the work engaged by the agency.

Manager should be a qualified Electrical/Civil / Mechanical Engineer in the relevant field. He should be a degree or diploma in engineering with a minimum 4 / 7 years of experience respectively.

- ii) Electrician/Wireman with necessary permit : 1 wireman and 1 helper in all three shifts as explained below:

First shift	06.00 am to 02.00 pm	1 Wireman & 1 Helper
Second shift	02.00 pm to 10.00 pm	1 Wireman & 1 Helper
Third shift	10.00 pm to 06.00 am	1Wireman & 1 Helper

Wireman should be ITI qualified from the recognized Government/ Private Institute. He should have an experience of minimum 4 years in relevant field. He should have handled electromechanical equipments, HT & LT work and DG work etc. in a reputed organization. The successful bidder needs to submit the CV of all the electricians appointed by them.

- iii) Fire detection, fire fighting, Sewage Treatment Plant (STP) and Drinking pump Operator: with necessary permit: 2 operators and 1 Helper in all three shifts as explained below:

First shift	06.00 am to 02.00 pm	2 operators & 1Helper
Second shift	02.00 pm to 10.00 pm	2 operators & 1 Helper



Third shift	10.00 pm to 06.00 am	2 operators & 1 Helper
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The fireman/STP Operator should have at least 2 years of experience to perform the duties enlisted to them. He should be well conversant with the Fire Brigade rules.

iv) Lift Operator: with necessary permit : 1 operator in each shift as explained below:

First shift	8.00 am to 4.00 pm	1 operator
Second shift	12.00 pm to 8.00 pm	1 operator
General shift	9.00 am to 5.00 pm	1 operator

The Lift operator should have at least 2 years of experience to perform the duties entrusted to them.

v) Plumber: with necessary permit: 1 plumber in general shift as explained below:

First shift	9.00 am to 5.00 pm	1 plumber
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The plumber should have at least 2 years of experience to perform the duties entrusted to them.

vi) Gardener: with necessary permit : 2 numbers in normal shifts as explained below:

First shift	9.00 am to 5.00 pm	2 Gardeners
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The gardener should have at least 2 years of experience to perform the duties entrusted to them.

vii) Security & Surveillance operator: with necessary permit: 2 numbers in normal shifts as explained below:

First shift	9.00 am to 5.00 pm	2 operators
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The Audio Video Solution and cameras operator should have at least 2 years of experience to perform the duties entrusted to them.

viii) Carpenter: 1 number in normal shifts as explained below:

General shift	9.00 am to 5.00 pm	1 carpenter
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The carpenter should have at least 2 years of experience to perform the duties entrusted to them.

SIGNATURE OF THE TENDERER WITH SEAL



FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2023 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) and circle office, at plot No C-14, G block, Bandra Kurla Complex, Bandra East, Mumbai -400051 represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

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

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

WHEREAS THE Employer / Bank is desirous that certain works like operation and maintenance of the electrical installations in its Circle office building, at plot No C-14, G block, Bandra Kurla Complex, Bandra East, Mumbai -400051 as detailed in the notice inviting tender and their office mentioned and called for invitation to tender and the tender opened on _____ furnished by the tenderer for the AMC of operation and non-comprehensive maintenance of Electrical installation in Canara Bank Building, at plot No C-14, G block, Bandra Kurla Complex, Bandra East, Mumbai -400051 has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

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

a) Notice inviting Tender

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

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



d) General Conditions of contract along with Annexures thereto.

e) Schedules A & B consisting of Technical Specifications, Special Conditions and testing, drawings if any, etc.

[Note : * Strike off whichever is not applicable]

f) Tendered amount known as Price - Bid.

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

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to carry out the operation and non-comprehensive maintenance of the electrical installations in the Circle office building, at plot No C-14, G block , Bandra Kurla Complex, Bandra East, Mumbai -400051 complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents for a period of one year from _____ which shall form part of this agreement.

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

Signed, _____ sealed _____ and _____ delivered _____ by _____ the _____ said
tenderer, _____ to _____ the Employer
_____ in the presence of:

Signature of the Contractor
(with seal)

For & On behalf of the Canara Bank
(with seal)

Witness :

1).

2).



DRAFT FORMAT OF INDEMNITY BOND

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

THIS DEED OF INDEMNITY BOND is made on this ----- day of ----- month of year two thousand nineteen (_____.2023) By M/s ----- duly represented by one of its partners -----, aged -- years, son of Sri -----, residing at -----, Bangalore.

* M/s. ----- the partnership firm having an administrative/principal office at ----- represented by its Managing/duly authorised partner.

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

Whereas My Company was short listed for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of, has been awarded in favour of my Firm/ company by Canara Bank, Head Office, at 112, J C Road, Bangalore and Circle Office at C-14, G Block, Bandra Kurla Complex, Mumbai.

And whereas for undertaking the operation and non-comprehensive maintenance work, my company has entered into contract agreement on _____.2023.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt._____.2023 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 OPERATION AND NON-COMPREHENSIVE MAINTENANCE OF VARIOUS BUILDING SERVICES LIKE ELECTRICAL, SUB-STATION WITH 2 NO. OF 1500 KVA TRANSFORMERS, ALLIED BUILDING DISTRIBUTION SYSTEM, AND ALSO OPERATION AND MONITORING OF OTHER ELECTRICALS LIKE UPS SYSTEM, MOTOR PUMPS, LIFTS ETC. 2 NO. OF DG SETS (both of 750 KVA) WITH AMF PANEL, and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank & its Officials from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I shall be solely responsible.

[Note : * Strike off whichever is not applicable]

SIGNATURE OF THE TENDERER WITH SEAL



SECURITY DEPOSIT FORMAT

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated :

To Dated:

Last Date for Lodgement of claim:

To:

.....
.....
.....
.....

In consideration of (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.



1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees only)
 - (ii) This Bank Guarantee is valid upto and
 - (ii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (ii) above plus claim period of 3 Months)

PLACE:

DATE :

SIGNATURE



INTEGRITY PACT FORMAT

PRE CONTRACT INTEGRITY PACT

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the ____ month and year 2023____, between, **CANARA BANK** hereinafter referred to as "**The Principal**", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri_____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "**The Bidder/ Seller/ Contractor/ Service Provider**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees



which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below -

(1) Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of CANARA BANK while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.



- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (a) to (k) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last



three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

Section 6 - Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Managing Director, CANARA BANK.



Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. _____.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty /Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place:

Date :

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



PRICE-BID

(This part of the tender should be submitted in a separate envelope and price bid shall be quoted only in this form and no other form will be accepted. However, for any additional information etc., separate sheet may be attached if necessary)

NATURE OF WORK	Operation & maintenance of electrical sub-station of 1500 KVA capacity, allied building distribution system, motor pumps, Lifts, CCTV, Fire fighting & fire detection work, STP operation work, plumbing work etc as fully described in the scope of work.
<u>Condition of price bid</u>	
GSTIN	The price to be quoted is exclusive of GST. The applicable GST will be paid extra by the Bank as per the extant Government guidelines.
Payment	Bank will make the payments on monthly basis after satisfactory completion of the work every month and receipt of the bill.
Date of Payments	The contractor has to make the payment for the Workers engaged for the above work on or before 8th day of the succeeding month during working hours on working day and the payment shall not be less than the Minimum Wages Act as per Central Government guidelines stipulated by the Ministry of Labours, Government of India, as applicable for the entire work force.
Uniforms for the workers	The contractor has to provide the Bank approved uniforms and safety shoes to the work force. The cost of the same shall be included in the prices quoted. No separate payments will be made by the Bank for the uniforms and safety shoes. The contractor should ensure that the work force should be strictly in the uniform during the shifts.
Renewal of AMC	Though AMC charges are called for Five years, the contract will be renewed every year depending upon the satisfactory service of the agency/contractor.
Evaluation of L1	The total cost for the Five years periods will be taken for evaluation of the L1.

Signature of the Tenderer with Seal

Manpower Charges for operation and maintenance of various building services in the Circle office building, Plot No C-14, 'G' Block Mumbai as mentioned	Amount in 1st Year in Rs.	Amount in 2nd Year in Rs.	Amount in 3rd Year in Rs.	Total Amount in Rs.
Manager 1 No				
Electrician/Wireman 3 No				
Helper to the Electrician 3 No				
Fire Fighting, Fire Detection ,STP & Drinking water pump operator 3 No				
Fire Fighting, Fire Detection, STP & Drinking water pump Helper 3 No				
Lift Operator 3 No				
Plumber 1 No				
Gardener 2 Nos				
Security & Surveillance system operator 1 Nos				
Carpenter 1 No				
Total Amount				

(Total Amount in words for five Years: _____)

- Note :
1. Conditional tenders will not be accepted.
 2. Break details of Man power cost must be given as per the format attached.
 3. Bank reserve the right to increase/decrease the Manpower as per requirement.

Signature of the Tenderer with Seal

CHIEF GENERAL MANAGER

Performa for working out wages of workers as per Central Minimum Wages Act												
Category of staff	Precentage		Manager - Highly Skilled	Electrician -Skilled	Helper to the Electrician - Semi Skilled	Fire fighting & fire Detection Operator - Skilled	Helper to the Fire fighting & fire Detection Operator - Semi Skilled	Lift Operator- Semi Skilled	Plumber - Skilled	Gardner- Unskilled	Security Surveillance operator - Skilled	Carpenter - Skilled
Break Up/ Hours of work			8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs
Basic + DA		1										
HRA/Conveyance/ Allowances		2										
Sub Total		3										
ESIC	4.75%	4										
PF	13.15 %	5										
Bonus	8.33 %	6										
Gratuity	4.81 %	7										
Leave Wages	_____ %	8										
Uniform Expenses		9										
Sub total 4 to 9		10										
Service charges		11										
Total per person / 8 hrs (3+10+11)		12										
Total per person / month *		13										
Total		14										
Manpower			1	3	3	6	3	3	1	2	2	1
Manpower cost												
Total												
* Applicable GST will be payable extra by Bank.												

Amount/ percentage for each category shall be filled as per Govt. guidelines only.