



(A Government of India Undertaking)

TECHNICAL BID

for

Shifting and re-installation of 400 KVA DG set and connected electromechanical & civil works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018

Tender Ref: COCHN/GENSHIFT/RFP-4/2021

Issued by:	The Divisional Manager Premises & Estate Section, Circle Office, Chennai Ph: 044 24326011, 24349350 Email: pecochn@canarabank.com
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CONTENTS

NOTICE INVITING TENDER (NIT)	3
A. ELIGIBILITY CRITERIA	4
B. BRIEF DETAILS OF THE WORK	5
C. GENERAL RULES & INSTRUCTIONS TO APPLICANTS	6
D. GENERAL CONDITIONS OF CONTRACT	10
E. SPECIAL CONDITIONS OF CONTRACT	32
F. METHOD OF SELECTION OF CONTRACTOR	34
G. CONDITIONS OF CONTRACT	35
H. BIO-DATA FORMAT	40
I. DECLARATION	42
PROFORMA - A - DETAILS LIST OF RELATIVES WORKING IN CANARA BANK	43
PROFORMA - B- AUTHORIZATION LETTER	44
PROFORMA - C - CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS ...	45
PROFORMA - D - AGREEMENT FORMAT	46
PROFORMA - E -UNDERTAKING LETTER	48
PROFORMA F - FORMAT OF INDEMNITY BOND	49
APPENDIX-1 - IMPORTANT TERMS	50
APPENDIX-2 - RUNNING A/C BILL FORMAT	51
APPENDIX -3 - CERTIFICATE FOR PAYMENT	52
APPENDIX- 4 - MEASUREMENT CERTIFICATE	53
APPENDIX-5 - FORMAT FOR RATE ANALYSIS OF ITEMS	54
TECHNICAL SPECIFICATIONS	55
LIST OF APPROVED MAKES	56
LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED	57
DRAWING	58
FINANCIAL BID	60

NOTICE INVITING TENDER (NIT)

The Canara Bank Circle Office, Chennai proposes to shift the existing 400 KVA DG set to new location near substation including connected electromechanical works and invite Offers from eligible contractors in the prescribed format under Two-envelope concept.

1. Nature of the document: TWO BID CONCEPT
2. The offer document comprises of the following:
 - A. **TECHNICAL BID:** (is to be submitted in a separate envelope)
 - a) Eligibility criteria.
 - b) Brief details of the work
 - c) General Rules & Instructions to the Applicants.
 - d) General Conditions of contract
 - e) Special Conditions of contract
 - f) Method of Selection of Contractors
 - g) Proforma - A,B,C,D, E& F
 - h) EMD in the form of demand draft payable to Canara Bank at Chennai
 - i) Processing Fee in the form of demand draft payable to Canara Bank at Chennai
 - B. **FINANCIAL BID** in separate sealed envelop
3. Processing Fee: **Rs. 1,000/-** (Rupees One Thousand only)
4. Earnest Money Deposit: **Rs. 25000/-** (Rupees Twenty Five Thousand only) - refer Clause-5 of general rules & instructions to applicants.
5. Period of issue of the documents: **11.07.2021 to 19.07.2021** (both days inclusive). Documents can also be downloaded from Bank's website www.canarabank.com
6. Last date to send queries to pecoch@canarabank.com: **16.07.2021**
7. Last date and time for submission offer is **19.07.2021**, 3:00 PM.
8. Date of opening of Technical bid is **19.07.2021**, 3:30 PM.
9. Completion time: **30 days** from date of issue of work order/ letter of acceptance of tender

The offer should reach to the office of

The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office
6th Floor, #524, Anna Salai
Teynampet, Chennai - 600 018

DIVISIONAL MANAGER
P&E SECTION
CIRCLE OFFICE, CHENNAI

A. ELIGIBILITY CRITERIA

S.No	Criteria	Documents Required
01	The contractor should have minimum of 10 years' experience in handling DG sets of capacities 400KVA and above and have carried out at least 5 no of installation involving 400 KVA DG set or higher capacity DG sets installed in RCC structure complete with all and mechanical and electrical works	Order copy and Completion certificates for major projects from the customer issued for each completed project (not ongoing) between 01/06/2010 to 31/05/2021.
02	<p>Please note that only those contractors who have office in Chennai need apply (proof for having registered office in Chennai to be submitted)</p> <p>The Contractor should have carried out DG set installations of 400 KVA and above for last 10 years</p> <p>Three(3) similar works each for building with work value of Rs.5.0 lakhs each OR Two (2) similar works each for building with work value of Rs.8.0 Lakhs each OR One(1) similar works each for building with work value of Rs.10.0 Lakhs during the last 5 (Five) years ending with 31/05/2021.</p> <p>“Similar work” means Installation, testing and Installation of 400 KVA or higher rated DG sets and installing same RCC structures including all civil and mechanical works</p>	Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement & completion.
04	The contractor must have GST registration number and PAN number.	Copies of the GST registration certificate, PAN card copy and Trade License shall be enclosed.
05	The contractor shall have their office in Chennai for operational convenience	Proof of Registered Office in Chennai. Details of local address. Acceptance of the address subjected to verification by the Bank to its satisfaction.

B. BRIEF DETAILS OF THE WORK

The Bank proposes to carry out the following works in the above building:

- Shifting of existing 400 KVA DG set and installation of same on RCC platform 300mm from finished ground level
- Preparation of RCC columns and tie beam as per tender drawings
- Re-routing of power and control cables from DG set to Main LT panel on over head cable trays and termination of the same
- Earthing of DG set
- Installation of exhaust piping from DG set to top of the building with required MS supports etc.
- Approval from CEA
- Providing safety items like fire extinguisher etc
- Testing and re-commissioning of DG set including automatic start and stop functions

C. GENERAL RULES & INSTRUCTIONS TO APPLICANTS

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to the contractors, Method of selection, conditions of contract, Application Format, Performa -A,B,C,D,E,F, Appendices Financial bid can be collected between the dates mentioned in the Notice Inviting Offer (NIT) during the working hours the very day except Sundays and Public Holidays, at Premises & Estate Section, Circle Office, Chennai

OR

Alternatively tender documents can be downloaded from the banks website www.canarabank.com.

The tender is "TWO ENVELOPE CONCEPT" and it has to be submitted as such. It should be always be placed in sealed cover super scribed as **"Technical Bid for Shifting and re-installation of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018.**

"Financial Bid for Shifting and re-installation of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet Chennai 600 018

Both the sealed covers shall be placed in bigger outer cover and sealed and super scribed as **"Shifting and re-installation of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018**

2. The first envelope should contain Earnest Money deposit (EMD) and Processing Fee and all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages.

Contractor should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting financial aspects are liable for rejection.

3. The second envelope should contain the financial Bid as per BOQ and should be sealed and submitted on the same given date and time simultaneously along with Technical bid. Non submission of the same (i.e., BOQ) in separate sealed cover along with Technical bid shall automatically render the entire offer being rejected. The second envelope should contain duly filled in Fees details (enclosed in the offer document) with values written in words and figures.

4. **Earnest Money Deposit (EMD): Rs.25,000/-**(Rupees Twenty Five Thousand only) by Demand Draft favoring "Premises & Estate Section Canara Bank Circle Office Chennai" payable at Chennai from any Nationalized / Scheduled Bank.
5. **Processing Fee: Rs.1,000/-** (Rupees One Thousand Only)by Demand Draft favoring "Premises & Estate Section Canara Bank Circle Office Chennai" payable at Chennai from any Nationalized / Scheduled Bank.
6. **EMD is to be submitted along with Technical bid. Submission of the EMD in the Financial bid envelope shall render the tender being rejected on the grounds of non-submission of the EMD.**
7. The duly completed sealed offer should be submitted to the address as detailed in NOTICE INVITING OFFERS. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO **the next working day will be deemed to be the last day for submission of the offer.** Delays in receipt of the offer due to delays by post or courier shall not be accepted by the Bank.
8. The First envelope (Technical bid) will be opened in the said office as detailed in NIT.
9. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such applicants who comply with the Eligibility criteria as a part of evaluation of Technical Bid.
10. Offers shall be submitted on prescribed Form only (i.e. as per documents issued/downloaded from website) and no other format shall be used. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed form shall be liable for rejection. The consultant shall submit an undertaking in **Performa E** stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.
11. The rates quoted shall be inclusive of GST and any other charges applicable. TDS shall be made as per the statutory rules.
12. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
13. Tender which is incomplete in any respect are liable to be rejected.

14. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
15. The contractor shall furnish the list of his relatives if working in the Canara Bank with their present place of posting in the Performa A.
16. The tender shall remain open for acceptance for a **period of 120 days from the date of opening**. No tender can be modified or withdrawn by the contractor after submission of the Bid. If any contractor withdraws their offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid.
17. The contractor or their authorized representatives with an authorization letter as per **Performa B**, are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless otherwise modified with prior intimation to the Applicants.
18. It will be obligatory on the part of the contractor to tender and sign the tender documents for all the component parts and pages.
19. The successful contractor shall execute the agreement as per the conditions of Contract provided in this NIT on a stamp paper of appropriate value within 5 days from the date of acceptance of the offer. Until a formal agreement on stamp paper is prepared and signed, this tender document along with the correspondence shall constitute a binding contract between the contractor and the Bank/ Employer. If the successful contractor fails to sign the agreement within the aforesaid period Bank will be at liberty to **forfeit full value of the Earnest Money Deposit**.
20. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Bank / Employer and would be able to make independent decisions on behalf of the tender shall be communicated to the Bank/Employer.
21. Conditional tender shall summarily be rejected.
22. The contractor shall inspect the site to ascertain the site conditions, constraints and any other information required for making the tender. For any assistance for visiting the site / building intending contractor may contact the above office as mentioned in NIT.

23. In case of other un-qualified bidder (i.e. contractor who fail to comply with the eligibility criteria of technical bid), EMD shall be returned as DD submitted by them/credit to account.
24. In case of unsuccessful bidder (i.e. those contractor who qualify in the technical bid and emerge as unsuccessful in the Financial bid) the EMD shall be returned within 30 days of opening of Financial bids. The bidders shall come and collect the DDs submitted at the above office as mentioned in NIT.
25. Bank reserves the right to call for opinion directly from the clients of the contractors on the work orders and performance certificates or any other matters.
26. Bank reserves the right to disqualify the contractor if the detail furnished by the contractor is found to be false and forfeit their Earnest Money deposit.
27. Earnest Money Deposit is exempted for the Applicants registered with National Small Industries Corporation Ltd (NSIC) with specific exemptions permitted by NSIC OR Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect. Necessary proof shall be submitted along with the tender in the Technical bid. However, stipulated **processing fee** should be paid as DD.
28. Queries to be send on or before stipulated date. Queries sent afterwards will not be considered and tender will be considered as complete in all aspects.

D. GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

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

Employer or Bank: The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by Divisional Manager, Premises & Estate Section, Canara Bank, Circle office, Chennai and any of its employees or representative authorized on their behalf.

Consultant: The term "Consultant" shall mean *K.P.Muralidharan, Energy Multiples, Safi House, Second Floor, 249, Anna Salai, Teynampet, Chennai-600006* or in the event of his/their ceasing to be the Consultant for the purpose of this contract such other person/s the Employer shall nominate for the purpose.

Site Engineer: The term "Site Engineer" shall mean authorized Engineer appointed by Contractor or Bank for day-to-day supervision of works at site as per tender terms.

Contractors: The term "Contractor", "Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.

Site: The "site" shall mean the Canara Bank, Circle office at #524, Anna Salai, Teynampet, Chennai 600018, where the subject works are to be carried out.

Drawings: "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Consultant/ Bank and such other drawings as may from time to time be furnished or approved in writing by the Consultant/ Bank.

Work / Works shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

Contract means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced Schedule of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in, Appendices, Annexure or attached to any of the forgoing documents, any alterations

agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

"Technical Specification" means the specification annexed to or issued with this tender or detailed in the schedule of quantities.

"Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.

'Market rate' means the rate as prevailing in the market and recommended by the Consultant and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.

"The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities with specifications as specified and forming part of this contract.

"Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

2. SCOPE OF WORKS :

The work consists of shifting of existing 400 KVA DG set and re-installation on RCC structure including preparation of RCC columns and tie beam as per tender drawings, installation of exhaust pipe line cabling , earthing etc accordance with the "Schedule of Quantities". Employer/Consultants may in their absolute discretion issue further and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.

- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Consultant/ Bank during the execution of the work.

In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and get approved by the Bank / Consultant prior to taking up such work.

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

No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Consultants. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Consultants as provided in Clause “variation”.

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

The whole work including all extra and additional items if any is to be completed within the period of completion as stated in Notice Inviting the Tender and the Contractor will be required, if necessary to work overtime to fulfill the Banks/Consultant’s instruction to complete the work by the stipulated date. No extra payment will be allowed on the quoted rates for such overtime work.

The existing passenger lifts will not be permitted for shifting of materials, debris etc.

3. TENDER

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting.

The works will be paid for as “measured work” on the basis of actual work done on item rate basis and not as “lump sum” contract as per the rate quoted in the Schedule of quantities.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

In the case of items of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum rates as will be assessed to be payable by the Employer/consultants.

4. AGREEMENT , INDEMNITY BOND

The successful contractor shall sign a Contract Agreement as per format enclosed as **Performa D** and shall pay for all stamps paper charges and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond as per format enclosed as **Performa F**

The contract agreement and Indemnity bond shall be executed within **7 days** from the from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender.

5. PERMITS AND LICENCES

Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The Employer may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-receipt of any controlled materials in due time on this account or according to his own requirements.

The Employer/consultant shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the contractor.

6. GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The cost, if any, shall be deemed to have been included in quoted rates, taking into account all liabilities for licenses, fees. The tenderer shall indemnify the Employer against any such liabilities in compliance of the local acts, rules.

7. QUOTED RATES

The rates shall be as per the Schedule of Quantities and include the following:

- (i) The rates quoted by the contractor shall be held to include for providing all materials, testing of materials, labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, cutting, wastages, return of packing and all materials and labour and cleaning of work place, everything else necessary for the proper completion of each item of work including overheads and profits.
- (ii) The rates must include in their tender rates quoted for all duties royalties, cess, sales tax, GST or any other taxes or local charges if applicable. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.
- (iii) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. In case of increase it shall be as per the variation clause.

9. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

10. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

The tenderer will have to deposit the amount specified in the NIT at the time of submission of tender as Earnest Money deposit. No interest shall be paid on the Earnest Money deposit.

The successful tenderer to whom the contract is awarded will have to deposit as Initial security deposit a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within **7 days** from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. No interest shall be paid on the Initial security deposit.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 3% of the gross value of each running bill till the **total security deposit** ,(i.e., the initial Security Deposit plus the retention money) equals the amount mentioned below :

- a) 5% on the first rupees one lakh of the estimated cost of work.
- b) 5% on the next rupees one lakh of the estimated cost of work
- c) 3% on the remaining amount of the estimated cost of work.

The total security deposit amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of **defects liability period** provided he has satisfactorily rectified all the defects in accordance with the conditions of the contract. No interest is allowed on retention money & total security deposit.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decisions shall be final and binding.

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

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work **but also for the protection of the public and safety of any adjacent** walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architects.

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

12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

Time of completion: The entire work is to be completed in all respects within the stipulated period stated in the Notice Inviting the tender.

The order to commence the works shall be given by the Bank only after depositing the Initial security deposit, signing of agreement, submission of Indemnity bond, submission of Insurance.

Time is the essence of the contract and shall be strictly observed by the contractor.

Extension of Time: If in the opinion of the Employer/ Bank the works were delayed for reasons beyond control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of the contract works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Consultant/ Bank. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within **14 days** of the date of such request.

While granting extension, the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated time period and authorized extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under **Clause 13** hereof will become applicable.

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

Progress of work: The contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/ consultant. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

13. LIQUIDATED DAMAGES.

Time is the essence of the contract. The completion of the **works** is essential to comply with various requirements of the bank. Thus the contractor shall be aware and take note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under **Clause 12** hereof, the Contractor shall pay the Employer the sum at the rate of **1%(one per cent) of the Contract Value per week of delay subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages"** for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

For this purpose the term 'Contract Value' shall be value at the contract rates of the work as ordered / accepted.

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

14. PROTECTION TO WORKS, STORAGE

Protective Measures: The contractor shall make suitable arrangements for watching and protecting the works and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

Contractor shall indemnify the Employer against any possible damage to the building, roads or members of the public in course of execution of the work.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

Storage of materials: The contractor shall provide adequate protection of the materials, work etc., and also other work that may be executed on the site.

All offensive, inflammable materials shall not be stored in the premises.

15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

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

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

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

16. SETTING OUT WORKS

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

17. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi, GST and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work.

The work must be done in the best workman like manner.

Samples of all materials to be used must be submitted to the Employer/consultant when so directed by the Engineer/ consultant and written approval from Employer/consultant must be obtained prior to placement of order for the material.

Before ordering any material, the Contractor shall get samples of the materials approved from the Bank/ consultant well in time. The samples of materials shall be got tested from approved laboratories at the contractor's cost before approval if ordered by the Bank/ consultant. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.

18. REMOVAL OF IMPROPER WORK, RECTIFICATION, REJECTED MATERIALS

The Employer shall during the progress of the work have power to order for removal of work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/consultant are not in accordance with specifications or drawings or instructions.

All materials / or workmanship which in the opinion of the Bank are / is defective / not conforming to specifications / drawings or un-suitable, shall be removed immediately from the site and shall be substituted/ reworked with proper material and / or workmanship forth with as per drawings, specifications at the cost of the contractors .

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

19. ACCESS

Any authorized representative of the Employer/ consultant shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where

materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

20. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the employer/contractor to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials.

The work will from time to time be examined by the consultant, Engineer from the Premises Department along with the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the consultant/Employer.

21. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified staff and competent site engineer for the work who shall be available throughout the working hours to receive and comply with instructions of the Employer/Consultant. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

No labourer below the age of Eighteen years shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

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

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

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

The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

22. DISMISSAL OF WORKMAN

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

23. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. The contractor shall submit an indemnity bond in Bank's approved proforma(enclosed under Proforma- F) in a stamp paper. Indemnify the Bank / Consultant from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

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

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

The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

24. INSURANCE

The Contractor shall, at his own expense insure the works , effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the Employer, for the full amount of the contract .The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation , rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence , malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with **7(seven)** days from the date of receipt of the letter of acceptance of tender .

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, **effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with an Insurance Company approved by the Employer,** a comprehensive policy of Insurance and deposit

such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor.

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

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

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

25. ACCOUNTS RECEIPTS & VOUCHERS

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

26. MEASUREMENTS

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

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

27. CONCEALED WORK

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

28. INITIAL & INTERIM PAYMENTS

Initial Mobilization Advance: No mobilization advance will be considered by Bank.

Running Bill payments: All bills shall be prepared by the contractor in the form prescribed by the Employer/ consultant. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in the **Appendix-1**. The bills in proper forms must be duly accompanied by detailed measurements & test certificate in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The consultant shall issue a certificate after due scrutiny of the contractor's bill stating the value of the work executed , amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificate stated in the **Appendix-1** subject to its correctness and verification by Employer .

The amount stated in an interim certificate shall be the value of work properly executed and material advance upto 75% of invoiced value of materials brought to site for permanent incorporation into the work after preparation of the previous bill less the amount to be retained by the Employer as **retention money vide clause 10** of these conditions. Advance paid for materials already incorporated in the work shall be recovered.

The material advance shall be admissible only on materials, which in the opinion of the Architect/ employer are imperishable in nature, are genuinely required for use in the

work in the near future, are of the required quality and are adequately protected against damage, theft, loss etc.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. In all the above the **Appendix 2, 3 & 4**, shall be followed.

29. FINAL PAYMENT

The final bill shall be submitted by the contractor to the consultant within one month of the date of completion of the work certified by the Architect and payment shall be made within **one month** for such of those items and quantities that in the opinion of the Employer are undisputed.

Payments of final bill shall be made after deduction of Retention Money as specified in **clause 10** of these conditions, which sum shall be refunded as stipulated in **Clause 10**. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

30. VARIATION / DEVIATION

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

The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities

The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 7 days of being directed to execute such items/quantities and

the Employer/consultant shall assess the analysis and approve reasonable and justified rate.

No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer / consultant.

31. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/consultant in writing for any such substitution well in advance. Materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/consultant has to be obtained in writing.

32. COMPLETION OF WORK

On completion of the work the contractor shall clean splashes/dirt/dust / adhesives etc, of the surroundings. Dismantled structures for the purpose of shifting of DG set like car pods etc to be kept in place after the work is completed

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

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

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

33. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects which may appear during the defect liability period of **one year from the date of completion of the works.**

In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of

such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under **clause No.10** under this contract or any other contract together with any expenses the Employer may have incurred in connection therewith.

34. 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.

35. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any a part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

36. ESCALATION:

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost of materials, labour, works contract tax, octroi, GST etc. or any other tax. There shall be **NO ESCALATION** on the quoted rates.

The basic rates indicated in Schedule of quantities for material is only to facilitate the Bank to select the material.

37. SUSPENSION OF WORK

If the Contractor:

- (i) Having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or,
- (ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the bank; or
- (iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not

remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank or

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

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

or

(vi) If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default,

In all the above , the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in **clause 38** (Termination of Contract by Employer).

38. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of

the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the

said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Bank shall have the option of terminating the contract without compensation to the contractor.

39. ARBITRATION

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

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

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

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

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

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

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

40. CLOSE RELATIVES

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or himself and who are near relative to any Employee of the Canara bank. Any breach of these conditions by the Company or Firm or any other person/ contractor, the tender/work is liable to be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The Bank will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person is also liable to be debarred for further participation in the tenders in the concerned circle of the Bank. The details shall be furnished in **Proforma A**.

41. RETIRED EMPLOYEES

A person who is an employee or employed in any department of the Government of India, PSU , Nationalized/ state bank in the last two years shall work as a contractor or employee of a contractor should obtain the prior permission of their employer in writing. 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 their employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be. The details shall be furnished in **Performa A**

42. FUNCTIONING BRANCH - Timings of work - Cleaning of site on daily basis

Wherever the works are carried out in functioning branch or office the timings of work shall be beyond the office hours as fixed by the Employer.

The works, all cuttings, waste materials, rejected materials and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work and at completion of each day's work and to be cleared and carted away from the branch premises / site.

Contractor's quoted rates shall allow for the above factors also.

E. SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

These Special conditions of Contract shall be read in conjunction with the General Conditions of contract, Schedule of quantities, Drawings and any other documents forming part of this contract wherever the context so requires.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the Special Conditions of Contract, shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnance, or variance, prevail.

In case where the specifications in the drawings or those given in schedule of quantities are found wanting the latest IS specifications then CPWD shall hold good.

2. ORDER OF EXECUTION OF DIFFERENT ITEMS OF WORK:

The Bank reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

3. DISCREPANCIES IN DOCUMENTS:

The several documents forming the contract are to be taken mutually explanatory of one another. In the event of any Errors, Omissions and Discrepancies, the same shall be dealt as under:

- i. In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
 - o Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - o Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
- ii. In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference will be observed.
 - o Description in Schedule of Quantities.
 - o Drawings.
 - o Indian Standard Specifications of B.I.S.
 - o CPWD specifications
- iii. In case of difference between the rates written in figures and the rate in words shall prevail.

- iv. In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration, decision shall be considered as authentic.

4. DEDUCTIONS AT SOURCE for Income tax, GST and other applicable Statutory deductions:

Appropriate deduction as per relevant Income Tax & GST Rules applicable at the time of payment shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted by the Employer to the respective central/ state government authorities on behalf of the Contractor as per Rules.

5. USEFUL DISMANTLED MATERIALS:

Before dismantling any item prior permission of the Consultant/ Employer shall be obtained and seek instructions for measurement, storage of the materials which shall become the property of the Bank unless otherwise stated in these documents / schedule of quantities.

6. NO OVER LOADING OF SLABS:

Floors of buildings shall not be over loaded by stacks or materials during execution of the works without the prior approval of the Bank.

7. APPROVED MAKE OF MATERIALS

The make of the material to be used in the works shall be as per list of approved makes detailed in the tender and as per sample got approved from the Bank. A set of specimen samples of all approved materials shall be kept at site or any designated branch of the Bank. The cost of which shall be borne by the Contractor.

All other materials to be used in the works but not covered above but specified in the schedule of quantities (SOQ) including items beyond SOQ shall also be of best of its kind and shall conform to latest Indian Standard Specifications.

8. CORDINATION OF WORKS

Work involves execution in functioning branch of a Bank; it is intended to undertake works with minimum disturbance to the occupants & customers. Hence the execution needs to be carried out meticulously with proper co-ordination and planning. Further the work needs to be carried out with co-ordination with other agencies.

Signature of the Tenderer/Contractor
With name and address

F. METHOD OF SELECTION OF CONTRACTOR

1. The offers of Contractors will be evaluated based on the compliance of the eligibility criteria prescribed in this document.
2. Compliance of all the stipulated eligibility criteria is mandatory for further processing. Preference shall be given to those Contractors who have experience in working with public sector banks
3. Contractors satisfying all the eligibility criteria will be termed as qualifying contractors. Financial bids corresponding to those qualifying contractors will be opened on a specified date and time which will be intimated to those qualifying contractors well in advance. The financial bids of qualified contractors only shall be opened in presence of their authorized representatives as specified.
4. The lowest bidder will be determined based on the rates quoted for subject work specified in tender. i.e., sum of the total work value deducting the buyback value of items to be disposed.
5. For the purpose of evaluation of bids, the cost of project shall be considered as mentioned in the eligibility criteria.
6. The qualifying contractor whose rates are competitive & reasonable will be considered for entrusting the subject work.
7. The decision of the Bank in selection of the contractor shall be final and binding on the participating contractors.

Signature of the Tenderer/Contractor
With name and address

G. CONDITIONS OF CONTRACT

1. DEFINITIONS:

FOR the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
- (ii) 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
- (iii) 'Bank's representative' means The Divisional Manager, Canara Bank, Circle Office, Chennai or any person authorized by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
- (iv) "Contractor" means M/s. _____ or their assigns or successors in office and authorised representative.
- (v) "Work" shall mean **Shifting of 400 KVA DG set and re-installing same on elevated steel structure including connected electromechanical works at Chennai circle office at 524, Anna Salai, Teynampet, Chennai 600018**
- (vi) "Site" means **Canara Bank Circle office, 524, Anna Salai, Teynampet, Chennai 600018**
- (vii) "Jurisdiction" shall be at Chennai City.

2. The Contractor shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services.

3. No personnel employed by the contractor or associate consultant for the work will be liable for any sort of compensation or employment in the Bank.

NATURE OF WORKS - Shifting of 400 KVA DG set and re-installing same on elevated steel structure including connected electromechanical works at Chennai circle office at 524, Anna Salai, Teynampet, Chennai 600018

4. SCOPE OF SERVICES

Shifting of 400 KVA DG set and re-installation on elevated platform, construction of elevated platform, exhaust piping, fuel transfer system, earthing, cabling and approval from CEA

5. ROLES & RESPONSIBILITIES:

The roles and responsibilities and services to be rendered by the contractor are as under:

- a) To carry out the work as per the tender specifications and instructions from consultant and drawings.
- b) Get the panels and other equipments tested at the manufacturer's works in presence of consultant
- c) To carry out the installation of equipments at the locations mentioned in the tender without giving much hindrance to the working bank
- d) To carry out all the site tests as per BIS for the equipments installed in presence of consultant/ bank representative
- e) To submit the drawings and test reports to CEA/other statutory bodies and get permission to energize the equipments
- f) To submit the bills as per the terms and conditions mentioned in tender

6. PAYMENT SCHEDULE

65% of the cost of the material and labour on completion of installation at site of installation against invoice duly certified the consultant

20% after successful completion of installation, testing and commissioning of the equipment

12% after getting the approval from CEA and other statutory bodies.

3% after satisfactory completion of the defect liability period

7. SECURITY DEPOSIT:

An amount equivalent to **3% of the total amount incl. GST** payable to the contractor shall be deducted from the bills towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period detailed under Clause 33.

8. ADDITIONS AND ALTERATIONS:

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and details of any part of the work and to request in writing additional work in connection there with and the contractor shall comply with such request provide necessary services for completion of such works.
- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the contractor for making changes and additions to the documents due to rendering major part of whole of his work in fructuous, the contractor may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this contract and to be determined mutually unless such changes

9. TIME SCHEDULE:

Commencement of work: The commencement of services will be considered from 2nd day after the date of issue of acceptance letter to the contractor and shall be completed within 45 days

10. AS-BUILT DRAWINGS:

After completion of the work, the contractor shall prepare the as- built drawings for submitting to CEA and to the bank as a final record along with equipment test reports, approvals etc

11. LIQUADATED DAMAGES:

The time allowed for carrying out the work as specified in Clause-14, shall be deemed to be the essence of the contract on the part of the Consultant. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the contractor to complete their work within time schedule as specified above or subsequently notified to him, the contractor shall pay as compensation amount equal to **1% or such smaller amount as the Bank may decide on the total tender value for every week that the work remains unfinished after the specified date subject to a maximum of 10%.** The delays at each stage shall be totaled to arrive at the cumulative delay. The cumulative delays solely attributable to the Consultant (including his associates) shall be considered while arriving at the delay.

12. EXTENSION OF TIME:

If the contractor's work is unavoidably hindered in carrying out the works drawings on account of delayed decision or the approval of drawings, allotment of site for the work the Bank which are necessary to carry out further work beyond the time specified under Clause-13 above, the contractor shall be allowed suitable extension of time by Bank, whose decision shall be final and binding on the contractor. No claim of any kind shall be entertained from the contractor for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

13. GUARANTEE

The equipment and installation shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier

14. RESTRICTION / SUSPENSION:

The Bank reserves the right of remove the contractor at any stage and makes if found the quality of their work is not satisfactory and allot the balance work to some other contractor

The Bank shall have the liberty to omit, postpone or not to execute any work and / or any item of work and the contractor shall not be entitled to any compensation or damages for such omission, postponement, or non- execution including whole of

project of the work and / or any item of work due to some internal reasons of the bank

15. TERMINATION OR RECESSION OF AGREEMENT:

The Bank without any prejudices to its right against the contractor in respect of any delay or deficient service by notice in writing absolutely determine the contract in any of the following cases;

1. 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 the creditor shall be appointed or if circumstances shall arises which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
2. If the contractor is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the contract and when the contractor has made himself liable for action under any of the cases aforesaid the Bank shall have powers:
 - a. To determine or rescind the contract
 - b. To engage another contractor to carry out the balance work debiting the contractor the excess amount if any so spent.

In the event of the termination of the contract by the Bank the contractor shall not be entitled to any compensation or damages by reason of such termination, but only to the fees for the service actually rendered, which have been duly approved by the Bank. The decision of the Bank as regards the actual work done and the amount of the due to the contractor on the basis of actual work done shall be final and binding on the contractor.

The contractor shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the Contract on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract.

16. ARBITRATION

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this contract, or covering anything therein contained or arising out of this contract, or the validity of the enforcement

thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or dis-contract exists, be referred to sole arbitration by a person selected by the contractor out of the panel of three names supplied by the Bank and appointed by THE GENERAL MANAGER, CIRCLE OFFICE, CHENNAI within 30 days from such selection by the Consultant.

The arbitration proceedings will be conducted in accordance with and be subject to **The Arbitration and Conciliation Act 1996** as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Chennai or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The contractor shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the contract that if the contractor does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the contract in respect of these claims.

For and on behalf of

M/s._____

IN THE PRESENCE OF::

1.

2.

NAME & SIGNATURE OF Contractor

H. BIO-DATA FORMAT

1. Name of the contractor :
2. Local Address at Chennai :
3. Registered Office Address :
4. Telephone No.
 - Office :
 - Mobile :
 - Fax :
 - E-Mail :
5. Status of the Firm(Whether company/
Partnership / proprietary) :
6. Name of the Proprietor/ Partners/
Directors (with professional
qualifications, if any) :
 - i.
 - ii.
 - iii.
7. Year of establishment :
8. Registration with Tax Authorities :
 - i. PAN No. :
(Furnish copies of Income-tax returns)
 - ii. GST Registration Number :
(Furnish the latest copies of the returns filed)
9. Details of the works executed during last **5 years** to 31.05.2021 (please mention
only such works relevant to **eligibility criteria**)

Sl No.	Name of the work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work with month & year of execution	Actual Value of the works	Date of commencement & Completion

(These details can also be furnished in separate page as Annexure duly quoting the reference)

Note: Copies of orders or satisfactory completion certificate from the client's shall be enclosed (all prior to 31.10.2020).

10. Key personnel permanently employed in your organization:

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

(These details can also be furnished in separate page as Annexure duly quoting the reference)

11. Furnish the details of AWARDS, CITATIONS etc. received in recognition of your services in projects designed/ associated

YEAR	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which such award was received

I. DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place :

Date :

Name & Signature
of The Contractor

PROFORMA - A - DETAILS LIST OF RELATIVES WORKING IN CANARA BANK

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

Name & Signature of Contractor

PROFORMA - B- AUTHORIZATION LETTER

To,

The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office
#524, Anna Salai
Teynampet, Chennai - 600 018

Name of work: Shifting and re-installation of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018

This has reference to your above subject. Mr/Ms_____is hereby authorized to attend the bid opening on _____on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
of the Contractor

Signature of Attesting Authority

Name of Authorizing Authority
of the Consultant

Premises & Estate Section
Canara Bank Circle Office
Chennai

PROFORMA - C - CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS

To,

The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office
#524, Anna Salai
Teynampet, Chennai - 600 018

Name of work: Shifting and re-installation of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018

:: CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS::

I/We have read and understood the Notice Inviting offer and all its components the draft contract to be entered with the Bank and understood all other relevant particulars.

I/We are fully qualified to provide the professional contract services to the said work and agree with all the contents of this NIT.

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

I/We enclose herewith a Demand draft No..... of Bank for Rs /- towards the Earnest Money deposit.

I/We agree that until a regular contract is executed, this document with the Bank's written acceptance thereof shall constitute a binding contract between us.

I/We understand that if I/We withdraw our offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid

DATE:

Signature of the Contractor

Premises & Estate Section
Canara Bank Circle Office
Chennai

PROFORMA - D - AGREEMENT FORMAT

Memorandum of agreement, made at _____ this _____ day of the month of _____ in the year _____ between CANARA BANK having its Head Office at 112, J C Road, Bangalore - 560 002 and Circle Office at No. 524, Anna Salai, Teynampet, Chennai - 600 018 represented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. _____ Contractor, having its office at _____ (hereinafter referred to as the Consultant) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the Bank is desirous of undertaking the work for Shifting and re- of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018

as detailed in RFP _____ dt _____

In accordance with the general requirements, and whereas the contractors have agreed to perform the services as set out and subject to the terms and conditions set forth in the said **“Conditions of contract”** of document herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) General Rules and Instructions for the guidance of Contractors.
 - c) Tender offer, Form of Agreement, Indemnity Bond format & Bank Guarantee format, if any, leading to and prior to acceptance letter.
 - d) General Conditions and Special Conditions of contract along with Annexure thereto.
 - e) Safety Code
 - f) Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
 - h) Schedule of quantities including Prices and tendered amount known as Price - Bid.
 - i) The details submitted in technical bid, design, technical brouchers, drawings and such other details etc.
 - j) Other terms and conditions in the Tender as mentioned above.

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

Premises & Estate Section
Canara Bank Circle Office
Chennai

Seal & Signature of Contractor Page 46 of 65

For and on behalf of

M/s. _____

In the presence of :

1.

2.

For and on behalf of the

CANARA BANK

PROFORMA - E -UNDERTAKING LETTER

To,

The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office
#524, Anna Salai
Teynampet, Chennai - 600 018

Name of work: Shifting and re-installation of 400 KVA DG set and connected electromechanical works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018

Dear Sir,

This has reference to your above Notice inviting the offer (NIO) published in your banks web site and NIC web site.

We hereby state that we M/s _____ have submitted the above offer documents duly filling at the appropriate places without making any alterations, corrections, omissions in the NIO issued by the bank or downloaded from the web site.

Signature & Name of the Contractor

Premises & Estate Section
Canara Bank Circle Office
Chennai

PROFORMA F - FORMAT OF INDEMNITY BOND
(TO BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR IN STAMP PAPER)

THIS DEED OF INDEMNITY BOND is made on this ----- day of ----- month of year two thousand fifteen (____.____.2021) By M/s ----- duly represented by one of its partners -----, aged -- years, son of Sri -----, residing at -----, Chennai.

or

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

or

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

Whereas My Firm/ Company was short listed for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of Revamping of 11 KV/433V sub station and other connected electrical works at Chennai circle office at 524, Anna Salai, Teynampet, Chennai 600018, has been awarded in favour of my Firm/ company by Canara Bank, Premises & Estate Section, Circle Office, Chennai. And whereas for undertaking the furnishing work, my company has entered into contract agreement on _____.____.2021.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt.____.____.2021 and in consideration of Canara Bank having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of Revamping of 11 KV/433V sub station and other connected electrical works at Chennai circle office at 524, Anna Salai, Teynampet, Chennai 600018 and referred to above, I **hereby undertake to indemnify and keep harmless the Canara Bank and its officials from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I/We shall be solely responsible.**

[Note : * Strike off whichever is not applicable]

SIGNATURE OF CONTRACTOR WITH SEAL

Premises & Estate Section
Canara Bank Circle Office
Chennai

APPENDIX-1 - IMPORTANT TERMS

- | | | | |
|----|--|---|--|
| 1 | Period of Completion | : | 45 days from the date of work order
One year from the date of |
| 2 | Defects Liability Period (DLP) | : | Completion of work unless otherwise specified. |
| 3 | Date of Commencement | : | Third day from the date of signing of agreement, submission of Indemnity bond, submission of Insurance , depositing of Initial security deposit OR order to commence the works whichever is later. |
| 4 | Liquidated Damages for Delay | : | As mentioned in the Clause no.13 |
| 5 | Period of final measurement | : | 30(Thirty) days. |
| 6 | Value of work for claiming the Interim Bills | : | Minimum of Rs. 2 (two) lakh based on the accepted measurements. |
| 7 | Period of honoring interim Certificate | : | 15 days from the date of receipt of bill. |
| 8 | Period of honoring Final Certificate | : | One month. |
| 9 | Retention Money | : | 3% of Interim Bill amount subject to the ceiling of the total security deposit |
| 10 | Total Security Deposit (Maximum) | : | As per clause no. 10 of General conditions |
| 11 | Initial Security Deposit | : | 2% of accepted tendered sum including EMD |

SIGNATURE OF THE TENDERER

APPENDIX-2 - RUNNING A/C BILL FORMAT

1. Name of work :
2. Name of Contractor :
3. Accepted contract amount :
4. Date of commencement :
5. Stipulated date of completion :
6. Actual date of completion :
7. Extension, if any :
8. Insurance valid upto
 - a) Workmen Compensation Act :
 - b) Contractor's all risk Comprehensive :
10. Labour license no. and date & valid upto :
11. Serial no. of this bill :
12. No. & date of this bill :
13. Ref. to agreement no. :
14. Earnest money deposit :
15. Total retention money excluding E.M.D as per contract :
16. Total retention money excluding which this bill has been prepared :

(Date to be mentioned)

Note: i) if part rate is allowed for any item, it should be indicated with reasons
ii) if ad-hoc payment is made, it should be mentioned specially.

Signature of the Contractor

APPENDIX -3 - CERTIFICATE FOR PAYMENT

RUNNING BILL NO. _____ date

Total value of the works executed so far Rs.... (A)

Total value of the works till the previous bill Rs.... (B)

Total amount due since previous bill Rs. _____ (A) - (B)

DEDUCTIONS

Retention money on value of work as per accepted tenders

uptodateRs. _____

Less:Already recovered (-) Rs. _____

Balance to berecoveredRs. _____

Total Deduction as per contract Rs. _____

Any other recovery as per contract (-) Rs

Net amount payable as per contract Rs. _____

(Rupees _____) in words.

Signature of Consultant

APPENDIX- 4 - MEASUREMENT CERTIFICATE

1. The measurements on the basis of which the above entries the Running Bill no. _____ were made have been taken jointly on _____ and are recorded at pages _____ to _____ of measurements book no. _____
2. The work recorded in the above-mentioned measurements been done at the site satisfactorily as per tender conditions, drawings and specifications.

Signature of Contractor

Signature of
Site Engineer.

Signature of Architect

Date:

Place:

APPENDIX-5 - FORMAT FOR RATE ANALYSIS OF ITEMS

I. MATERIAL

1. Basic Cost of Material Rs. _____

2. Wastage - Rs. _____

II. Labour: As per Standard - Rs. _____

Labour output and labour input required for the Particular item using quoted labour rates.

III. Machinery / Tools - Rs. _____

Inputs of Machinery / Tools requirements as per the item and hire charges as per market.

TOTAL (I) + (II) + (III) Rs. _____

IV. Tax Liability

[as per contractual clauses will be added] - Rs. _____

V. Add - ½ % for water charges - Rs. _____

½ % for Electricity - Rs. _____

VI Any other Expenditure (please specify) Rs. _____

TOTAL

Contractor Profit & OH - 15% - Rs. _____

GRAND TOTAL - Rs. _____

TDS will be deducted as per standard norms and recovery shall be made for water and electricity as per tender conditions.

TECHNICAL SPECIFICATIONS

1. POWER AND CONTROL CABLES 1.1 KV Grade

- a. **Laying of cable:** Cables are to be laid in overhead GI cable tray for exterior and interior areas of the building with proper GI supports
- b. **Cable termination:** For 1.1 KV cables, single compression type brass cable glands are to be used by experienced cable jointer and terminated with copper crimping type sockets. Suitable antioxidant paste to be applied while crimping of aluminium cable with copper sockets to prevent bi-metallic action.
- c. **Cable identification:** Tags with circuit engravings made of aluminium strips are to be tied at equal intervals and at terminations.

2. EARTHING

- a. Except for equipment provided with double insulation all non-current carrying metal parts of electrical installations are to be earthed properly. All metal conduits, cable sheath, switch gear, distribution fuse boards, etc., shall be bonded together and connected to an efficient earth electrode.
- b. **Earthing Conductor:** Earthing conductor shall be of higher conductivity copper as mentioned in the BOQ. The same shall be fixed to the body of the equipments by bolting
- c. **Installation:** The buried earthing leads will be protected from mechanical injury by 12mm GI pipe recessed in wall and floor where considered necessary and carried upto the earth electrode. It shall be fixed over its entire length clamps, saddles, staples, etc. The earthing lead shall be securely bolted and soldered to the electrode with bolts and washer of the base metal. The earthing lead shall be securely connected at the other end to the main board and all its mountings and looped to all other iron clad switches and distribution boards.
- d. **Electrode:** The construction of earth electrode shall be in accordance with relevant IS 3034. The electrode shall be 17.2mm dia low carbon steel with 250 micron copper bonding. The electrode shall be housed in chamber of inner size 30cm X 30cm and covered with suitable inspection cover. A bore shall be made of depth 2 Mt and dia minimum 25mm to install the earth electrode and shall be filled with back filling compound mixed with earth for retention of moisture. The resistance of earth electrode shall not exceed 1 Ohms; that of each continuity path from any point with electrode shall not exceed 1ohm and that of earthing connection 0.1 Ohm.
- e. **Codes and Standards:** All equipments including cables, wires and components thereof should be manufactured and installed as per the standards specified by Bureau of Indian Standards (BIS). Where such standards do not exist, then the covered item should get approved from the Consultants/ Employer prior to purchase and delivery at site.

LIST OF APPROVED MAKES

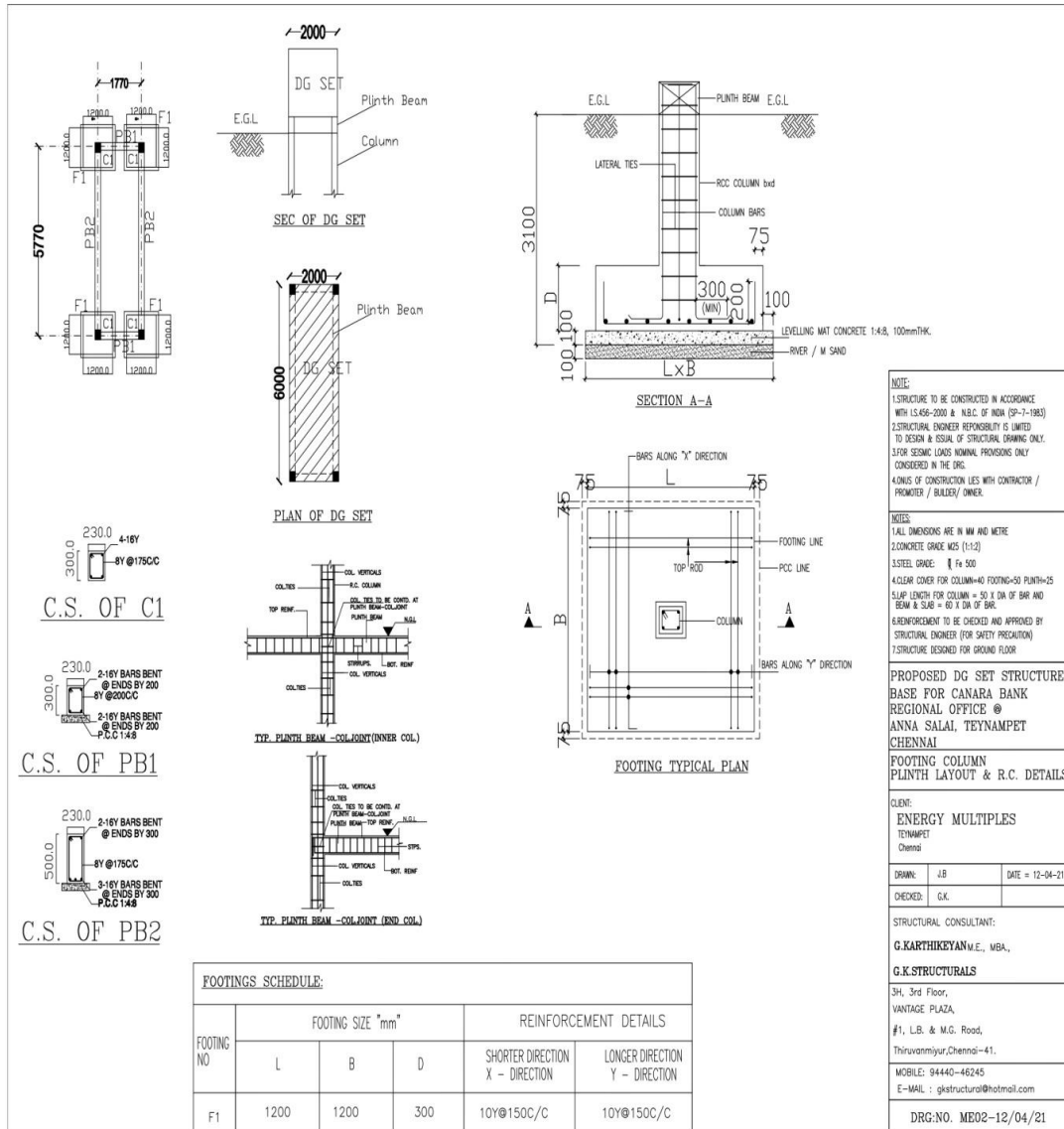
- | | |
|--------------------|--------------------------|
| 1. LT cable gland | : Comet/ Jainson/ Bracco |
| 2. LT cable socket | : Dowell/ Jainson/Bracco |
| 3. Earth electrode | : Jef |

LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED

S. No.	Description	Page No.

(To be filled by Applicants)

DRAWING





(A Government of India Undertaking)

FINANCIAL BID

(To be submitted in separate cover)

Offer document for

Shifting and re-installation of 400 KVA DG set and connected electromechanical & civil works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018

Issued by:	The Divisional Manager Premises & Estate Section, Circle Office, Chennai Ph: 044 24326011, 24349350 Email: pecoch@canarabank.com
------------	---

FINANCIAL BID

(Submit this financial bid strictly as per this prescribed format as downloaded /as issued in a SEPERATE sealed envelope - second envelope)

“FINANCIAL BID - FEE STRUCTURE”

To,
The Divisional Manager
Premises & Estate Section
Canara Bank Circle Office
#524, Anna Salai
Teynampet, Chennai - 600 018

Name of work: Shifting and re-installation of 400 KVA DG set and connected electromechanical & civil works at Circle office, 524, Anna Salai, Teynampet, Chennai 600 018.

This is with reference to your Notice Inviting offers for selection of Contractor for the above mentioned works project.

I/We have read and understood the Notice inviting offer (NIO) and its contents. I/We also understand that Bank reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to take up the contract for the said work and agree with all the contents of this NIO i.e., Eligibility Criteria, brief details of work, General rules& instructions to the applicants , Method of selection of Consultant, Conditions of the contract . Accordingly, we are agreeable to extend our services for the subject work as per the terms & conditions of this NIO on the following fees:

1. **The total contract value (including buyback of existing panels) as per Clause 5 of the “Conditions of Contract” :**

Fee in figures: Rs. _____/-

& in words: Rupees _____ Only

The above value is ***inclusive of Goods & Services tax.***

I/We agree that the TDS as payable to statutory authorities will be deducted from the above quoted fees.

I/We fully understand that you are not bound to accept the lowest or any offer you may receive. The item wise rats are as per the enclosed BOQ

Date:

Place:

Signature & seal of the Contractor

Premises & Estate Section
Canara Bank Circle Office
Chennai

Schedule of Quantities

Sr No	Description	Qty	Unit	Supply	Erection	Supply	Erection	Total
				Rate	Rate	Amount	Amount	Amount
A	DG set shifting							
1	Shifting of existing 400 KVA DG set with acoustic enclosure from existing location in the ground to a platform formed by RCC columns and tie beam as per tender drawings 300mm from finished ground level by employing crane. The lead will be about 15 Mt. The existing exhaust pipe line (2 no, 15 mt each) to be dismantled	1	Job					
2	Supply & Laying of exhaust piping System from the residential silencer of the DG set up to the required height above the building with necessary bends, flanges, gaskets etc. The piping shall be suitable for the DG sets of 400 KVA ratings. Rate should include scaffolding and other related ancillary works.							
2.1	150mm dia MS pipe	12	Mt					
2.2	200mm dia MS pipe	36	Mt					
2.3	250mm dia MS pipe	12	Mt					
3	Exhaust pipe line							
3.1	Thermal Insulation for 150 mm Exhaust Pipe with mineral wool lagging and aluminium sheet cladding	12	Mt					
3.2	Thermal insulation of 200mm dia exhaust pipe with mineral wool lagging and aluminium sheet cladding	36	Mt					
3.3	Thermal insulation for 250mm dia exhaust pipe with mineral wool lagging and aluminium sheet cladding	24	Mt					
4	Exhaust line support							

	Fabrication of structural support on wall, slab in trenches etc. for exhaust piping as required, comprising of MS channels, angles, strip etc. along with all the hardware as required, painting grouting etc.	500	Kg					
B	LT cabling							
1	Removal of existing 2R 3.5x400 Sqmm AL A XLPE cable from existing 400 KVADG set, re-routing the same to same DG set in the new location in overhead GI cable tray with proper GI supports (From DG set in new location to Main LT panel in electrical room).	140	Mt					
2	Removal of existing 6x2.5 Sqmm copper armoured XLPE cable from existing 400 KVA DG and re-routing same DG set in the new location in over head GI cable tray with GI supports	70	Mt					
3	End termination of above cables using double compression brass glands and aluminium/ copper crimping sockets including gland earthing with 14 SWG copper wire to be connected to earth grid							
3.1	3.5x400 Sqmm	6	No					
3.2	6x2.5 Sqmm	1	No					
3.3	Supply and installation of overhead 600mm wide 50mm high GI ladder type cable tray as per BIS- with suitable GI supports	25	Mt					
C	Earthing system							
1	Supply and installation of 17.2mm dia 2 Mt long low carbon steel earth electrode bonded with 250 micron copper with GI clamp to be installed in a suitable bore and filled with 50 Lbs of carbon bond environment friendly back filling	4	No					

	compound. An RCC trough of size 300x300mm shall be provided with RCC cover for protecting the electrode. (2 nos. for 2 nos. for DG body and 2 nos. for DG neutral)							
2	Supply and installation of 25x6mm copper tape to be clamped on steel structure and clamped on wall and buried underground (For DG body and neutral)	125	Mt					
D	Civil works for platform							
1	Earth work excavation up to a level of 3.15Mt from FGL for casting 4 nos RCC footings of dimensions as per tender drawings. Cost includes back filling. Cost includes surplus soils to be filled as per direction of consultant/Bank. Cost include all necessary accessories like tools, transports, lead & lift, labour charges and etc. Cost includes dismantling of existing flooring and carting away the debris from the site.	2264	Cft					
2	Filling of river sand for a depth of 100mm below the PCC of footing for all the 4 footings. Cost include all necessary accessories like tools, transports, lead & lift, labour charges and etc.	70	Cft					
3	Providing PCC of ratio 1: 4:8 up to a depth of 100mm below the RCC footings for all the 4 footings. Cost include all accessories like wastages, button mark, transports, loading, unloading charges, labours, materials, tools, lead, lift, fiber mesh and etc. Measurement shall be measured in applied area only in CFT. Thickness may vary in floor slab and will not provide extra cost. Complete as per instructions of the Consultant	70	Cft					

Premises & Estate Section
Canara Bank Circle Office
Chennai

4	Casting of RCC footing, with cement concrete of ratio 1:1:2, M25 concrete complete with necessary shuttering etc. for casting of 4 no footings as per drawings .Minimum size of steel reinforcement for the columns is as per the drawing/design. Cost includes reinforcement steel provided. Cost include all accessories like wastages, button mark, transports, loading, unloading charges, labours, materials, tools, lead, lift, fiber mesh and etc. Measurement shall be measured in applied area only in CFT. Thickness may vary in floor slab and will not provide extra cost. Complete as per instructions of the Consultant	64	Cft					
5	Casting of RCC plinth beam to interconnect the 4 no columns as per drawings with cement concrete of ratio 1:1:2, M25 concrete complete with necessary shuttering and Minimum size of steel reinforcement for the columns is as per the drawing/design. Cost includes reinforcement steel provided. Cost include all accessories like wastages, button mark, transports, loading, unloading charges, labours, materials, tools, lead, lift, fiber mesh and etc. Measurement shall be measured in applied area only in CFT. Thickness may vary in floor slab and will not provide extra cost. Complete as per instructions of the Consultant	62	Cft					
E	Statutory approvals							
1	CEA Approval							
	Submitting the drawings for changed locations of DG set and getting the approval and safety certificate	1	Job					

Premises & Estate Section
Canara Bank Circle Office
Chennai

	Safety items							
2	Supply and installation of 2.5 KG CO ₂ type fire extinguisher for DG set	1	No					
G	Hiring charges for suitable capacity DG set including transportation, positioning, operating etc. as per the load demand of bank during shifting period of existing DG set, including diesel, temporary cabling etc. as required	10	Day					
	Total value							

Total value in Words: