

**OFFER DOCUMENT**

**FOR**

**OPERATION OF CENTRALIZED AIR-CONDITIONING PLANT AND COMPREHENSIVE  
MAINTENANCE OF THE LOW SIDE EQUIPMENT IN BANK'S BUILDING AT BANDRA-  
KURLA COMPLEX, MUMBAI**

**Issued by**

**CANARA BANK  
PREMISES & ESTATE SECTION  
CIRCLE OFFICE MUMBAI  
C-14, 'G' BLOCK, BANDRA KURLA COMPLEX, MUMBAI**

**TENDER REF. NO.: 03/MCPE/2021**

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PREMISES & ESTATE SECTION  
C-14, 'G' BLOCK, BANDRA KURLA COMPLEX, MUMBAI

**1. NOTICE INVITING TENDER**

Sealed tenders are invited from reputed agencies for the works mentioned below -

1. Name of the Work : Operation of centralized air-conditioning plant and comprehensive maintenance of the low side equipment in Bank's building at Bandra-Kurla Complex, Mumbai
2. EMD Amount : **Rs.65,000.00** by way of Demand Draft of a Scheduled Bank Drawn in favor of Canara Bank payable at Mumbai.
3. Time of Completion : 3 years from the 1st Day of issuance of the work order by the Bank
4. Contents of the Tender :
  - (A) Notice Inviting Tender
  - (B) Eligibility Criteria
  - (C) General Rules & Instructions to Tenderers
  - (D) Tender Offer and acceptance
  - (E) Form of agreement
  - (F) General Conditions of Contract
  - (G) Additional Conditions of Contract
  - (H) Scope of annual operation and maintenance of plants
  - (I) Price bid
5. Date of Issue of Tender : On 18.06.2021
6. Pre bid meeting at site : Pre-bid meeting will be held at site on 29.06.2021 at 11:30 AM
7. Date of Submission : Sealed Envelopes to be submitted on or before 12.07.2021 upto 3.00 PM
8. Date of Opening : Tenders will be opened on 12.07.2021 at 3.30 PM

TENDER DOCUMENT ISSUED TO: \_\_\_\_\_

Signature and seal of tenderer

## 2. DESCRIPTION AND ELIGIBILITY CRITERIA

### Description

Canara Bank is having an office building complex comprising of double basement, with G+9 floors at Plot No. C-14, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai. Bank invites tenders from reputed agencies/ service providers for **Operation of 3 X 315 TR capacity centralized air-conditioning plant and comprehensive maintenance of the low side equipment in Bank's building at Bandra-Kurla Complex, Mumbai**

The air conditioning system comprises of-

**High Side** - (*Maintenance of chillers is not in the scope of work*)

- a. 315 TR Screw type chilling unit- 03 Nos.

### Low Side

- b. Chilled water pumps  
 i. Primary pump set- 04 Nos. of 15 HP each  
 ii. Secondary pump set- 03 Nos. of 25 HP each  
 c. Condenser water pumps- 04 Nos. of 40 HP each  
 d. Cooling tower- 03 Sets  
 e. AHUs with VFDs- 34 Nos.- Total capacity- 285500 cfm.  
 f. Ventilation & pressurization fans with VFDs- 28 Nos.  
 g. All the electrical control panels in AC plant and AHU room panels

### Eligibility Criteria

No	Criteria	Documents Required
01	The vendor should have minimum of five years of experience in Central Air Conditioning erection/ AMC business as on 31-03-2021.	Copy of work orders/client certificates older than 5 years as on 31.03.2021.
02	The vendor should have experience of successfully carrying out Central Air Conditioning Annual Operation and Maintenance/ Installation works within the last five years ending 31-03-2021, shall be of: at least One work of handling centralized air conditioning plant having screw type chilling unit of 200TR capacity per chiller. <b>OR</b> at least Two works of handling centralized air conditioning plant having screw type chilling unit of 150TR capacity per chiller.	Work order copies along with the completion certificates from the client.

Signature and seal of tenderer

03	The applicant should be an assessee of Income Tax and must possess GST No.	Should submit copy of the income tax, PAN, GST registration certificate.
04	The vendor shall have the average annual financial turnover of at least Rs 1 Crore during last 3 years ending with 31.03.2020.	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. 2017-18, 2018-19, 2019-20.
05	The tenderer should have Positive Net Worth as on 31.03.2020.	The tenderer must produce a certificate from the Company's Chartered Accountant to this effect.  The documents certified by Chartered Accountant should mandatorily contain <b>Unique Document Identification Number.</b>
06	The Bidders desirous of quoting should have a permanent office at Mumbai/ Navi Mumbai /Thane/ Palghar/ Panvel	Copy of address proof for office at Mumbai/Navi Mumbai /Thane/ Palghar/ Panvel
07	The tenderer should submit Integrity pact Agreement duly filled and signed as per Annexure on Rs. 500/- non judicial stamp paper.	Original agreement should be duly attached.
08	The tenderer should not be blacklisted/ debarred company as on the date of submission of RFP by any Government Department/ Financial institution/ Public Sector Unit/ Scheduled Commercial Bank in India.	Tenderer should submit self declaration to this effect in letter head.

We confirm that the information furnished above is true and correct. We also note that, if there any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/ certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

Date:

Signature with Seal:

Name:

Designation:

Signature and seal of tenderer

**3. APPLICATION FORMAT**

PRE-QUALIFICATION OF AGENCIES FOR OPERATION OF CENTRALIZED AIR-CONDITIONING PLANT AND COMPREHENSIVE MAINTENANCE OF THE LOW SIDE EQUIPMENT IN BANK'S BUILDING AT BANDRA-KURLA COMPLEX, 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	2019-20	
2	2018-19	
3	2017-18	
	Average	

Signature and seal of tenderer

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

Signature and seal of tenderer

10. 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:  
Date:

SIGNATURE OF THE APPLICANT

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.	<del>Whether Labour License Certificate is enclosed?</del>	<del>Yes/No</del>
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 /death Insurance</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				

\*\*\*\*\*

Signature and seal of tenderer

#### 4. GENERAL RULES AND INSTRUCTIONS TO OFFERERS

1. Tender documents consisting of specifications, 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](http://www.canarabank.com) and Central Public Procurement Portal (CPPP).

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.

2. 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.~~

3. **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. However MSEs are exempted from paying Tender fee, EMDs as per MSME Act 2012. For getting the benefits in case of MSE firms, contractors / agencies should submit exemption certificate issued from the relevant authorities.

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

Signature and seal of tenderer

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 OF CENTRALIZED AIR-CONDITIONING PLANT AND COMPREHENSIVE MAINTENANCE OF THE LOW SIDE EQUIPMENT IN BANK'S BUILDING AT BANDRA-KURLA COMPLEX, MUMBAI shall be placed and sealed in another big outer envelope superscripted on the top of the envelope as "Offer for OPERATION OF CENTRALIZED AIR-CONDITIONING PLANT AND COMPREHENSIVE MAINTENANCE OF THE LOW SIDE EQUIPMENT IN BANK'S BUILDING AT BANDRA-KURLA COMPLEX, 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 **DIVISIONAL 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 and will be published at Canara Bank's website. 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

**DIVISIONAL 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.

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.

Signature and seal of tenderer

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. Pre bid queries and clarification to Tender :

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

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to the **Divisional Manager, Premises & Estate section, Canara Bank, Circle office, Mumbai** by the intending tenderers before 3:00 PM on **25/06/2021**. No oral or individual consultation shall be entertained.

No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

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

Date	Time	Venue
<b>29/06/2021</b>	<b>11:30AM</b>	Premises & Estate Section, 2 <sup>nd</sup> Floor, 'B' Wing, Canara Bank Circle Office, Plot No. C-14, G Block, Bandra Kurla Complex, Bandra East, Mumbai-51

Signature and seal of tenderer

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

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

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

**12A Amendment to Tender document :**

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment.

Notification of amendments will be made available on the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and will be binding on all tenderers and no separate communication will be issued in this regard.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

**13. 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)

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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 PREVAILING 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.

Signature and seal of tenderer

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.

22.3 In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

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 tenderers found technically acceptable will be short listed and their envelope containing " Price Bid " shall be

Signature and seal of tenderer

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.

Signature and seal of tenderer



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.

31. The finalized tenderer should have all licenses and statutory permissions during the contract period. In case of any penalty imposed on the Bank due to non-compliance of statutory guidelines or not having any of the required licenses, the same shall be recovered from the tenderer.

34. The rate quoted in the tender shall remain valid for a period of '**SIX MONTHS**' from the date of opening of tender, for acceptance by Bank.

35. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.

40. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.

41. Tender shall be quoted on prescribed form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

42. The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.

Signature and seal of tenderer

43. Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.
44. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.

**SIGNATURE OF THE TENDERER WITH SEAL**

Signature and seal of tenderer

## **5. TENDER-OFFER**

I/We have read and examined the Notice Inviting Offer, General Rules and Instructions, General Conditions of Contract, Price Bid, and all other documents referred to in the conditions of contract and all other contents in the offer document for the work.

I/We hereby offer for the execution of the work specified in the offer document 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 offer open for **180** days from the due date of submission thereof and not to make any modifications in its terms and conditions.

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

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

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

Date:     /     /2021

Signature of the Contractor / Offerer

Witness, Name & address:

(Full Postal Address including Pin Code No. & Telephone No.)

1).

2)

Signature and seal of tenderer

**6. ACCEPTANCE**

The above offer (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Employer for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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

a)

b)

c)

Dated this \_\_\_\_\_ day of the month of \_\_\_\_\_ 2021

For & on behalf of the Employer

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

## 7. FORM OF AGREEMENT

This agreement made this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 2021 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head Office, at 112 J.C. Road, Bangalore - 560002 amongst others a Circle Office at Mumbai represented by its duly constituted attorney (hereinafter referred to as the Employer/ Bank) on the ONE PART; and Shri \_\_\_\_\_ S/D/o \_\_\_\_\_ resident of \_\_\_\_\_ the sole proprietor of M/s \_\_\_\_\_ having office at the following address \_\_\_\_\_

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

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

WHEREAS THE Employer/ Bank is desirous of availing **OPERATION OF CENTRALIZED AIR-CONDITIONING PLANT AND COMPREHENSIVE MAINTENANCE OF THE LOW SIDE EQUIPMENT IN BANK'S BUILDING AT BANDRA KURLA COMPLEX, MUMBAI** and has been accepted by the Employer on the terms and conditions as set out therein.

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 Offer
  - b) General Rules and Instructions for the guidance of Offerers.
  - c) The Offer, Letter of Acceptance, Letters from & to the offerer, if any, leading to and prior to acceptance letter.
  - d) General Conditions of contract and clauses of contract along with Annexures thereto.
  - e) Additional Conditions of contract.

Signature and seal of tenderer

f) Price-Bid.

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

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

Signed, sealed and delivered by the said offerer, \_\_\_\_\_ to the Employer  
\_\_\_\_\_ in the presence of:

Signature of the Offerer  
(with seal)

Signature of Authorised representative  
of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

Signature and seal of tenderer

## 8. GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS/ INTERPRETATIONS

- I) The 'Contract' means the documents forming the offer and acceptance thereof and the agreement duly executed between the Employer and the Offerer, together with the documents referred to therein including those conditions, offer agreement. 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 'Supplier' or 'Contractor' shall mean the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and 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 any officer of the Canara Bank, who is specifically authorised to enter into contracts in respect of the above works.
  - c) The 'Engineer-in-Charge' means the Senior Manager / Manager, or Officer, / Engineer and/or Site Engineer who shall supervise and be in-charge of the work or any other authorised representative or person specifically deputed by the 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 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 The Divisional Manager/Assistant General Manager of the Canara Bank (the Employer).
  - g) 'Approval' wherever used shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.
  - h) 'Appellate Authority' shall mean The Deputy General Manager, of the Bank (the Employer).
  - i) '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

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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.

- j) '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 and the installation is fit for usage.
- k) 'Drawings' shall mean all drawings and/or design drawings furnished by the tenderer / sketches duly signed by the authorised Engineer-in-charge or the Consultant on behalf of the Employer before commencement or during the progress of the work
- l) 'Letter of Acceptance' shall mean 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.
- m) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Consultant/Engineer-in-charge and accepted by the Employer. However in cases where completion gets delayed abnormally due to unavoidable reason(s) defect liability period shall be reckoned 12 months from the date of completion or 18 months from the date of supply whichever is earlier.

## 2. SCOPE OF WORKS TO BE CARRIED OUT

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

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

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

2.4 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small

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scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

2.5 In the case of discrepancy between Schedule of quantities, Specifications and/ or the Drawings, the following order of preference be observed -

a) Description in Schedule/ Bill of Quantities	b) Technical Specifications
c) Drawings, if any, prepared for the design	d) BIS Specifications

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

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

2.8 The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer shall, if involving a variation be confirmed in writing to the contractor/s within **3 days**.

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

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

### 3. SITE VISIT

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

Signature and seal of tenderer

#### **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, but he may at his option offer his comments or modifications in a separate sheet of paper attached to original tender papers.

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

#### **5. SIGNING OF CONTRACT & AGREEMENT**

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

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

5.2 The contractor shall pay for all stamps and legal expenses, incidental there to.

#### **7. GOVERNMENT AND LOCAL RULES**

The contractor shall conform to the provisions of all local byelaws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and shall note to obtain the necessary permissions in this regard. 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.

Signature and seal of tenderer

## 8. 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.

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

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

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

## 12. EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT

The tenderer shall furnish **EMD** in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of Canara Bank, payable at Mumbai. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

**12.1 FORFEITURE OF EMD:** Bank reserves the rights to cancel the order and forfeit the EMD if,

- Security Deposit is not submitted within the stipulated time;
- Agreement is not entered within stipulated time;
- The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the contractor fails to enter into a formal agreement or fails to commence the work within the stipulated time.

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**12.2 SECURITY DEPOSIT:** The successful bidder should submit a Security Deposit for 3% value of the total contract value within fourteen days from the date of acceptance of the tender for due performance of the Contract. The Security Deposit can also be submitted by way of Bank Guarantee issued by a Scheduled Bank in India other than Canara Bank.

The Bank Guarantee should be valid for 36 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity.

**12.1 Repayment of Retention Money (Total Security Deposit):**

The retention amount will be refunded to the contractor at the end of the contract period subject to satisfactory work carried out by the contractor.

**13. FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

- i) The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the NIT, the contractors should undertake their own assessment and design the plant and system required. If the contractor finds any discrepancies, it should immediately be brought to the notice of the Employer.
- ii) The tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design/ installation.
- iii) The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.
- iv) The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer.
- v) The contractor shall at all times give access to workers employed by the Employer.
- vi) All tools, equipments and other required facilities for execution of work shall be provided by the contractor.
- vii) Any facilities available at site shall be utilised only with prior permission of the Employer or Building society or the in-charge of the site/ building owner and

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cannot be taken as granted and for such services and utilities, the Employer is entitled to charge at his discretion.

viii) Contractor shall provide and maintain all measuring instruments, including steel tape at all time for properly carrying out the work and for the use of the employer including employing skilled attendants and site engineer at site.

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

#### **14. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS**

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

#### **17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

17.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International), and/ or Statutory Authorities, with whose system and design or technical know how are/were proposed to have connection with this work. So also the contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

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

17.3 The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in

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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.

## **18. CLEARING SITE AND SETTING OUT WORKS**

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

## **19. DISPOSAL OF DANGEROUS/ WASTE MATERIALS**

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

## **20. ACCESS**

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

## **21. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

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

21.2 If required by the Employer the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc. under test conform to relevant Bureau of Indian Standards and/ or as specified in the

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specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor.

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

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

## 22. REMOVAL OF IMPROPER WORK

22.2 In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental hereto as certified by the Employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate that may be given by the employer, shall relieve the contractor from his liability in respect of unsound work or bad materials or design.

## 23. CONTRACTOR'S EMPLOYEES

23.1 The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Employer.

### 23.2 No Child Labour

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

### 23.3 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

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modifications thereof or any other laws relating thereto and the rules made there under from time to time.

23.4 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.

23.5 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.

## 23.6 COMPLIANCE OF LABOUR REGULATIONS

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

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 or Employer 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.

## 24. DISMISSAL OF WORKMEN

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

## 25. 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.

Signature and seal of tenderer



## **26. DAMAGE TO PERSONS, WORKMEN AND PROPERTY, INSURANCE**

- 26.1 Damages to persons: The Tenderer shall be responsible for all injury/ damage caused to the work or workmen or to any 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 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.
- 26.2 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.
- 26.3 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.
- 26.4 Damages to property: The Tenderer shall reinstate all damage on 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.
- 26.5 The tenderer shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.
- 26.6 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.
- 26.7 If the tenderer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground

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contiguous to the premises on which the work or any part is being executed, or to any property of the residents if any damage shall happen to the work or property 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/ Architect 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.

**26.8 INSURANCE:** In his own interest the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 10 days from the date of issue of letter of acceptance unless otherwise instructed.

## 27. ACCOUNTS RECEIPTS & VOUCHERS

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

## 29. PAYMENT TERMS, ADVANCE PAYMENT & ITS RECOVERY

**29.1 Payment Terms:** Payment shall be made on the following basis-

- a) Payment for manpower- Manpower charges will be reimbursed on monthly basis at the end of each month.
- b) **CAMC charges-** CAMC charges for low side works will be paid quarterly in advance.
- c) **Replacement of spares-** Payment will be made upon satisfactory completion of work

### 29.7 FINAL PAYMENT

(deleted)

## 30. VARIATION/ DEVIATION

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- (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
- (b) In the event of any deviation being ordered which in the opinion of the tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".

### **32. PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION**

- 32.1 The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection, the contractor shall inform the Employer that they have completed the work and it is ready for inspection.

### **34. DEFECTS AFTER COMPLETION**

- 34.1 In case of specialized work based on the contractors own design and their standard manufacturing product incorporated in the works and in the event of the design of the system being defective or any components used found to be defective on account of manufacturing defects or otherwise forcing, any improvement thereof to be implemented or undertaken to rectify such inherent defects, notwithstanding additional cost of components or design modification, they shall be undertaken at contractor's own cost.
- 34.2 In default, the Employer may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor failing which the same shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained under clause no 12 together with any expenses the Employer may have incurred in connection therewith.

### **35. CONCEALED WORKS**

(deleted)

### **36. ESCALATION**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and till the completion of work and will not be

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subject to any fluctuation due to increase in cost of materials, labour, GST, etc. unless specifically provided in these documents.

### 37. IDLE LABOUR

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

### 38. SUSPENSION OF WORKS

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

i) If the contractor having been given by the Employer, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, the contractor fails comply with the requirement of such notice within a reasonable time as decided by the employer.

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

iii) If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.

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

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

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

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

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

### **39. TERMINATION OF CONTRACT BY EMPLOYER**

- 39.1 (a) part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer -in-Charge;
- or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge;
- or
- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Engineer-in-Charge;

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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 favoring 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 with his knowledge, unless the particulars of any such omission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Engineer-in-Charge;

or

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

or

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

or

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

or

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

or

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

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

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39.1.3 The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree -  
(a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/ or  
(b) to carry out the incomplete work by any means at the risk and cost of the Tenderer.

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

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

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

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

#### **40. SETTLEMENT OF DISPUTES AND ARBITRATION**

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

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40.2 (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 Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of two months from the receipt of the tenderer's letter.

40.2 (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, indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

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

- a) 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.
- b) 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.
- c) 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

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entitled to proceed with the reference from the stage at which it was left by his predecessor.

- d) It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Point 40.2 above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.
- e) 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.
- f) 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.
- g) 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.
- h) The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- i) 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.
- j) The award of the Arbitrator shall be final and binding on both the parties

#### **41. RIGHT TO AUDIT/ TECHNICAL EXAMINATION**

The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made even after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the tenderer under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the tenderer shall be liable to refund the amount of over-payment and it shall be lawful for the

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Employer to recover the same from him in the manner prescribed in clause 47 or in any other manner legally permissible and if it is found that the tenderer was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the tenderer, without any interest thereon;

Provided that the tenderer shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the tenderer on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

#### **43. FORECLOSURE OF CONTRACT IN FULL OR IN PART**

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates for works executed at site.

#### **44. REINSTATEMENT ITEMS**

In case of items like making good new work and matching the finish with the existing one, the work will have to be done perfectly. In this case Employer's decision will be final regarding the acceptability of finish. If the reinstatement is not accepted by the Employer, the same will have to be done again to his satisfaction at no extra cost.

#### **45. NON-AVAILABILITY OF ANY MATERIALS**

If for some reasons, materials mentioned in the Approved Brand of Manufacturers or the Bill of Quantities are not available; the same shall be brought to the notice of the Employer in writing by the Contractor. No alternative material shall be used without Employer's written approval. Refer also clause 31 in this aspect.

#### **46. 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

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- cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalisation or adjudication of any such claim.
- (b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Employer or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or with such other person or persons.
- (c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contracts governed by the arbitration clause) or by the competent court, as the case may be and that the tenderer will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the tenderer. For the purpose of this clause, where the tenderer is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have alien 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.

#### 47. EXTERNAL INSPECTION & AUDIT

- (i) All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Employer or any designated auditor/ officials of the Employer and of the Chief Technical Examiner's Office under Central Vigilance Commission.
- (ii) If it shall appear to the Engineer-in-Charge or to the Engineer in charge of Quality Control or any designated auditors/ officials of the Employer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Bank Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in

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

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

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

Signature of the Contractor/ Tenderer (With Seal)

I/We have read the tender document, its terms & conditions, aware of the scope of work, site conditions, specifications and the price-bid are quoted accordingly.

Signature of the Contractor/Tenderer (with Seal)

Place:

Date:

Signature and seal of tenderer

## 9. ADDITIONAL CONDITIONS OF CONTRACT

1. The work shall be carried out in accordance with the General Specification for Electrical works of CPWD amended upto date, relevant I.E. rules and as per directions of Engineer-in-charge.
2. The contractor will carry out preventive maintenance /checks and operation as per CPWD specifications/respective standard trade practice and as per details mentioned elsewhere in the tender.
3. The contractor shall arrange to render efficient services outlined above. However, in case he fails to maintain the service to the satisfaction of the Engineer-in-charge and the Department has made any expenditure to maintain the installations by alternate arrangement, the expenditure thus incurred will be recovered from the contractor, for which decision of Engineer-in-charge shall be final.
4. The A.M.C. shall be taken only for equipment working in all respects. Before entering into A.M.C., representative of the firm shall visit the site and ascertain the proper functioning of equipment and its sub-assemblies.
5. Only bonafide contractor's persons shall be allowed in the premises for carrying out the maintenance work.
6. The contractor shall be responsible for any accident occurring during the period of the maintenance or any other work is being attended by the contractor.
7. The contractor shall be responsible for any damage caused to the equipment/building during the execution of the maintenance work.
8. During the period of A.M.C. firm shall provide the following services.  
**Preventive Maintenance Calls** : Once in a week i/c inspection safety equipment , cleaning of panels, adjusting sensitive parts and safety parts.  
**Break Down Calls** : As required or requisitioned from time to time.  
**Reach Time** : Every effort Shall be made to attend to any complaint within 4 hours.  
**Major Breakdown Repairs** : May take up to 24 hours from the date and time of complaint with consultation of Engineer-in-charge.
9. In case of any major defects founds in the system during checking it should be informed to the Engineer-in-charge and defects should be rectified immediately.
10. Any abnormality in electrical installation or major fault should be brought into the notice of Engineer-in-charge.
11. Nothing shall be paid for replacement of any spare.
12. The tendered rates quoted by the contractor shall be firm and final. Nothing extra will be paid on this account except GST which will be payable extra by the bank.
13. Payment for manpower- Monthly charges will be reimbursed after completion of work.  
CAMC charges- CAMC charges for low side works will be paid quarterly in advance.
14. A suitable record for the work done will have to be maintained by the contractor.
15. Contractor is liable to provide all necessary electrical precautionary measure to his staff and all the local safety and security regulations shall be observed strictly.

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16. The Department reserves the right to terminate this contract without giving any prior notice, at any time if the performance of the contractor is found unsatisfactory.
17. The monthly report detailing the nature of the service carried out, the defect observed to be supplied to the Engineer-in-charge.
18. In case of any accident during the operation/maintenance of the equipment leading to injuries/damages to human being equipment and or loss of life, the contractor shall be fully responsible for settling all claims and indemnify the Department against any claims arising out of such accidents, consequential damages to other systems will however be not recoverable from contractor.
19. Any break-down call or complaint reported to the contractor verbally or in writing shall be attended promptly.
20. All the material used for the comprehensive maintenance for the chiller should be OEM certified material.

Signature of the Contractor/ Tenderer (With Seal)

I/We have read the tender document, its terms & conditions, aware of the scope of work, site conditions, specifications and the price-bid are quoted accordingly.

Signature of the Contractor/Tenderer (with Seal)

Place:

Date:

Signature and seal of tenderer

## **10. SCOPE OF ANNUAL OPERATION AND COMPREHENSIVE MAINTENANCE OFLOW SIDE EQUIPMENTS OF CENTRALISED AIR CONDITIONING PLANT**

**Note- AMC of Chiller is not in the scope of the vendors**

1. Central air conditioning plant of 3\* 315TR capacity has been installed at our BKC building by CPWD during the year 2013. The air conditioning system comprises of-

### **High Side**

1. 315 TR Screw type chilling unit- 03 Nos.

### **Low Side**

2. Chilled water pumps
    - a. Primary pump set- 04 Nos. of 15 HP each.
    - b. Secondary pump set- 03 Nos. of 25 HP each.
  3. Condenser water pumps- 04 Nos. of 40 HP each.
  4. Cooling tower- 03 Sets
  5. AHUs with VFDs- 34 Nos.- Total Capacity- 285500 cfm.
  6. Ventilation & pressurization fans with VFDs- 28 Nos.
  7. All the electrical control panels in AC plant and AHU room panels
2. The contract shall provide operation, fully comprehensive service on the AC plants & hot water generators, will lay emphasis on planned preventative maintenance practices, safety requirements and proper care of machinery & equipments to achieve proper inside conditions.
  3. The work shall be executed as per CPWD general specifications & for HVAC works 2004.
  4. The rates quoted by the contractor shall be firm. No extra payments are admissible on any account except GST which will be payable as per actual.
  5. The scope of maintenance includes all kind of repairs, replacement of spares, refrigerant gas, oil etc. These spares shall be replaced with the same type, make and quality. However, if the same is not readily available in market, the alternate item should be got approve by the Bank before use at site. All damaged and broken parts/ accessories/ equipments, shall be replaced by the Bank at the risk and cost of the contractor. The following are required to keep the A.C. Plant & services operational, however this is an indication only except for exclusion in clause-6, all repair/replacement etc. is included in the scope of this contract.
    - a) The Plant will be serviced four times in the contract period. One of these services will be rendered positively before the onset of summer to ensure

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trouble free working of the Plant during the summer. The next service will be rendered in each quarter after the summer season. Break down calls will be attended to during the contract period immediately.

b) Checking the functioning of Chiller Unit/AHU/Pumps/Cooling Tower/Controls and all such equipments covered under this contract.

c) Free replacing of defective/worn out parts with new or repaired parts for compressor/ thermostat/cut outs.

d) Repairing of equipments as prescribed in the schedule of work.

e) Descaling of the condenser will be carried out once in a year. If fouling exceeds the prescribed limit, the contractor shall carry out cleaning the tubes at this own expense.

f) Cleaning of evaporator coils/ replacement of pre-filters based on assessment and working parameters of the plant.

g) Rectification of defects immediately if noticed during the preventive maintenance visit of the qualified personnel. The contract shall include emergency call back service at all hours round the clock.

h) Rewinding of all motors of AC installations like compressor motor, condenser & chilled water pump, Motor, CT fan motor, AHU blower motor and other motors meant for AC system.

i) Replacement of spares of microprocessor units such as motherboard, micro card, electronic parts & all other parts as required to be replaced to keep the microprocessor unit in perfect working orders.

j) Replacing of spare parts of all machinery, equipments, electrical panels etc due to normal wear & tear.

k) Following consumable material as and when required shall be supplied free of cost by the contractor.

(i) All oils and greases required for lubrication of compressors, fan bearings, motors bearings, pivots and other moving parts.

(ii) All refrigerant required for topping up. Refrigerant loss if due to negligence shall be made good by the contractor.

(iii) Compressor oil once in a year or more as per requirement.

(iv) Dryers.

(v) All consumable filter elements/rolls.

(vi) All chemicals for the correct chemical treatment of the cooling tower and chilled water system & chemical for descaling.

(vii) All cleaning material for AC plant room, AHU rooms, machinery & equipment.

(viii) Gland dori for pump sets.

(ix) Any other consumable as may be required to keep the AC plant in perfect working order.

x) Inspection and maintenance schedule shall be carried out as detailed elsewhere in the note.

6. Following are excluded from the scope of work

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- a) Replacement/modification of electrical cabling, electrical switch board.
  - b) Masonary structure & carpentry work.
  - c) False ceiling & any painting work.
  - d) Replacement of sheet metal ducting/grills/diffusers/insulation.
  - e) Replacement of pipes.
10. Log book as per standard proforma will be supplied by the contractor and have to be filled in by the contractor's staff. The log book will be kept in the plant room which will be checked by the Bank officials. The contractor will have to take action as per direction of Bank officials or his representative from time to time.
  11. Contractor shall be maintaining history cards of each equipment. There will be check list for preventive maintenance to be carried as per attached maintenance schedule. Contractor shall be providing all the necessary maintenance services and the same shall be recorded in the history cards of the equipment with date. Copy of this history card shall be submitted to Bank officials for the records.
  12. No Tools and Plant (T&P) will be supplied by the **Bank**.
  13. Water and electricity will be supplied free of cost for the work/staff at site of work.
  14. The contractor will maintain attendance register for the staff at site which will be checked by the Bank officials.
  15. The AC Plant/AHU rooms with all machinery and equipments, cooling tower sump, AHU's etc. will have to be maintained in presentable condition & kept clean for which nothing extra shall be paid.
  16. All materials including cleaning material required at site shall be supplied by the contractor for which nothing shall be paid extra.
  17. Proper uniform & identity cards shall be issued by the firm to the staff deputed at site for which nothing extra shall be paid.
  18. Bank shall not be liable for any disputes of whatever kind that might arise between the contractor and the staff engaged by him in the course of rendering service under this contract. The contractor shall be fully responsible to pay the entire compensation act in the event of accident, or loss of life etc. Bank will not be responsible in any way.
  19. Since the plant are catering to the AC requirements of Canara Bank, which is a very important building hence the contractor will have to attend any fault/breakdown immediately. If the desired staff is not deputed in reasonable time, Bank officials will be at liberty to employ staff to get the work done by

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other agency at the risk and cost of the contractor for which decision of Bank officials will be final and binding.

20. (deleted)

21. (deleted)

22. In case of any damage to any machine, equipment and building on account of negligence of contractor's staff, the same will have to be made good promptly at his own cost, & to the entire satisfaction of the Bank officials failing which, suitable recovery will be made from the contractor's bill.

23. During the running of the contract the responsibility of physical custody of the plant will rest on the contractor.

**24. Bank reserves the right to terminate the contract before the expiry of the period without assigning any reason thereof.**

25. After the expiry of the contract, the plant will be handed over back to the Bank in similar condition as was handed over to the contractor at time of start of the contract except normal wear and tear and the part of which the contractor is not responsible, failing which recovery will be made from contractor's final bill. The decision of Bank shall be final and binding.

26. The firm has to intimate their contact numbers to log the complaints.

28. Suitable recovery shall be made from the bill of the contractor for any shortcoming/discrepancy in Comprehensive maintenance and operation work and/or non-functioning of AC plant as per client requirement during the contract period.

29. Specific duties of operators:

- a) Routine operation of the system as per requirement
- b) Seasonal starting and stopping of the system as per requirement.
- c) Operations like pump down, removing and charging refrigerant, purging, leak testing, evacuation and dehydration etc.
- d) Cooling water and chilled water system leakage detection in the plant.
- e) All other routine inspections to ensure smooth running of the plants as well as those which are otherwise related to satisfactory plant operations, viz., safety related checks.
- f) Performing all the operations according to standard methods, without damaging other working parts of the system.
- g) Maintaining and submitting monthly presence record to Section Head / Division Head / Premises and Estate section along with the routine bill.

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h) Taking adequate insurance cover against all risks for the persons deployed by the contractor.

30. Operation time:

The period of operation in terms of days and time during the tenure of contract shall be as follows:

- a) Normal Time of operation: 8:00 a.m. to 8:00 p.m or as per Bank exigency.
- b) Normal Operation in a week: Monday to Saturday.

31. Manpower arrangement:

The tenderer if awarded the contract shall deploy the following manpower for operation and maintenance of plants:

a) **Supervision:**

Supervisor:-1 No.

The tenderer if awarded the contract, shall depute a **Supervisor cum Electrician** (Diploma holder in Mechanical/Refrigeration & AC/Electrical) having work experience of **at least 5 years** in the Air conditioning/Refrigeration field) who will be responsible for day to day planning of operation/maintenance/material and spares arrangement during regular shift / office hours and he shall co-ordinate with the Section Head/Division Head, Premises and Estate section to seek clarifications and instructions related to the work contracted to the tenderer. Duty time will be from 10:00 AM to 6:00 PM

b) **For operation of plants:**

(i) Skilled operator:- 1 No.

1 No. of ITI / Equivalent in Refrigeration & Air conditioning qualified **skilled operator** (in each shift) with at least 3 yrs. relevant experience in the similar work. Duty time will be from 8:00 AM to 8:00 PM.

(ii) Semi skilled mechanic/ helper:- 2 Nos.

2 Nos. of **semi skilled mechanic/** helper with enough experience in similar work. Duty time will be from 8:00 AM to 8:00 PM.

c) **For Maintenance of plants:** The operators for operation of the plants can be utilized for maintenance related activities if plants are not in the operations. But if situation demands additional manpower, then successful tenderer shall deploy additional manpower for maintenance of plants:

d) **Contractors' personnel police verification details:**

The contractor must have to submit police verification of character of all personnel deputed at our office premises at BKC. The contractor also must submit an attested copy of any one of the Govt. issued ID card (Voter card/ Driving License/ Passport/ Pan card/equivalent)

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**e) The Contractor shall be Responsible for:**

(i) Deployment of operators in the main plant rooms on continuous basis.

(ii) Withdrawing the operator/s / mechanic/s who is / are not found suitable according to the opinion of the Section Head/Division Head, Premises and Estate section and replacing him / them with suitable persons.

(iii) Deployment of suitable persons as per the contract for taking over and carrying out operation and maintenance of the plants and equipments in consultation of Section Head/Division Head, Premises and Estate section. Deployment of persons who are not qualified and experienced for carrying out the work shall not be permitted. (Proof of qualification of manpower to be submitted at the time of taking over the plants)

(iv) Complying with the requirements of security for regulating entry of the persons deployed for the contract. Further, in and out time of the persons deployed by the contractor for various activities under this contract shall be recorded in the prescribed register at the Main Gate. The Contractor shall be required to keep a similar register with the supervisor / Section Head / Division Head of Premises and Estate section.

32. Penalty in case of failure to provide Manpower as per Clause 31 above-

a) Penalty for absence of Supervisor cum electrician is Rs.1000/- per day shall be recovered from the routine bill of the contractor.

b) Penalty for absence of qualified skilled Operator is Rs.800/- per day shall be recovered from the routine bill of the contractor.

c) Penalty for absence of semiskilled person is Rs.600/- per day shall be recovered from the routine bill of the contractor.

The above penalty shall be in addition to the consequential loss the employer may incur for substituting the persons with same number or more for running the system in view of the failure of contractor to provide manpower.

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## 11.SCHEDULE FOR COMPREHENSIVE MAINTENANCE OF CENTRAL AIR CONDITIONING PLANT

Equipment	Frequency	Activities
Chiller, Pump Panel, Cooling Tower and other installations	Daily	<ol style="list-style-type: none"> <li>1. Check oil level for compressor.</li> <li>2. Check oil pressure for compressor.</li> <li>3. Check flow switch operation.</li> <li>4. Check water pressure drops.</li> <li>5. Check oil filters and dryers.</li> <li>6. Checking of refrigerant level.</li> <li>7. Checking, operation of motor and starter panel.</li> <li>8. Inspection of chiller and safety controls.</li> <li>9. Check water leveling of cooling tower.</li> <li>10. Check water filling arrangement/ float valve condition in cooling tower.</li> <li>11. Check operation of local stop switch of cooling tower.</li> <li>12. To record reading of various parameters as per logbook on hourly basis. Necessary action is to be taken if the reading is not normal.</li> <li>13. Drain out the water from AC plant/ cooling tower/ AHU room, etc.</li> <li>14. To clear, sweep the area of entire AC plant room/ AHU room/ cooling tower, etc.</li> </ol>
Chiller	Monthly	<ol style="list-style-type: none"> <li>1. Check refrigerant level, gas leak test with electronic leak detector. If abnormal, trace and rectify as necessary. Inform department in writing on the rectification.</li> <li>2. Inspect level and condition of oil. If abnormal, trace and rectify as necessary. Inform department in writing on the rectification.</li> <li>3. Check liquid line sight glasses for proper flow.</li> <li>4. Check all operating pressure and temperature.</li> <li>5. Inspect and adjust, if required, all operating safety controls.</li> <li>6. Check capacity control, adjust if necessary.</li> <li>7. Lubricate vane/linkage/bearings.</li> <li>8. Visually inspect machine and associated components, and listen for the unusual noise or sound for evidence of unusual conditions.</li> <li>9. Check lock bolt and chiller spring mount.</li> <li>10. Review daily operating log maintained by departments operating personnel.</li> <li>11. Providing written report to Department, outlining the services carried out, adjustments</li> </ol>

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		made, rectification carried out and if the deficiency is of the major nature, arrange with department for shut down to rectify equipment.
Chiller	Six monthly	1. Checking of control and safeties/microprocessor accessories.
Chiller	Annual	1. Perform all functions for monthly check. 2. Check all flanges for tightness. 3. Check oil in oil sump. 4. Replace filter. 5. Check oil temperature control. 6. Check motor terminals. 7. Check connections in starter.
		Please note that oil filter gasket replacement shall deem to be including In the contract.
		1. Check Motor Earthing, Megger motor and connection wiring on each leg. 2. Check motor temperature cut-out, tighten motor terminals. 3. Check starter contacts, arc shield transformer. 4. Check dashpot oil, clean dashpot and replace oil when necessary. 5. Test and calibrate overload setting. 6. Inspect, calibrate and adjust to original specifications all gauges, safety and operating controls including low temperature and high pressure cutout, oil pressure switch, load limit relay and electrical interlocks. 7. For water cooled condenser systems, inspect condenser tubes for fouling. Carry out descaling of condenser if fouling exceeds original specifications, the contractor shall carry out cleaning of the tubes at his own expense. 8. Descaling of chiller. 9. Check compressor foundation bolts. 10. Check evaporator and condenser water flow.
Water pumps	Monthly	1. Inspect all water pumps. 2. Check all seals, glands and pipelines for leaks and rectify as necessary. 3. Re-pack and adjust pump glands as necessary. 4. Check all pump bearing and lubricate with oil or grease as necessary. 5. Check the alignment and condition of all rubber couplings between pumps and drive motors and rectify as necessary.

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		6. Check all bolts and nuts for tightness and tighten as necessary.
Water pumps	Annual	<ol style="list-style-type: none"> <li>1. Perform all functions for monthly checks</li> <li>2. Check motor earthing, meggar motor and connection wiring on each leg.</li> <li>3. Tighten motor terminals</li> <li>4. Check starter contacts</li> <li>5. Test and calibrate overload setting</li> </ol>
Expansion tank	Annual	1. Inspect expansion tank, Drain, clean and flush out tanks as necessary.
Air Handling Units and fan coil units	Monthly	<ol style="list-style-type: none"> <li>1. Inspect all air handling and fan coil units.</li> <li>2. Check all air filters and clean or change filters as necessary.</li> <li>3. Check all water coils, seals and pipelines for leaks and rectify as necessary.</li> <li>4. Check and re-calibrate modulating valves and controls. Adjust and rectify as necessary to ensure compliance to the original specifications.</li> <li>5. Purge air from all water coils.</li> <li>6. Check all fan bearings and lubricate with grease as necessary.</li> <li>7. Check the tension of all belt drives and adjust as necessary.</li> <li>8. Check and clean all the condensate pans, trays and drains.</li> <li>9. Check measure and re-calibrate all sensors if necessary.</li> <li>10. Check spring vibration isolators for abnormal vibration. Rectify if necessary.</li> <li>11. Coil to be cleaned by (a) spray of high-pressure clean water (not exceeding 30 pounds per square inch (b) with chemical spray, if necessary.</li> </ol>
Air Handling Units and fan coil units	Quarterly	<ol style="list-style-type: none"> <li>1. Inspect visually.</li> <li>2. Carry out coil cleaning.</li> <li>3. Carry out fins cleaning.</li> </ol>
Air Handling Units and fan coil units	Annual	<ol style="list-style-type: none"> <li>1. Perform all functions for monthly checks.</li> <li>2. Tighten motor terminals.</li> <li>3. Check starter contacts.</li> <li>4. Test and calibrate overload settings.</li> <li>5. Check motor alignment &amp; foundation bolts/ belt guard.</li> <li>6. Check motor insulation.</li> <li>7. Volute cleaning and blower.</li> </ol>

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		8. Carryout bearing lubrication. <b>9. Descaling of All AHU and Fan Unit</b>
Air distribution system	Monthly and annual	1. Check operation of all modulating and fixed dampers controlling air flow through unit. Lubricate all damper bearings and linkages as necessary. 2. Carry out space temperature checks on air-conditioned areas with thermo hydrograph. Balance air flow as necessary to compliance with requirements of original specifications. These checks include the calibration of sensors, thermostat, etc. 3. Check noise level of discharged air from diffusers.
Switch board	Six-monthly and annual	1. Clean and adjust all switch gear, contractors, relays and associated electrical equipment at intervals not exceeding ten months. 2. Check and prove operation of thermal over load and protection devices. 3. Check and ensure tightness of all equipment fastenings and cable terminations within switch boards. 4. Vacuum clean all switch board cubicles.
Piping system	Monthly and annual	1. Check all piping system for leaks and repair these where they have occurred. 2. Check for damage & deterioration of insulation or sheathings. Rectify as necessary.
Cooling tower	Monthly	<b>Cleaning of cooling tower basin.</b>
Cooling tower	Annual	1. Grease the bearing motor. 2. General maintenance and overhaul of motor as and when required. 3. Inspection of nozzles as per requirement. 4. Cleaning of Fills.
Strainer	Six monthly	Carry out cleaning of strainer.
Cooling Tower Pipe Line	Annually	Painting of Cooling Tower & Pipe Line with Red Oxide and Epoxy Paint Asian Make
Cooling Tower Chemical Dosing	Daily	<b>Providing and Fixing Chemical dosing Pump with necessary chemicals for the correct chemical treatment of the cooling tower and chilled water system &amp; chemical for descaling.</b>

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## ANNEXURE - A

### 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

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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
    - (i) 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

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## ANNEXURE - B

### 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 20\_\_\_\_, 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

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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

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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

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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

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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

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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

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- 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

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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)  
Contractor)

(For & On behalf of Bidder/

(Office Seal)

(Office Seal)

Place:

Date :

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

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**SELF DECLARATION: REGARDING COMPANY NOT BEING BLACKLISTED**

Ref:

Date:

To,  
The Divisional Manager  
Canara Bank,  
Premises & Estate Section,  
Head Office, Bengaluru

In response to the tender No. \_\_\_\_\_ dated \_\_\_\_\_ as owner/ partner/  
Director of \_\_\_\_\_ I/We hereby declare that our  
Agency is having unblemished past record and was not declared ineligible for corrupt  
& fraudulent practices either indefinitely or for a particular period of time. We have  
not been blacklisted by IBA or any other agency in the past. We also undertake that  
no employee of Canara Bank is in any way connected with or directly involved in the  
management or activities of our company.

I/We further declare that there has been no damage to records at any of our facility  
due to FIRE / BURGLARY.

Signature:

Name:

Designation:

Seal:

Signature and seal of tenderer

## PRICE BID

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

(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	<b>Operation of centralized air-conditioning plant and comprehensive maintenance of the low side equipment in Bank's building at Bandra-Kurla Complex, Mumbai</b>
<b>Condition of price bid</b>	
GST	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	Payment for manpower- Manpower charges will be reimbursed on monthly basis at the end of each month. CAMC charges- CAMC charges for low side works will be paid quarterly in advance. Replacement of spares- Payment will be made upon satisfactory completion of work
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 stipulated by the Ministry of Labours, Government of India, or Government of Maharashtra, whichever is higher 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 Contractor	Though the rates are sought for three years, the contract will be renewed every year depending upon the satisfactory service of the agency/contractor.

Signature and seal of tenderer

**PRICE BID-**

Sr. No.	Description of item	Amount (Rs) for 1 <sup>st</sup> year	Amount (Rs) for 2 <sup>nd</sup> year	Amount (Rs) for 3 <sup>rd</sup> year	Total Amount (Rs)
1	Comprehensive maintenance of Low Side equipment of 3 x 315 TR capacity centralized air conditioning plant installed at Canara Bank, Bandra Kurla Complex, Mumbai that include- a. Chilled water pumps i) Primary pump sets= 04 Nos. ii) Secondary pump set= 03 Nos. b. Condenser water pumps= 04 Nos. c. Cooling tower= 3 sets d. AHUs with VFDs= 34 Nos. e. Ventilation and Pressurization fans with VFDs= 28 Nos. f. All the electrical control panel in AC plant and AHU room panels g. Cooling Tower Chemical Dosing				
2	Operation of 3 x 315 TR capacity centralized air conditioning plant installed at Canara Bank, Bandra Kurla Complex, Bandra (E) from 08:00 AM to 08:00 PM on all days. <b>(Separate break up of rates to be provided in Annexure-1)</b>				
3	Cost of replacement of spares of low side equipments within a period of 6 months from the date of takeover of charge. <b>(Separate break up of rates to be provided in Annexure-2)</b>				
<b>NET TOTAL</b>					

Total amount in words- \_\_\_\_\_

**(Applicable GST shall be payable extra by the bank)**

Date:

Place:

Signature and Seal of contractor

Signature and seal of tenderer

**ANNEXURE-1**

**Break up of rates for Operation of centralized air-conditioning plant and comprehensive maintenance of the low side equipment in Bank's building at Bandra-Kurla Complex, Mumbai**

Sr. No.	Desc.	Nos.	For 1 <sup>st</sup> Year		For 2 <sup>nd</sup> Year		For 3 <sup>rd</sup> Year	
			Rate (Rs.) per month	Total Annual Amount (Rs.)	Rate (Rs.) per month	Total Annual Amount (Rs.)	Rate (Rs.) per month	Total Annual Amount (Rs.)
1.	Supervisor	1						
2.	Skilled Operator	1						
3.	Semi Skilled Mechanic/ Helper	2						
	<b>TOTAL</b>							

**Date:**

**Place:**

**Signature and Seal of contractor**

Signature and seal of tenderer

**ANNEXURE-2**

Sr. No.	Description of item	Qty.	Unit	Rate (Rs.)	Amount (Rs.)*
A	Dismantling of existing valves and Providing and installing of Brand new Butterfly / Gear valve PN16 SS 304 (Make- Audco, C&R, Leader, Castel, Zoloto) with Nut and Bolt , Joint Sheet etc compete in all respect .				
1	40 mm size (Butterfly Valve)	2	Nos.		
2	50 mm size (Butterfly Valve)	18	Nos.		
	80 mm size (Butterfly Valve)	40	Nos.		
3	100 mm size (Butterfly Valve)	6	Nos.		
4	200 mm size (Butterfly Valve)	16	Nos.		
5	300 mm size (Gear Valve)	10	Nos.		
B	Providing and fixing of Pipe Insulation with Aluminium cladding thickness matching with existing Insulation				
1	80 mm size	40	RMT		
2	50 mm size	50	RMT		
3	100 mm size	40	RMT		
4	125 mm size	20	RMT		
5	250 mm size	22	RMT		
C	Removal of existing Water pressure gauge and siphon ball valve set and Providing and fixing of water pressure gauge and siphon ball valve set S. S. (H GURU make) complete in all respect	20	Set		
D	Removal of existing actuator and Providing and fixing of 3 way Actuator (SIEMENS / HONEYWELL make) complete in all respect	15	Nos.		
	<b>TOTAL</b>				

\* Applicable GST shall be payable extra

Signature and seal of tenderer