

Please do not detach any papers from this booklet.

CANARA BANK PREMISES AND ESTATE SECTION G A WING: HEAD OFFICE, 112, J C ROAD, BANGALORE-02 TELEPHONE: 080-22238819 -22275664

COMPETITIVE TENDER DOCUMENT **FOR**

SITC OF 400 KVA DG SET

THIS TENDER CONSISTS OF 2 BIDS:

I: TECHNICAL AND COMMERCIAL BID

II: PRICE BID



PART-1 TECHNICAL AND COMMERCIAL BID

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

NOTICE INVITING TENDER (NIT)

CANARA BANK, PREMISES AND ESTATE SECTION, HEAD OFFICE, BANGALORE invites sealed tender for the works mentioned below:

- 1) Name of the work: Supply, installation, testing & commissioning of 1 No 400 KVA Diesel Generator set with manual panel with AMF logics, accessories and CPCB approved acoustic enclosure at Canara Bank, Head office J C Road, Bangalore.
- 2) <u>EMD AMOUNT</u>: Rs.1,00,000 /- by way of Demand Draft of a scheduled Bank drawn in favour of "Canara Bank, Head office, Bangalore payable at Bangalore (in a separate sealed cover, super-scribing 'EMD for Tender for supply, installation, testing and commissioning of 400 KVA DG set) and the same should be submitted along with Technical & commercial bid.
- 3). TIME OF COMPLETION: 60 days commencing from the date of the purchase order issued by the Bank.

4). CONTENTS OF THE TENDER::

PART - 1

- Notice inviting tender
- General rules and instructions for the guidance of the tenderer
- Tender offer, Form of acceptance, Form of agreement
- Schedule A Details about the firm to be furnished by the tenderers
- Schedule B Special information and instructions to the tenderers
- Schedule C- Technical specifications of the DG set
- Schedule D- Technical particulars to be furnished by the DG set vendors
- Schedule E Un-priced version of bill of quantities
- General Conditions of the Contract

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

PART - 2

Price bid - Second Envelope

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

First envelope - 1 - Technical cum commercial bid

Second envelope - 2 - Price bid

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

- 6). Submission of tender:: The original tender copy issued should be submitted in the respective envelopes.
- 7). <u>Date of submission</u>: Sealed envelopes to be submitted on or before 23/03/2023 up to 3.00 PM
- 8). <u>Date of Pre bid meeting</u>: Prebid meeting scheduled on <u>14.03.2023</u> at Premises Section, Head Office ,JC Road ,Bengaluru
- 9). <u>Date of opening</u>: Technical & Commercial Bid will be opened on 23.03.2023 at 3.30 PM

TENDER DOCUMENT ISSUED TO:

SIGNATURE OF THE ISSUING AUTHORITY:

PLACE: BANGALORE DATE: 03.03.2023

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

Sealed Tenders are invited from the DG set vendors, on behalf of the Canara Bank, Head office, Bangalore hereinafter known as the Employer and also as Bank, for the work of supply, installation, testing & commissioning of 400 KVA DG Set at Canara Bank, Head office J C Road, Bangalore.

Scope of work involves undertaking the design based upon the parameters furnished and manufacture, testing at shop, supply, installation, testing at site and commissioning the 1 No 400 KVA DG set with manual panel, accessories and CPCB approved acoustic enclosure along with its allied works and co-ordination/approval from government agencies as directed by the bank/engineer-in-charge etc., which are fully described in the technical specifications.

ELIGIBILITY CRITERIA FOR SHORTLISTING:

- 1. The firm shall be specialized in the business of supply, installation and commissioning of DG sets as Original Equipment Manufacturers/Assemblers or authorised dealers for atleast 5 years, and they shall meet the following:
 - a. They produce a valid document from Engine & alternator manufacturer confirming that the firm is authorised by them.
 - b. Letter of confirmation from OEA/ Engine/ Alternator manufacturers that they shall undertake all technical support and after sales service.
- 2. Firms should have had average annual financial turnover of Rs.100.00 lakhs on DG set works in the last 3 years ending 31st December 2022. Supporting documents in the form of annual turnover statements & auditors' certificate for the last 3 years shall be enclosed.
- 3. Firms should have satisfactorily completed works, as stated below during the last 5 years ending last day of the month of December 2022.
 - a) <u>Two similar works of Diesel Generating set each costing not less than 20 lakhs</u> and of individual Diesel Generating set capacity not less than 300 KVA.

OR

b) One similar work of Diesel Generating set each costing not less than 30 lakhs and of individual Diesel Generating set capacity not less than 400 KVA

Similar work shall mean of "Supply, installation, testing and commissioning of DG set and associated equipments, etc."

The value of the executed works shall be brought to current level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion of work up to the date of receipt of tender document.

Completion Certificate issued by the officer of the client department of the rank of Executive Engineer or equivalent will have to be furnished along with the tender document. The Completion Certificate <u>along with copy of the client work order</u> must clearly indicate:-

- I. The date of completion of work
- II. Nature of work
- III. That the work has been completed satisfactorily
- 4. The firm shall have a full fledged office with appropriate man power setup in Bangalore. They shall furnish details of the same.
- 5. Similarly, the manufacturing company of DG engine and alternator proposed shall have a proper after sales arrangement/ service set up at Bangalore, details of which shall be furnished in the technical bid.
- 6. Intending firms should furnish the details about their firm as per the pro-forma provided in the "Schedule A"

Tender documents which do not contain the above details/documents are liable to be summarily rejected without any reference to the tenderers. As such firms are advised to submit the required documents/information in the first instance itself.

- 2. Tender documents consisting of specifications, schedule of quantities of the various items of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be purchased between the dates mentioned in the Notice Inviting Tender (NIT) between hours of 10.00 a.m and 04.00 p.m everyday except on Sundays and Public Holidays at free of cost at the above said office. The site for the works is available for immediate commencement of work.
- 3. The tender concept is "TWO ENVELOPE CONCEPT" and it has to be submitted as such. It should be always be placed in sealed cover, with the name of the project written on the envelope mentioning "Technical and Commercial Bid" and "Price Bid" as the case may be and submitted in two different sealed envelopes simultaneously on the prescribed date and time mentioned in the Notice Inviting Tender (NIT) to the THE SENIOR MANAGER, PREMISES AND ESTATE SECTION, HEAD OFFICE, 112, J C ROAD, BANGALORE.

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

- 3.1. The two envelope are classified as,
 - (1). The Technical & Commercial Bid and
 - (2). The Price Bid.
- 3.2. The first envelope super-scribed as "Technical & commercial Bid" should be submitted in a sealed envelope containing all the following details:
- i). All the schedules of the tender document, tender drawings if any & technical & commercial details of the proposed system equipment with its components & all other attachments other than the Bill of Quantity (Price Bid).

ii). The tender, (i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money of Rs.1,00,000/- (Rupees one lakhs only) by way of Demand Draft of a Scheduled Bank issued in favour of "Canara Bank, Head Office, Bangalore" payable at Bangalore.

No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be liable for rejection.

SUBMISSION OF THE EMD IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD.

- 4. The second envelope super scribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with technical & commercial bid. Non submission of the same along with technical and commercial bid shall automatically render the entire tender being rejected. This envelope should contain duly filled in Bill of quantities (enclosed in the tender document) with values written in words and figures, and as detailed elsewhere in the tender documents.
- 5.1 Tender shall be on prescribed form only which can be obtained from the office of

CANARA BANK,
PREMISES AND ESTATE SECTION, G A WING,
CANARA BANK, HEAD OFFICE,
NO.112, J C ROAD,
BANGALORE-2.

TELEPHONE: 080-22238819

- **5.2.** The time allowed for carrying out of the work will be not exceeding the period specified in the NIT i.e. 60 days commencing from the date of purchase order issued by the Bank.
- 6. The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
- 7. When a contractor signs a tender in an Indian language the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
- 8. Issue of tender form / documents is as per the NIT.
- 9. The 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 accepted tender including the Earnest Money as detailed in clause No. 12 of the General Conditions of the Contract. The EMD of the contractor whose tender is accepted, shall be forfeited in full in case he does

not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.

- 10. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. THE EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.
- 11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 12. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.
- 13.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words `Rs.' should be written before the figure of rupees and words `P' after the decimal figures, e.g. Rs.2.15 "P" and in case of words, the word `Rupees' should precede and the word `Paise' should be written at the end, unless the rate is in whole rupees and followed by the words `only' it should be invariably be up to two decimal places. While quoting the rate is in schedule of quantities, the word `only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found;
- i). the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)
- ii). if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)
- iii). where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.
- 13.2 In the case of any errors or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked "Original" shall be taken as correct rates.
- 13.3 All corrections such as cuttings, interpolations, omissions and over-writings shall be number as `c', `i', `o' and `ow' and initialed and total of such c, i, o and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.

- 14. An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
- 15. Sales tax,GST, work contract tax, or any other tax, any royalties, import duty, other duties if any, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently with exception specified in the clause 8 of the General Conditions of the contract of this tender.
- 16. The contractor shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.
- 17. No employee of the employer is allowed to work as a contractor for a period of 2 years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the employer as aforesaid before submission of the tender or engagement in the contractor's service.
- 18. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- 19. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
- 20. It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.
- 20.1 Further the tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.
- 21. The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.
- 22.1. The Employer does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

- 22.2 Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
- 22.3 A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.
- 23. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.
- **24. Method of Evaluation of tender:** All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tender will opened in the presence of the available tenderer.
- 24.1 Both the envelope superscribed as "Technical & Commercial Bid" and "Price Bid" will be simultaneously accepted, but the envelope superscribed as "Technical & Commercial Bid" alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.
- 24.2 Incomplete offers and offers not accompanied by the mandatory documents and EMD shall be rejected.
- 24.3 Further, offers will be evaluated against the stipulated eligibility criteria. Offers not complying with the eligibility criteria will be liable for rejection.
- 24.4 After the technical evaluation, such of those tenderer found technically acceptable will be short listed and their envelope containing "Price Bid "shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.
- 24.5 During the course of technical evaluation if found necessary the Employer / Consultant may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for the project of". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
- 24.6 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer / consultant only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information are furnished.

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

24.8 Techno-Economic evaluations:

Price evaluation shall be compiled taking into account.

- 1) The quoted cost of work by the contractor / vendor.
- 2) The anticipated operational cost of the DG set compiled for a period of 5000 working hours at 75% capacity load factor.

For this purpose tenderers shall furnish necessary details of the DG set in the prescribed format at schedule D i.e. the technical particulars of DG set to be furnished by the tenderers. Failure to submit the same may result in summary rejection of tender.

- 25. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of:
- (a) Standard form of Agreement on stamp paper.
- (b) Notice inviting tender, all the documents including tender, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,
- (c) Price Bid / Schedule Bill of Quantities.

For & on behalf of the Employer

TENDER - OFFER

I/We have read and examined the Notice Inviting Tender, prequalification criterion, proforma filled in by the successful DG set vendor, Schedules, Specifications Applicable, Drawings and Designs, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

I/We agree that should I/We fail to deposit the full amount of initial security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Employer and the same may at the option of the Employer be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

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

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

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

Dated the:day of 2023

Signature of Contractor Full

Witness, Name & address: Postal Address including

Pin Code NO. & Telephone NO.

1).

2).

ACCEPTANCE

| The above tender (as modified by us or negotiations as provided in the letters hereunder) is accepted by me for and on behalf of the Employer for a Rs(Rupees | sum | of |
|---|-----|----|
| | | |
| The letters referred to below shall also form part of this contract agreement: | | |
| a) | | |
| | | |
| b) | | |
| | | |
| c) | | |
| - / | | |
| | | |
| Dated thisday of 2023 | | |
| | | |
| | | |
| For & on bobalf of the Employer | | |
| For & on behalf of the Employer | | |
| Cinn thurs | | |
| Signature: | | |
| | | |
| Designation: | | |

FORM OF AGREEMENT

| This agreement made theday of the month ofin the year 2016 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office at 112, J C Road, Bangalore represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and |
|---|
| *Sri S/D/o |
| *SriS/D/o resident ofthe sole proprietor of M/s having office at the following address |
| * M/s the partnership firm having an administrative/principal office at represented by its Managing/duly authorised partner. |
| * M/s company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address, duly represented at duly represented |
| by its constituted and authorised Managing Director, Shri and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part |
| WHEREAS THE Employer / Bank is desirous that to undertake the work of supply, installation, testing & commissioning of 1 No 400 KVA Diesel Generator set with Manual panel, accessories and CPCB approved acoustic enclosure at Canara Bank, Head office annex, LIC Jeevan Prakash building, 113-1, J C Road, Bangalore as detailed in the notice inviting tender and their office mentioned and called for invitation to tender and the tender dated furnished by the tenderer for the supply, installation and performance of such works has been accepted by the Employer on the terms and conditions as set out therein and interalia others. |
| NOW THIS AGREEMENT WITNESSETH as follows: |
| 1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to. |
| 2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz; |
| a) Notice inviting Tender |
| b) General Rules and Instructions for the guidance of tenderers. |

c) The Tender offer, Letter of Acceptance, Letters from & to the tenderer, if any, leading to

d) General Conditions of contract along with Annexures thereto.

and prior to acceptance letter.

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

[Note : * Strike off whichever is not applicable]

- f) Schedule of quantities including Prices and tendered amount known as Price Bid.
- g) The details submitted in technical bid, design, technical brouchers, drawings and such other details etc.
- 3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to supply, install, commissioning and testing of 400 KVA DG set, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall from part of this agreement.

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

| to the Employer | | in the presence of |
|---------------------|--|--------------------|
| | Signature of Tenderer | (with seal) |
| | Signature of Authorised roof the Employer / Accept | - |
| Witness (Signature | , Name & Address): | |
| ١). | | |

2).

Schedule- A

Intending tenderers should furnish details about their firm as per the following Pro-forma

| 1. | Name of the Vendor | : | | | |
|----|--|--|------------|--------------|------------------|
| | Address | | : | | |
| | Telephone No. | Office Residence Mobile Fax E-Mail | | | |
| | 2. a) Status of the Fi Whether propri Pvt. Ltd. / Public | ietary / partne | ership / : | | |
| | b) Name of the Pro Partners, Director | • | : | | |
| | l) | | | | |
| | II) | | | | |
| | III) | | | | |
| | c) Year of establish | nment | : | | |
| | 3. Registration with of Companies (No | • | : | | |
| | 4. Registration with | Tax Authoriti | es : | | |
| | a) GSTN number (furnish copies of | : Income-tax Re | eturns) | | |
| | b) Sales Tax & com (Furnish the late | | ne returns | : filed): | KST No CST No |

5. Names of the Bankers with address

| II) | | | |
|-----------------------------|---------------------|---|-------------------------|
| | | ase attach copy of aud 1-22, 2020-21, 2019-20. | |
| Sl. No. | Year | Turnover | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| Registration with | Government / Public | Sector / Banks | |
| NAME OF THE ORGANISATION | NATURE OF WORKS | VALUE OF WORKS | DATE OF REGISTRATION |
| NAME OF THE | NATURE OF WORKS | VALUE OF WORKS | |
| NAME OF THE | NATURE OF WORKS | VALUE OF WORKS | |

9. Details of work executed as per the eligibility criteria point No.4:

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

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

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

10. Details of present works **300 KVA** and above, under execution (enclose copies of work orders issued by clients)

| Type of work | Work being executed for (name of the organization, with address) | Nature of work (in brief) | Location of work | Value of work order | Duration of work | Present stage of work |
|-----------------|--|---------------------------------|---------------------|------------------------|---------------------|--------------------------|
| | | | | | | |

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

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

| 12. DETAILS ABOUT THE AFTER SALES FACILIT | ITIF' | FACII | FS F | SALES | AFTFR | THE |)UT | ABC | AII S | DFT | 17. |
|---|-------|-------|------|-------|-------|-----|-----|-----|-------|-----|-----|
|---|-------|-------|------|-------|-------|-----|-----|-----|-------|-----|-----|

- a. Location and address of the service station.
- b. Is 24 hours service available?, If yes, furnish details.
- c. The list of the companies undertaken AMC of similar and above capacity DG sets to be furnished.

13. Details about the after sales service of the Engine and alternator facilities of the intending firms in Bangalore.

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

DECLARATION

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

Place: SIGNATURE OF THE VENDOR
Date: NAME & DESIGNATION
SEAL OF ORGANISATION

Schedule- B

Special information and instructions to the tenderers:

- 1. The Work has to be carried out at the Canara Bank, Head office main building J C Road, Bangalore. Failure to complete the work within the stipulated period on the pretext of non availability of site will not be considered for time extension. **Tenderers are therefore** advised to visit the site and familiarize with site conditions before quoting.
- 2. Tenderers are advised to go through the specifications and the schedule of work and clarify doubts if any, with the Bank's Engineer / consultant before quoting.
- 3. The contractor shall furnish full details of the materials he intends to use on the work like make, model no., printed literature/ catalogue showing all details, reference to any national/ international approvals etc. In case of any deviations from the specifications/ stipulations contained in the tender, the same shall be separately listed out by the contractor and enclosed with the tender (in technical bid). Failure to furnish the above details may result in rejection of tender summarily.
- 4. Warranty: The offer must include comprehensive on-site warranty for a period of 2 years from the date of the installation and commissioning of the equipment.
 - The firm shall be fully responsible for the manufacturer's warranty of Engine and alternator in respect of proper design, quality and workmanship of all equipments, accessories like Manual panel, residential silencer and exhaust system etc. covered by the offer. However the failure of the components of Manual panel due to other electrical faults will not be covered by the offer. The firm must warranty all equipments, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period the firm shall maintain the equipment and repair/ replace all the defective components at the installed site at no additional charge of whatsoever nature to the Bank.
- 5. A copy of the BOQ (without the price)in respect of both main work with the words "quoted" written shall be enclosed in the technical bid in order to indicate that all items have been quoted for in the price bid.
- 6. Relevant type/factory test certificates shall be furnished in respect of DG sets, CPCB enclosures, Manual panel etc.
- 7. Contractor shall impart appropriate training to the staff of the Bank in the operation/up keep of the machine at the time of handing over after installation.

SIGNATURE OF THE TENDERER WITH SEAL

Schedule C

Technical specifications of DG Set

(A) Diesel Engine:

General: The engine shall be of standard design, 4 stroke cycle, water cooled, turbocharged with air to air after cooler, direct injection type, developing suitable BHP for giving a power rating of 400 KVA at the load terminals of the alternator at 1500 rpm at ambient temperature of 40 degrees centigrade at 1000 meters above sea level & at 50% RH.

The engine shall be fitted with following accessories.

- Dynamically balanced flywheel
- Necessary flexible coupling & guard for alternator & engine
- Air cleaner
- Electronic governor
- In built external fuel service tank of 800 liters capacity for 8 hours running with all necessary accessories, connections, control equipments etc complete.
- Fuel system: Shall consist of an injection pump, electronic governor, mechanical type feed pump injection nozzles & fuel filter.
- Lubrication system: Shall be of the full forced pressure feed type. Necessary gear driven priming pump for the lubricated oil circuit shall be installed.
- Starting system: Shall comprise of necessary set of heavy duty batteries in a suitable battery stand, suitable starter motors, timer in the control panel to protect the starter motor from excessively long cranking runs suitably integrated with the engine protection system. Battery capacity shall be suitable for meeting the needs of starting system (e.g. three attempt starting), as well as the requirements of the control panel, indications & auxiliaries like priming pump etc., the system shall be capable of starting the DG set within 10-20 seconds of mains failure.
- A battery charger suitable to charge required no. of batteries complete with transformer, rectifier, charge rate selector switch, indicating ammeter, voltmeter shall be provided.
- Connections between battery charger & batteries shall be made with suitable copper leads with lugs etc.
- Exhaust piping: Class B MS pipes shall be used. The runs forming part of assembly on the engine flexible connections up to exhaust silencer shall not be measured. The work includes necessary cladding of exhaust pipe work using 50 mm thick glass wool /mineral wool/rock wool of density not less than 46 kg/sq.m & aluminium cladding (0.80mm thick) for the complete portion. The exhaust pipe work shall include necessary fastening/ supports as required at site.
- The cost of machine is inclusive of all incidental charges like preparation of drawings, submission of the same to CPCB/ CEIG/ Central Electrical Authority/ Electrical

Inspectorate, Government of Karnataka and arranging their inspections at site of work, obtaining and handing over their approvals to Bank.

- Permission, if any, required from the local bodies shall be obtained by the bidder.
- The workmen will not be allowed to stay within the premises.
- The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
- The contractor shall prepare three copies of as done drawing after completion of the work and shall submit along with the final bill.
- The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
- All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours.
- The bidder shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
- The bidder shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
- The bidder shall use only approved brands of materials.
- The bidder should visit the site and see the location where DG is to be installed.

Tropical Protection:

- All equipment, accessories and wiring shall have fungus protection, involving special treatment of insulation and metal against fungus, insects & corrosion.
- Screens of corrosion resistant material shall be furnished on all ventilating louvers to prevent the entrance of insects.Pre-dispatch Inspection and Commissioning Tests on equipment's and Installations:

1. Routine Tests/ Acceptance Tests:

- > The DG set shall also be inspected and tested for a continuous run of total 2 hours in the following manner:
 - First one Hours at 100% load with all doors of acoustic enclosure closed.
 - 2nd hour 110% load with all doors of acoustic enclosure closed.
- The verification/ measurement of fuel consumption shall be measured at 100% load, 75% load & 50% load. The DG set shall remain liable for rejection, if the actual fuel consumption calculated exceed 05% of the committed value. All other parameters shall be tested as per relevant IS. The bidder shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing.
- Voltage regulation test at 0.8 pf lag.
- ➤ High Voltage test at 1.6 kV for one minute on alternator after load test
- > IR test on alternator before and a load test.
- Vibration test as per IS
- Simulation of all the faults
- ➤ All Routine tests/ Acceptance Tests on Auto synchronization cum Distribution panel as per IEC standard.
- All Routine tests & Acceptance Tests on cables as per relevant IS.
- > Temperature Rise test on Auto synchronization cum AMF cum Distribution panel

- Functional Test (atleast three operations) on Auto synchronization cum Auto synchronization cum AMF cum Distribution panel, verification of control wiring, checking of all interlocks and checking of Visual indication and audio alarms.
- Verification of SCADA system.

2. Verification of Documents at the time of Inspection:

- > Certificate of type approval for compliance to mass Emission & Smoke norms. Certificate of type approval for compliance to noise norms
- > OEM's Test certificates (Routine) of turbocharged Engine & Alternator.
- > Type test certificates of turbocharged Engine & Alternator.
- > Type test certificate of AMF cum Auto Synchronization cum Distribution panel for similar design as per IEC standard.
- Routine test certificates of Switchgear items like ACB, CT, PT, Measuring meters and Protection meters.

3. Site Tests:

- At site, after successful installation of DG set, the vendor has to run the DG set for 2 hour at full load, during which proper functioning with all required parameters shall be tested. (Diesel to be supplied by the Bank).
- > IR test on Alternator, AMF cum Auto Synchronization Cum Distribution Panel and Cables.
- > HV test on AMF cum Auto Synchronization Cum Distribution Panel.
- > Primary Injection and Secondary Injection on Protective relays.
- Simulation of all the faults.
- Functional tests and verification of all the interlocks on panel and DG sets.
- ➤ Load trail test on DG set at rated load with Unity/ 0.8 pf for Four Hours. The required load bank shall be arranged by bidder. However, Diesel will be bared by Department.
- > On completion of the test, necessary test report shall be furnished.

The fuel consumption should be as detailed below:-

100% Load = As per OEM technical leaflet duly certified by the manufacturer

75% Load = As per OEM technical leaflet duly certified by the manufacturer

50% Load = As per OEM technical leaflet duly certified by the manufacturer

"The tenderer shall mention the fuel consumption at above mentioned load to be submitted along with the technical bid."

The bidder should provide the fuel consumption for 100% load, 75 % load & 50% load duly certified by the manufacturer along with the technical bid.

(B) Alternator:

Synchronous alternator, 400 KVA rating, brushless, single bearing, self excited & self regulated, 3 phase, 4 wire, 415 V, 50 HZ, 0.8 power factor, IP 23 enclosure, class F/H insulation, provided with automotive voltage regulator to hold the output voltage constant &

provide fast response to load changes. The alternator shall be designed & tested to comply with or better IS 4722 or equivalent standards.

The DG set shall be capable of delivering 10 % overload in excess of 400 KVA for one hour in every 12 hours.

(C) Base Frame:

The engine & alternator shall be mounted on a common base frame of ISMC 200 Channel. The base frame shall be sturdy & fabricated out of channel iron & designed to international standards.

(D) Manual Control Panel (Semi automatic, AMF logics):

Shall be Semi-automatic control panel type with AMF logistics fabricated out of 1.6 mm sheet steel, totally enclosed, dust, damp & vermin proof with IP 53 degree of protection, free standing, floor mounted & front operated type. It shall, ammeter, voltmeter, frequency meter, KW meter, KWH meter, voltmeter selector switches, indicating lamps, current transformer, control fuses, push buttons, timers, contactors, as required, hour run meter, hooter, battery charger unit with its own ammeter & voltmeter & aluminium busbar of 400 amps capacity. The semi-automatic panel shall be designed to sense the EB power and synchronise with the existing AMF within 5-6 seconds after mains failure & likewise switch it off after resumption of power. It shall incorporate into assembly all the above mentioned equipment for ensuring the following.

- a) Automatic operation on mains failure and as well as for manual operation.
- b) Testing set's healthiness with test mode & with load on mains.
- c) Triggering engine/generating set down devises due to faults/abnormalities
- d) Triggering specified visual/audio alarm indication& annunciation facility.

Following shutdown & protection equipment shall be integrated in the control panel.

Engine:

- a) Low lubricating oil pressure shut down
- b) High coolant temperature shut down
- c) Engine over speed shut down.

<u>Alternator</u>

- d) Overload protection
- e) Short circuit protection
- f) Earth fault protection
- g) Over voltage protection

Proposed Configuration of control panel along with makes & quantities of components is detailed below. In case of any proposed changes, tenderers may indicate the same in the technical bid.

Tenderers are required to furnish the makes of various materials they wish to offer along with full details as in the "schedule of technical particulars".

The firms may use equivalent materials of best quality, preferably with IS approval and from reputed manufacturer with the prior approval of the Bank.

(E) CPCB Approved acoustic enclosure:

The acoustic enclosure shall be of special sheet metal fabricated & powder coated. It shall be prefabricated, factory built, modular in construction & factory assembled. It shall be assembled in a base frame, fabricated in ISMC 200 channel or in sheet metal. The enclosure panels shall be 100 mm thick, filled with special grade high density (64kg/cu.m) resin bonded rock wool / foam for high absorption of sound. The rock wool shall be retained on the inside surface by 22 SWG perforated sheet steel specially designed for sound attenuation. Canopy shall be fabricated using pre- formed sections from 16/18SWG CRCA steel sheet of SAIL or equivalent make.

Colour shade shall be ivory, powder coated for enclosure & blue for top & base.

Specially designed stainless steel door locks & door hinges shall be provided for ensuring smooth operation & long life.

Absorption type, nonresistance residential silencer insulated from inside with glass wool shall be provided to suppress exhaust noise from the engine.

The acoustic enclosure shall achieve a maximum sound level of 75 dB(A) when measured at a distance of 1 mtr from the enclosure alround under full loaded condition, as per IS8528 Part10 as per approved CPCB norms.

(F)Testing & Handing over

- a) The DG set in its entirety (fully assembled condition) shall be tested at the tenderer's factory premises on load of unity power factor for the rated KW rating.
- b) All tests should be conducted in the factory including 10% over load test for a period of 1 hour & Quality Assurance Test certificate submitted by their in-house department should be submitted before dispatch.
- c) In any case, after successful factory testing of the set, a trial run of the set for 120 hrs/15 days whichever is earlier shall be carried out at site with available load during which the contractor will be free to carry out necessary adjustments.
- d) During the trial run a record of all relevant parameters shall be maintained during & subject to them being satisfactory, the sets shall be taken over by the owner for regular operation. Fuel to run the sets during the trial period shall be provided by the Bank.
- e) CPCB approval / type test certificate for the acoustic enclosure shall also be handed over.

(G) Acceptable makes of materials

Engine : Kirloskar, Cummins, Mahindra Powerol, Ashok Leyland, Volvo, Greaves

Alternator: Kirloskar, Crompton, Stamford or equivalent make

Acoustic Enclosure: CPCB approved

Batteries : Exide, Prestolite, Cummins

(H) Deviations from Technical Specifications:

In case there are deviations in technical specifications between those specified above and those offered by tenderers, the same shall be clearly brought out in a separate sheet & appended with the tenders, failing which it shall be construed that the prescribed technical specifications are acceptable to the tenderers.

SIGNATURE OF THE TENDERER WITH SEAL

Schedule D

Technical particulars to be furnished by the DG set vendor

| Sr. No. | Particulars | Unit | To be filled by the vendor |
|---------|--|--------------|----------------------------|
| | Engine | | |
| 1 | Electrical KVA Rating (Prime) | KVA | |
| 2 | Power in Kw (100% load) | KW | |
| 3 | Alternator phase | single/three | |
| 4 | Prime Rating(Eng. Power) | bhp | |
| 5 | No. of Cylinders | No. | |
| 6 | Engine Configuration | | |
| 7 | Speed | rpm | |
| 8 | Compression Ratio | | |
| 9 | Piston Speed | m/s | |
| 10 | Displacement | ltrs | |
| 11 | Bore | mm | |
| 12 | Storke | mm | |
| 13 | Type of Cooling | Air/Water | |
| 14 | Aspiration | NA/T/TA | |
| 15 | Governor type | Electronic | |
| 16 | Govering class | | |
| 17 | Fuel consumption | ltrs/hr | |
| | 100%Load | | |
| | 75%Load | | |
| | 50% Load | | |
| | Lub Oil Consumption at 75% load | ltrs/hr | |
| 18 | Lub oil sump capacity | Ltr | |
| 19 | Recommended Lub oil | | |
| 20 | Recommended Lub oil change period | Hrs | |
| 21 | Type of Lub oil Filter | | |
| 22 | Type of Air cleaner | | |
| 23 | Electrical System (12V / 24 V) | Volts | |
| 24 | Radiator Fan Power | BHP | |
| 25 | Radiator Coolant Capacity | Ltrs | |
| 26 | Mechanical Efficiency | % | |
| 27 | Thermal Efficiency | % | |
| 28 | Engine Weight Dry (without Radiator) | Kgs | |
| 29 | Power to weight ratio | BHP/Wght | |
| 30 | Engine Dimension (with Radiator) | LxWxH | |
| | Genset | | |
| 1 | Genset Model | | |
| 2 | Recommended Rating (Prime Rating) | KVA @ 0.8 PF | |
| 3 | Overall Dimension of Canopy (Dimensions of canopy box)(Length x Width x Height) (w/o : Silencer) | mm | |

| 4 | Dry weight of Genset with Canopy | Kg | |
|----|---|---------------|--|
| 5 | Alternator Make & full load output in KVA | Make | |
| 6 | Alternator Efficiency | % | |
| | at 100% load | | |
| | at 75 % load | | |
| | Enclosure details | | |
| 7 | Voltage Regulation | | |
| 8 | Insulation Class: Stator/Rotor | | |
| 9 | Batteries:Make, No. & AH capacity | AH | |
| 10 | Fuel tank capacity | Lit | |
| 11 | Static Load (Weight) | Kgs | |
| 12 | Dynamic Load (Weight) | Kgs | |
| 13 | Overloading Capacity (1hr in 12 Hrs | | |
| | Running) | % | |
| | | | |
| | CANOPY | | |
| 1 | Sheet - Gauge | mm | |
| 2 | Insulation Material | | |
| 3 | Temperature Variation (inside / outside Canopy) | | |
| 4 | Noise | dba | |
| 5 | Type of Fuel Tank | | |
| | 6:1 | 0.1 | |
| 6 | Silencer position | Out or in of | |
| 7 | No. of Silencer | canopy Qty | |
| 8 | No. of Steffeet | Out or in of | |
| | Control Panel Position | canopy | |
| 9 | Lifting Arrangement | | |
| | Maintenance Attributes | | |
| | | D- | |
| 1 | Cost of spare Oil Filter | Rs | |
| 2 | Cost of Air Filter | Rs | |
| 3 | Cost of Lub Oil | Rs. Per Ltr | |
| 4 | Waranty Offered | Years | |

II Alternator

- a) Make
- b) Enclosure details
- c) Full load output in KVA
- d) Full load output in KW at 0.8 PF
- e) Efficiency at full load
- f) Class of insulation of stator
- g) Class of insulation of rotor

III. Acoustic enclosure

- a) Make-
- b) Size-
- c) Details of acoustic lining material & make-

IV. Batteries

- a) Make
- b) No.
- c) AH capacity

V. General

- a) Overall size of DG set (LXWXH)
- b) Overall weight of DG set
- c) Noise level of DG set at one metre with acoustic enclosure.

VI. Semi Automatic Control panel

- a) Make:
- b) Makes & ranges of the following components

SIGNATURE OF THE TENDERER WITH SEAL

GENERAL CONDITIONS OF CONTRACT

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

1. DEFINITIONS / INTERPRETATIONS:: -

- i). The `Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, designs, drawings and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- ii). In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
- a) The 'Firm', `Tenderer' or `Supplier' or `Contractor' or vendor shall mean the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and theirs legal heirs and successors or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
- b) The `Employer' or `Bank' means any officer of the Canara Bank, who is specifically authorised to enter into contracts in respect of the above works.
- c) The `Engineer-in-Charge' means the Senior Manager, or Officer, / Engineer and/or Site Engineer who shall supervise and be in-charge of the work or any other authorised representative or person specifically deputed by the Employer and / or the Consultants wherever they are employed from time to time by the Employer.
- d) `Contract Price' shall mean the final accepted rates in the Price Bid hereto.
- e) `Date of Contract' means the `Calendar date on which the Employer and Contractor have signed the Agreement on the Stamp Paper.
- f) "Accepting Authority" shall mean official designated by the Bank (the Employer).

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

h) `Appellant Authority' shall mean The General Manager, GA Wing, Head office of the Bank (the Employer). Who shall also be the authority to consider any extension of time or compensation as defined in clause hereunder.

- h) `Notice in writing' or `written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
- i) 'virtual completion' shall mean that the work/installation is complete in all respects in the opinion of the Employer and for which the completion/clearance certificate has been issued by the Bank's Officer/Engineer -in-charge and the installation is fit for usage.
- j) `Drawings' shall mean all drawings and/or design drawings furnished by the tenderer / sketches duly signed by the authorised Bank's Officer/Engineer-in-charge on behalf of the Employer before commencement or during the progress of the work.
- k) `Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
- l) "Warranty period" shall mean a period of twenty four months from the certified date of virtual completion issued by the Bank's Officer/Engineer-in-charge and accepted by the Employer.
- m) "Site" shall mean the location at Canara Bank, Head office annex, J C Road, Bangalore where the DG set is to be installed and commissioned as per tender schedule of quantities allotted by the employer for the firm's use.

2. SCOPE OF WORKS TO BE CARRIED OUT ::

- 2.1 The work consists of the contractor's own design based on technical specifications furnished. The contractor / supplier shall be responsible for its functioning according to the design criteria and its parameters. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.
- 2.2 The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.
- 2.3 The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on material, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.
- 2.4 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing

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

- 2.5 In the case of discrepancy between the schedule of quantities, the specifications and/or the Drawings, the following order of preference be observed:
 - a) Description in Schedule of Quantities.
 - b) Particular Specifications and Special condition, if any
 - c) Drawings prepared for the design.
 - d) BIS Specifications.
- 2.6 If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.
- 2.7 Any error in description or quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- 2.8 The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer shall if involving a variation be confirmed in writing to the contractor/s within 7 days.
- 2.8.1 No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as provided in clause "Variation".
- 2.8.2 Regarding all factory made products, they shall be manufactured as per their respective IS code updated and all test undertaken at factory.
- 3. The work shall be carried out at Canara Bank, Head office, Main Building, J C Road, Bangalore. The Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

Work shall be carried out through qualified electrician /supervisor with appropriate license as per statutory rules.

4. TENDERS ::

- 4.1 The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the tender and its stipulations) together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the tenderer. (Also refer point no.13 of General Rules & Instruction for guidance of tenderers)
- 4.2 No modifications, writing or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to original tender papers.
- 4.3 The tenderers should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer, detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor's analysis.
- 4.4 The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.
- 4.5 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum contracts, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer / Consultant.
- 4.6 The Employer has power to add to, omit from any work as shown in the drawings or described in the specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorisation from the Employer. No variation shall vitiate the contract.
- 4.7 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. SIGNING OF CONTRACT & AGREEMENT ::

- 5.1 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign the contract consisting of:
 - a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of

invitation of tender and acceptance thereof together with any correspondence leading thereto.

- b) Standard tender Form consisting of ::
- i) Notice inviting tender, eligibility criterion, General Rules and Instructions.
- ii) General Conditions of contract and clauses of contract along with Annexures thereto, like specification, special conditions etc.
- iii) Bill of Quantity and Price Bid.
- iv) List of Approved Brands/manufacturers appended, if any.
- 5.2 The contractor shall pay for all stamps and legal expenses, incidental thereto.

6. PERMITS AND LICENCES::

- 6.1 Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the contractor. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-availability of such materials in due time on this account or according to his own requirements.
- 6.2 The contractor may, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer / Consultant is reasonable.

7. GOVERNMENT AND LOCAL RULES::

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

8. TAXES AND DUTIES ::

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

i). The tenderers must include in their tendered cost all duties royalties, cess and sales tax or any other taxes or local charges like octroi etc. if applicable. No extra claim on this account will in any case be entertained. However, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, if any further new tax, royalties cess or levy is imposed by Statute, and any Central Excise Duty by the Central Government on the Main Equipment and not on any type of sub-components or material involved in its manufacture or on installation materials like piping or electrical cabling, its switch gears etc., after the date of receipt of tenders, and the contractor there upon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and

binding on the contractor) attributable to delay in execution of work within the control of the contractor. On account of any downward revision of such taxes / levies, the benefit shall be passed on to the Employer and shall be binding on the contractor even without the claim by the Employer.

- ii). The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Employer and / or the Engineer-in-charge and further shall furnish such other information / document as the Employer may require from time to time.
- iii). The contactor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Employer that the same is given to pursuant to this condition, together with all necessary information relating thereto.
- 9. No optional items should be quoted in the tender.

10. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of quantities are intended to cover the entire works as per the drawings / scope of work, and therefore the contractor is bound to complete the works at the same quoted rates in the event of quantity exceeding the specified bill of quantity, but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefor.

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

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

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

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

i). Earnest Money Deposit: The tenderer will have to deposit the specified amount of earnest money as detailed in the notice inviting tender at the time of submission of tender. No interest will be paid on the earnest money. The earnest money of unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender. The exception certificate for non submission of EMD issued by National Small Industries Corporations or any other Government / quasi Government organizations shall not be honored.

ii). Initial Security Deposit: The successful tenderer whose tender is accepted shall be required to furnish by way of Initial security a sum which shall be equal to 2% (two percent) of the accepted value of the tender including the Earnest Money Deposit, within 14 (fourteen days of the date of issue of the letter of acceptance of his tender, in Demand Draft payable to the Employer or by way of Bank guarantee of any scheduled Bank other than Canara Bank, for the duration of the contract period and defect liability period.

13.1 CONTRACTOR TO PROVIDE EVERY THING NECESSARY ::

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

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

i). Time of completion:

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

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

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

ii). EXTENSION OF TIME::

- (a) The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract. If the contractor commits default in the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely or to deduct the liquidated damages as per the tender clause.
- (b) Request for extension of time, to be eligible for consideration, shall be made by the contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.
- (c) In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within 3 weeks of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.
- (d) The decision of the Employer for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the contractor, and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

iii). Progress of Work:

During the period of work, the contractor shall maintain proportionate progress on the basis of a programme chart submitted by the contractor or prepared by the consultant or by the Architect whoever is responsible for such programme of work. Contractor shall plan for procurement of materials, equipments well in advance and reflect the same in a progress chart so that there is no delay on the part of the contractor in completion of the project. Maintenance and production of such records as and when required shall be the responsibilities of the contractor.

15. LIQUIDATED DAMAGES ::

Time is the essence of the contract. Thus the tenderer shall be aware and take note that non-supply or commissioning of the equipment / system will affect the Banks committed programs and thus the loss by way delayed services / completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the tenderer without the necessity of providing for any details of such losses suffered by the Bank. Further,

- 15.1 If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the employer on the contract value of the work for every completed week that the progress remains incomplete.
- 15.2 For this purpose the term `Contract Value' shall be value at the contract rates of the work as ordered / accepted.
- a) Completion period (as originally stipulated) not exceeding 60 days @ 1 percent per week

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the Contract Value.

- a) Completion period (as originally stipulated) not exceeding 6 months. 10 percent
- 15.3 The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

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

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

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

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

- 17.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International), and / or Statutory Authorities, with whose system and design or technical know-how are/were proposed to have connection with this work. So also the contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.
- 17.2 The contractor shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.
- 17.3 The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer aloof and indemnified in all respects from such actions, cost and expenses.

18. CLEARING SITE AND SETTING OUT WORKS ::

- 18.1 The site of work shown shall be cleared of all obstructions, waste materials, rubbish of all kinds. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipments, materials or installations shall be re-done to maintain the originality and leveled at the contractors own cost.
- 18.2 The contractors shall set out the works and shall be responsible for the true and perfect setting out the works and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer.

19. FIXING, FASTENING OF EQUIPMENTS ::

- 19.1 The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations.
- 19.2 The contractor while fixing any material or equipment to be suspended from the ceiling, shall use fasteners of suitable strength to hold the weight of the suspended system/equipment or material and such fasteners shall be fixed by means of power drills. The contractor shall not chip the ceiling unless ordered & approved by the engineer-incharge.
- 19.3 The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS::

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

21. ACCESS ::

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

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

- 22.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Consultant during the execution of the work, and to his entire satisfaction.
- 22.2 If required by the Employer, the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc. under test conform to relevant I.S. standards or as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor.
- 22.3 All material must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the Employer when so directed by the Employer.
- 22.4 Should the work be suspended by any reason, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

23. REMOVAL OF IMPROPER WORK ::

23.1 The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer are not in

accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with drawings and specifications or instructions.

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

24. CONTRACTOR'S EMPLOYEES ::

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

24.2 No Child Labour:

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

24.3 Labour Legislation:

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

- 24.4 The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- 24.5 The tenderer shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

24.6 COMPLIANCE OF LABOUR REGULATIONS:

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

25. DISMISSAL OF WORKMEN ::

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

26. ASSIGNMENT ::

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

27. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC ::

- 27.1 Damages to persons: The Tenderer shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.
- 27.2 The clause shall be held to include interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.
- 27.3 The tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

- 27.4 Damages to property: The Tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- 27.5 The tenderer shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.
- 27.6 The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the contractor.
- 27.7 If the tenderer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the tenderer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the tenderer, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

27.8 i) TRANSIT INSURANCE ::

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

ii) INSURANCE:

In his own interest the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed.

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

28. ACCOUNTS RECEIPTS & VOUCHERS::

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

29. MEASUREMENT::

- 29.1 Before taking any measurement of any work the contractor shall give reasonable notice to the consultant or the representatives of the Employer or the site engineer if any, and measurements particularly concealable in nature shall be jointly taken and recorded and such statement of measurement shall be enclosed along with the bill or running bills. In the event of such measurement taken directly by the contractor the details shall be recorded and routes be marked for inspection of the consultant or engineer-in-charge.
- 29.2 Any deviation or discrepancies observed by the engineer-in-charge or the consultant shall be brought to the notice of the contractor or their representatives and during such inspection and measurement if the contractor fails to be present the certification of the engineer-in-charge or the consultant shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

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

- 30.1 Payment Terms:
- i). All bills shall be prepared by the contractor in the form agreed or furnished by the Employer.
- ii). No mobilization advance amount will be paid to the firms. Payments to the contractor will be regulated as below:
- a) 30 % of the cost of the 400 KVA DG set and manual panel against supply / delivery of equipment at site, duly unpacked and supported by necessary documents / test certificates etc, and certification of Engineer in charge.
- b) 65 % upon completion and upon handing over of the DG sets after successful testing & commissioning at site.
- c) 5% at the end of the warranty period of 2 years; against Bank guarantee from any Scheduled Banks other than Canara Bank for equivalent amount in favour of the Bank valid upto the completion of warranty period.

- (iii) All such interim payments accepted by the Contractor shall be regarded as payments by way of advances against final payment only. These shall not preclude bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or reerected.
- (iv) All such payments other than initial advance payment are subject to deductions of security deposit as detailed in the tender elsewhere.
- 30.2 Any certificate given by the Bank's Officer /Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications.
- 30.3 Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge/employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.
- 30.4 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.
- 30.5 All the payments, interim or otherwise other than the initial advance, are subject to statutory deductions of Income Tax & its Surcharge, Sales tax deductions as notified by respective Local State Government/Authority and any such instructions conveyed from time to time. From the interim bills, the retention money as detailed elsewhere in this tender shall also be deducted.
- 30.6 The final bill shall be submitted by the contractor within 1 (one) month from the date of completion of work or from the date of certification of virtual completion certified by the branch-in-charge.

30.7 FINAL PAYMENT:

- (1) The Tenderer shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge / consultant whichever is earlier. No further claims shall be made by the tenderer after submission of the final bill or on acceptance of the final payment and these shall be deemed to have been waived and extinguished.
- (2) In the event of any dispute, payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge / consultant, shall be made by the employer within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge / consultant.

31. VARIATION / DEVIATION ::

The Engineer-in-Charge with the specific approval of the Employer shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the tenderer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
- (b) In the event of any deviation being ordered which in the opinion of the tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".
- c). The tendered rates, shall hold good for any increase or decrease in the tendered quantities upto variation of $25\,\%$ and as stipulated elsewhere for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item is beyond $25\,\%$, the rate for the respective item may be reviewed on mutually agreed terms.

32. SUBSTITUTION:

Should the contractor desire to substitute any materials and workmanship, He must obtain the approval of the Employer in writing for any such substitution well in advance. In respect of Materials whose makes are not specified in the tender, specific approval of the Employer has to be obtained in writing before their usage.

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

- 33.1 The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Employer that they have completed the work and it is ready for inspection.
- 33.2 On completion the contractor shall clean all the area and its surroundings, equipments etc. and will leave the entire area clean and ready for immediate usage to the satisfaction of the Employer.

34. CLEARING SITE ON COMPLETION:

- 34.1 On completion of the works the contractor shall clear away and remove from the site all constructional materials, plant & equipments, tools, surplus materials, scraps, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer.
- 34.2 In the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deductions in the payments due to the contractor and the contractor shall not dispute such payments.

35. CONCEALED WORKS ::

The contractor shall give due notice to the Employer / Consultant wherever any work is to be buried or concealed in the building in the earth, flooring, walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions or measurements taken before such burial. In default whereof the same shall, in the opinion of the Employer / Consultant be either opened up for measurement at the contractors expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matter which cannot be conveniently tested or checked, the notes / certification of the Engineer-in-charge / Consultant shall be accepted as correct and binding on the contractor.

36. ESCALATION::

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

37. IDLE LABOUR ::

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

38. SUSPENSION OF WORKS ::

- 38.1 Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the tenderer in respect of any delay in commencing, completing or during the progress of work or inferior workmanship, may serve notice in writing absolutely determine and cancel the contract in any of the following cases;
- i) If the contractor having been given by the Employer / Consultant a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- iii) If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
- vi) If the contractor commits any acts mentioned in terms of tender hereof: And when the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers::
- a) To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.
- b) In any such event the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost incurred by the Employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.
- 38.2 In any case in which any of the powers conferred upon the Employer hereof, shall have become exercisable £the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

39. TERMINATION OF CONTRACT BY EMPLOYER ::

39.1 If the contractor::

- (a) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in- Charge; or
- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Engineer-in-Charge: or
- (d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favouring him in relation to the obtaining or execution of this or any other Contract for the Employer; or
- (e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- (f) shall obtain a Contract with the Employer as a result of wrong tendering or other unethical methods of competitive tendering; or
- (g) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (h) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

- 39.1.2 The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the tenderer.
- 39.1.3 The Engineer-in-Charge / Consultant shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree ::
 - (a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) to carryout the incomplete work by any means at the risk and cost of the Tenderer.
- 39.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work.
- 39.3 Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Tenderer on any account, and if such moneys are not sufficient the Tenderer shall be called upon in writing and shall be liable to pay the same within 30 days.
- 39.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge with the approval of the Employer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale hereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- 39.5 Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

40. SETTLEMENT OF DISPUTES AND ARBITRATION ::

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

- 40.1(A). If the tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing for written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of two months from the receipt of the tenderer's letter.
- (B) Upon receipt of such written instructions or decision the tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the tenderer shall within a period of thirty days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.
- 40.3 All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows:
- 40.4 Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the tenderer a panel of three names of persons who shall not presently be connected with the work. The tenderer shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.
- 40.5 If tenderer fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the tenderer shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so the tenderer shall communicate to the Appellant Authority the name of one officer from the list who shall then be the Sole Arbitrator.
- 40.6 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 40.7 It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority

of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Part (ii) above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.

- 40.8 It is also a term of this contract that no person other than a person appointed by Appellant Authority, in charge of the work as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 40.9 It is also a term of the contract that if the tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contact in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.
- 40.10 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 40.11 The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- 40.12 It is also a term of the contract that any fees TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.
- 40.13 It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion. The fees, and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- 40.14 The award of the Arbitrator shall be final and binding on both the parties

41. RIGHT TO AUDIT/TECHNICAL EXAMINATION ::

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

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

42. LIEN ::

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

43. EXTERNAL INSPECTION & AUDIT :-

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

- (ii) IF it shall appear to the Engineer-in-Charge or to the Engineer in charge of Quality Control or any designated auditors / officials of the Employer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.
- (iii) In the event of the contractor failing to do so within a period specified by the Engineer-in-Charge / Consultant in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.
- (iv) In such case the Engineer-in-Charge / consultant may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer or the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and without substantially affecting the utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same shall be final and binding on the tenderer.

SIGNATURE OF TENDERER WITH SEAL

PART II - PRICE BID

(To be submitted in sealed envelope marked "Envelope No. 2- Price Bid")

Bill of materials for supply, installation, testing, commissioning & handing over of 1 No 400 KVA capacity Diesel generator set at Canara Bank, Head office J C Road, Bangalore.

We have read and understood the terms and conditions of the tender as detailed in the tender documents. We hereby accept these terms and conditions and quote our all-inclusive rates as under:

A. Supply items:

| S.No | ITEM | QTY | RATE / UNIT IN RS | AMOUNT IN RS |
|--|--|-------|----------------------|-----------------|
| 1. | Lump-sum price for supply of 400 KVA | | | |
| | Capacity Diesel Generating set consisting | | | |
| | of Diesel Engine, alternator, base plate, | | | |
| | suitable fuel tank of minimum 800 ltrs | | | |
| | capacity, in built standard engine | | | |
| | mounted instrument panel, batteries with | | | |
| | stand in CPCB approved acoustic | | | |
| | enclosure as per the detailed technical | | | |
| | specifications enclosed in the technical | | | |
| | bid including excise duty, VAT/sales tax, | | | |
| | octroi, insurance and freight. | 1 Set | | |
| 2. | Lump-sum price for supply of manual | | | |
| | control panel semi-automatic type AMF | | | |
| | logics with MCCB control (Single | | | |
| | contactor sensing amf as per the detailed | | | |
| | technical specifications enclosed in the | 1 Set | | |
| | technical bid including excise duty, sales | | | |
| | tax, octroi, insurance and freight etc. | | | |
| (A) Sub total in figures and words (1+2)(Excluding GST): | | | | |

В.

| S.No | SCHEDULE OF WORK | QTY | RATE | AMOUNT IN Rs. |
|------|---|----------|------|---------------|
| B.1. | Installation charges including positioning, transportation of 400 KVA DG set, Crane services, manual panel, accessories, CPCB approved acoustic enclosure etc. | 1 No. | | |
| B.2. | Supervision charges for commissioning & testing of 400 KVA DG set at site. | 1 No. | | |
| B.3 | Supply, erection and labour charges of the following ancillary materials including taxes, freight charges etc. | | | |
| B.4 | a) 125mm dia MS exhaust pipe with flanges, supports & necessary hardware supports upto terrace floor with red oxide and finished paint complete | 20 mtrs | | |
| B.5 | b) Aluminum cladding material for 125mm exhaust pipe. | 20 mtrs | | |
| B.6 | c) Aluminum cladding material for residential silencer 8 inch dia pipe silencer insulation cladding with 22SWG aluminium sheet 50mm thick glass wool & mesh and all accessories | 1 No. | | |
| B.7 | d) 40 mm x 6 mm Gl strip with sleeves for body earthing. | 30 mtrs | | |
| B.8 | e) 40 mm x 6 mm copper strip with sleeves for neutral earthing | 20 mtrs | | |
| B.9 | g) Carrying out earthing with Copper bottom earth plate 600 x 600 x 3 mm and earth station materials like GI pipe 40 mm dia class 3 mtr long GI pipe, sand, charcoal etc. as per BIS including digging, chamber construction etc. | 2 no's | | |
| B.10 | h) Carrying out earthing with Gl bottom earth plate 600 x 600 x 3 mm and earth station materials like Gl pipe, sand, charcoal etc. as per BIS including digging, chamber construction etc. | 2 no's | | |
| B.12 | j) Control cable 4 core X 4 sqmm copper armoured | 20 mtrs | | |
| B.13 | k) Supply and laying of 3.5C X 300 Sqmm pvc insulated, sheathed armoured 1.1KV grade aluminium conductor cable from the control panel to Main LT panelin LT room. Cable shall be 2 runs between the Generator & Main LT | 180 mtrs | | |

| | panel and one run from LT panel to APFC panel .Cable shall be laid in new trench between the Generator & LT panel and in the existing trench between LT panel & APFC panel | | |
|------|---|--------|--|
| B.14 | 3.5 X 300 sqmm cable with suitable copper lugs and brass cable glands complete | 6 sets | |
| B.15 | 4 x 4 sqmm copper cable end termination | 2 sets | |
| B.16 | Preparation of Foundation for new 400 KVA DG set with PCC M20 grade 20mm aggregate, well graded M sand. The rate is inclusive scaffolding/formwork, necessary vibration, curing etc | 9 CUM | |
| B.17 | Preparation of Cable trench from the yard to LT room for laying cable with necessary brick protection, sand with cover as required complete. | | |

| S.No | SCHEDULE OF WORK | QTY | RATE | AMOUNT IN RS |
|------|---|-------|------|-----------------|
| B.18 | Incidental charges like preparation of drawings, submission of the same to CPCB/CEIG/Central Electrical Authority, arranging their inspections at site of work, obtaining and handing over their approvals to Bank. | 1 job | | |
| B.19 | Supply of fire extinguishers 5 ltrs capacity, first aid box rubber mat, 2 no's bucket with frame, dander board, no admission chart | 1 set | | |

(B) Subtotal in figures and words (Excluding GST):

| S.No | SCHEDULE OF WORK | QTY | RATE | AMOUNT IN RS |
|------|---|-------|------|-----------------|
| C.1 | Buyback amount for 380 KVA set without panel. The vendor should take permission from the Electrical Inspectorate authorities for removal of DG set | 1 set | | |

(C) Subtotal in figures and words (Excluding GST):

Total cost: (A) + (B) -(C) in figures(Excluding GST):
In words (Excluding GST):

SIGNATURE OF TENDERER WITH SEAL (Affix Office Stamp)