



TENDER FOR

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DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING OF BUILDING MANAGEMENT SYSTEMS AT HEAD OFFICE MAIN BUILDING, JC ROAD

PART – I

(TECHNO COMMERCIAL BID)

**GENERAL CONDITIONS,
SPECIAL CONDITIONS**

&

TECHNICAL SPECIFICATIONS

Last date for submission of Tender: 14.11.2025 at 15.00 hrs

THE TENDER BOX WILL BE CLOSED AT 15.00 Hrs. ON 14.11.2025

AND OPENED AT 15.30 Hrs. ON 14.11.2025

THE TENDERER SHOULD SIGN AND AFFIX THEIR

SIGNATURE & COMPANY SEAL IN ALL PAGES OF THE TENDER DOCUMENT



TENDER NOTICE

Tender issued to: M/s

Signature of issuing Authority:

Name / Nature of the work: DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING OF BUILDING MANAGEMENT SYSTEMS AT OUR HEAD OFFICE MAIN BUILDING JC ROAD.

1. Time for Completion : 2 Months from the date of issue of Work Order
2. Period of Issue of Tender Forms : From **30.10.2025** to **14.11.2025**
3. Last Date and Time For Submission of Tenders : On or before **14.11.2025** up to **03:00 PM**
4. Date / Time of Opening Of Technical Bid : On **14.11.2025** at **03:30 PM**
5. Cost of Tender Form : Nil
6. E. M. D : Rs 67,500/= (Rupees Sixty seven Thousand Five Hundred only)

should be submitted in the Sealed cover on or before **14.11.2025** up to **03:00 PM**.

Tender documents consisting of specifications, the schedule of quantities of the various works to be done and the set of terms and conditions of Contract to be complied with by the Contractor and other necessary documents which form the part of Tender can be obtained from this office between 10:00 AM and 05:00 PM on all Bank working days From **30.10.2025** to **14.11.2025** Tender documents will be available in the Bank website

Alternatively, the Tender documents consisting of above can be downloaded from our website *i.e.* www.canarabank.com and the downloaded documents can be used for quoting the Tender. In case of any ambiguity/discrepancy between the downloaded Tender document and original Tender submitted in hard form, the documents placed on the website shall prevail.

Sd/-

Asst. General Manager

Premises & Estate Section

Canara Bank Head Office

Bengaluru

**PREMISES & ESTATE SECTION,
CANARA BANK HEAD OFFICE, BENGALURU.**

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

The Firms which are complying with the pre-qualification criteria detailed in these documents only are eligible to participate in this Tender.

1. Sealed Tenders are invited from competent Tenderers, on behalf of the Canara Bank Head Office, Bengaluru, hereinafter known as the Bank, for the work of
DESIGN SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BUILDING MANAGEMENT SYSTEMS AT OUR HEAD OFFICE BUILDING JC ROAD.
Scope of work involves design supply, Installation, testing at site and commissioning of the Building Management Systems at our Head Office Main Building JC Road , along with its allied works etc which are fully described in the scope of work and technical specifications.
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 can be purchased on the dates mentioned in the Notice Inviting Tender (NIT) between hours of 10.00 AM to 05.00 PM on all Bank Working Days on payment of DD as specified in NIT, at the office of the Asst. General Manager, Premises & Estate Section, Canara Bank Head Office at the address furnished above.
3. The site of installations: Canara Bank Head Office JC Road Bengaluru
4. The Tender concept is “TWO ENVELOPE CONCEPT” and it has to be submitted as such. Two sealed envelopes should be placed in a single sealed cover, with the name of the project super scribed on the envelope mentioning ‘Tender for Design, Supply & Installation of BMS systems at our main Building Head Office JC Road. Envelope containing Technical Bid is to be super scribed as “Technical Bid” and the envelope containing price bid should be super scribed as “Price Bid” as the case may be and submitted on or before the prescribed date and time as detailed below. The sealed Tenders are to be dropped in the Tender Box kept at the office of :

Asst. General Manager,

Premises & Estate Section

Canara Bank Head Office,

112 J C Road, Bengaluru-560002.

Tenders shall dropped in the Tender Box on or before : **14.11.2025 up to :3:00 PM**

5. The Technical bid will be opened in the said office on : **14.11.2025 at 03.30 PM**

In case, the date mentioned above happens to be a holiday, the tenders will be opened on the next working day at the same time.

The date of opening the price bid will be intimated subsequently only to such Bidders whose technical bids are found qualified as per the pre-qualification terms and conditions. The Tenderers are requested to be present during the opening of the Tender in their own interest.

6. The two envelopes are classified as,

(1). The Technical Bid

(2). The Price Bid.

The first envelope super scribed as “Technical Bid “ should be submitted in a sealed envelope containing all the following details/Documents/enclosures:

- i). All the schedules of the Tender document, Tender drawings if any, BMS layout & technical details of the proposed BMS with its components & all other attachments.
- ii) Un priced but signed blank copy of price bid indicating only quoted / not quoted in the relevant column (Rate/Amount column). This is to ascertain that the Tenderer has quoted against all relevant items in order. **If the priced bill of quantities are enclosed in the envelope containing Technical Bid then, the Tender will be disqualified and rejected summarily.**
- iii).The technical features/brochures of the BMS system, and such other details/data required for the technical evaluation of the entire system offered. (It is essential that any technical information considered useful should be furnished at the first instance itself in this envelope and at latter date any additional or supplementary information shall not be entertained unless it is found necessary and sought by the Bank in the form of written clarification to clear any pertinent doubts.
- iv) EARNEST MONEY DEPOSIT (EMD) :The Tender, (i.e. in the envelope containing the technical Bid) shall be accompanied by earnest money of Rs 67,500/= (Rupees Sixty seven thousand and five hundred only) by way of Demand Draft of a Scheduled Bank issued in favour of Canara Bank Head Office and payable at Bengaluru. No interest shall be payable on the Earnest Money Deposit. Tenders without Earnest Money shall be liable for rejection.
- vi) It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web Site and the same shall be taken into account while submitting the Tender. Tenderer shall take a printout of the Corrigendum (if any) and sign the same and should be attached to the main Tender document. Tender Documents unaccompanied by the published corrigendum will be liable for rejection. The Bank will not be responsible for any postal delays/delay in downloading of Tender document from the Internet.

- vii) If any of the conditions of the Tender are not acceptable by Tenderer, it should be specially brought out in the covering letter accompanying the Tender Document and should not be altered in the Tender documents. No deviations, whatsoever to Banks standard Tender conditions will be accepted. (Conditional Tender will not be accepted).

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

The second envelope super scribed as “Price Bid” should be sealed and submitted on the same given date and time simultaneously along with Technical Bid. Non submission of the separately sealed Price Bid along with Technical Bid shall automatically render the entire Tender being rejected. The Price Bid envelope should contain ‘Price Bid’ duly filled in Bill of quantities (enclosed in the Tender document) with values written in both words and figures, and as detailed elsewhere in the Tender documents.

Tender shall be only on prescribed Form which can be downloaded from the Bank’s website or can be obtained from the office of ASST. GENERAL MANAGER, CANARA BANK HEAD OFFICE, BENGALURU as detailed in Notice Inviting Tender.

7. The time allowed for carrying out of the work shall not be exceeding the period specified in the NIT i.e. 2 Months from the date of issue of Work Order.
8. The Contractors should quote in figures as well as in words the rate Tendered by them. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilization, all taxes, insurance 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. However the rates should be exclusive of applicable GST.
9. The Contractor, whose Tender is accepted will be required to furnish initial security deposit by way of performance guarantee for the due fulfillment of his Contract.
10. The security Deposit shall be collected and repayable as detailed in clause No.8 of the General Conditions of the Contract.
11. 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. The successful Tenderer to whom the Contract is awarded will have to deposit as initial security deposit of sum equal to 5% of the value of accepted Tender Amount as detailed in clause No. 8 of the General Conditions of the Contract.

12. The acceptance of a Tender will rest with the Bank 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. Any Tenders in which any of the prescribed conditions are not full filled or are incomplete in any respect are liable to be rejected. The Bank reserves the right to accept the Tender in full or in part and Tenderer shall have no claim for revision of rates/ other claims if his Tender is accepted in part.
13. No corrections such as cuttings, interpolations, omissions and over-writings in the Tenders are permitted. However if any minor corrections such as cuttings, interpolations, omissions and over-writings shall be counter signed by the Tenderer.
14. 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 Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
15. Further the Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this Tender Document shall constitute a binding Contract between the Tenderer and the Bank.
16. Tenderers 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.
17. 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 having a bearing on the execution of the work.
18. Procedure Adopted for Tender Process:

All the competitive Tenders shall be dropped in the Tender Box on the specified date and time. On the same day or on the other specified date & time in the event of any compelling circumstances, the Tenders will be opened in the presence of the available Tenderers.
19. Both the envelopes super scribed as “ Technical Bid” and “Price Bid “ will be simultaneously accepted, but the envelope super scribed as “Technical 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 Bank.

20. The evaluation will be based on the Pre-qualification criteria & technical specifications detailed in these documents, Tenders of the firms which meet the prequalification criteria and technical specifications will only be considered. After the above evaluation, if necessary, after discussions with the Tenderers, 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 the 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 Bank undertaking the opening of the Bids.
21. During the course of technical evaluation if found necessary the Bank 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 super scribing “Supplementary Price Bid for the project of “ Design Supply Installation Testing and Commissioning of BMS at HO main Building Head Office”. Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
22. 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 Bank only. Any other un-related price variations furnished in supplementary Price Bids shall not be recognized and might be liable for rejections if un due information is furnished.
23. **Comprehensive AMC (after the expiry of two year defect liability period)** is an essential part of this Tender. **The Supplier is required to provide prompt and effective after sales service, attend break down calls within the shortest possible time and carry out preventive maintenance work.** Therefore the Tenderers / Contractors shall necessarily furnish the fair and reasonable AMC charges in the price Bid for one after the expiry of warranty period. Quoted price of AMC will also be considered for price comparison (to decide L1) along with the cost of New BMS Systems.
24. AMC shall be Comprehensive Maintenance Contract including cost all the items/ materials /components/spare parts of the BMS systems, periodical routine check ups , attending to break down maintenance calls including repair/replacement of worn out items with minimum down time.
25. In case of other un-successful Tenderers in the technical Bid evaluation, the sealed Price bid along with EMD shall be returned treating it individually. The Bank 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 Bank’s decision will be final in the matter.
26. 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 of value as specified in the statute.
 - (b) Notice inviting Tender, all the documents including Tender drawings, if any, forming the Tender as issued at the time of invitation of Tender and acceptance thereof together with any correspondence leading thereto. General conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the Tenderer etc., Price Bid / Schedule of quantities, Bill of Quantities.
29. The firms shall submit along with Tender the copies of all documents supporting their firm's compliance to the pre-qualification criteria. The Tenders will be evaluated based on the documents received along with Tender, and no correspondence will be entertained. The Tenders submitted by the firms without enclosing all the prescribed documents shall not be considered for evaluating their eligibility criteria. As such firms are advised to submit the required documents/information in complete shape.
30. The Bank reserves the right to modify any of the pre-qualification criteria.
31. The financial capability of the Tenderer shall be supported by copies of the audited balance sheet for the last 3 years.
32. Power of attorney as required under the rules for signing and submission of Tender documents is to be submitted along with the Tender.
33. The Tenderer to sign all the pages of the Tender document with seal of the firm at bottom right hand corner of every page of Tender document in token of acceptance of Tender conditions and for the purpose of identification. **Tenders without Seal & Signature on all the pages of the tender will be summarily rejected.**

**Asst. General Manager,
Canara Bank Head Office,
112, J C Road, Bengaluru**

PRE-QUALIFICATION CRITERIA

(Attested Documentary proof for each item is to be furnished with Tender document)

1. The firm shall be in the business of Design, Supply, installation and maintenance of Building Management Systems for the last 10 years. (Work Order Copies to be attached)
2. The firm should have satisfactorily completed the similar works, as stated below during the last 5 years ie 01.12.2020 onwards.

a) Three Similar works each costing not less than Rs 9,00,000/= (Rupees Nine Lakhs only).

OR

b) Two Similar works each costing not less than Rs 11,25,000/= (Rupees Eleven lakh twenty five thousand only)

OR

c) One similar work costing not less than Rs 18,00,000/= (Rupees Eighteen Lakhs only).

Similar work shall mean of " Design Supply, installation, testing and commissioning and maintenance of Building Management System works for any Central Government Department / State Government Department/ Central Public Sector undertaking buildings.

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 along with the copy of the client's work order must clearly indicate:-

- a) The date of completion of work
 - b) Nature of work
 - c) Whether the work has been completed satisfactorily or not.
 - d) Value of completed work
3. Firm shall have their own maintenance/servicing set up with their office in Bengaluru with their own company trained technicians.
Details of maintenance/service set up of the company is to be given in the format of Annexure B.
 4. The Firm should be registered with Tax Authorities for Goods and Services Tax, Income Tax etc. They shall have valid PAN, GST registration numbers. The documentary proof of registration is to be enclosed with attestation.

5. Firms shall have minimum turnover of Rs 45,00,000/=(Rupees forty five lakhs only) per year in the last 3 years as on 31.03.2025. Audited balance sheet along with profit and loss statement for 3 years to be submitted. (as on 31.03.2023, 31.03.2024, 31.03.2025)
6. Defaulter firms (Which have abandoned the awarded work halfway without completion or not executed the work after awarding of the Tender) / black listed by any Central / State Government Departments or autonomous institutions of Central/ State Governments or any Public Sector undertakings are not eligible for participation in this Tender.

Signature of the Tenderer with seal

TENDER - OFFER

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

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

I/We agree to keep the Tender open for ninety days from the date of opening of Tender thereof and not to make any modifications in its terms and conditions. A sum of **Rs 67,500/-** is hereby enclosed as earnest money in form of Demand Draft for Rs of (Name of the issuing Schedule Bank) bearing no and date

In the event of my / our failure to commence the work on the specified date after the award of work, 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 Bank and the same may at the option of the Bank 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 Bank.

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 & sign on behalf of the firm any Agreement, Bills & receipts for this work.

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

Dated the: day of 2025

Signature of Contractor

Witness -1

Name & address:

Full Postal Address including Pin Code No.

& Telephone No.

Witness -2

Name & address:

Full Postal Address including Pin Code No.

& Telephone No.

A C C E P T A N C E

The above Tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Bank for a sum of

Rs. _____ (Rupees _____
_____)

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

a)

b)

c)

Dated this _____ day of 2025

For & on behalf of the Bank

Signature : _____

Designation: _____

ANNEXURE - A

Format for providing Details of the BMS Installations work executed by the Tenderer as per clause 2 of Pre-Qualification criteria

Sl No	Location & Address of the BMS Installation	Name and Contact Nos of the Concerned Person (User/Owner)	Description of the BMS	Details of the BMS systems	Total Amount of the work executed	No of floors of the Building	Year of Installation

Signature of the Tenderer with seal

ANNEXURE – B

Details of Company Owned Servicing Set- Up in Bengaluru

1. Name of the Company/ Organisation with Address:

2. Year of Establishment:

3. Status of the Establishment:

(Proprietary/ Partnership/ Public / Private Company) :

a) Place of Circle Office / Registered Office :

with address

Telephone No:

Fax No:

Email :

Web site (if any) :

b) Branch Office in Bengaluru with address :

Telephone No:

Fax No:

Email:

4. Name of Chief Executive at the Bengaluru Office

Telephone No:

Fax No:

Email:

5. Name of the person in – charge of Maintenance Section in Bengaluru Office:

Telephone No:

Fax No:

Email :

6. Name & Telephone/Mobile Nos. of regular maintenance persons during office hours:

7. Name & Telephone/Mobile Nos. of maintenance persons during non-office hours
and on holidays in case of Emergency:

SIGNATURE AND SEAL OF THE TENDERER

ANNEXURE – C

FORM OF AGREEMENT

This agreement made this _____ day of the month of _____ in the year -----
BETWEEN, Canara Bank, a body incorporated under Banking Companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112 J.C. Road, Bangalore - 560002 (hereinafter called “the Bank”), which expression shall, unless repugnant to the context, mean and include its successors and assigns of the ONE PART and

- Shri _____ S/D/o _____
Resident of _____ the sole proprietor of
M/s _____ having office at the following address

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

•

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

WHEREAS THE Employer / Bank is desirous that certain works should be designed, supplied, installed, tested & commissioned Building Management Systems at Canara Bank Head Office Building JC Road as 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 and prior to acceptance letter.
 - d) General Conditions of contract and clauses of Contract along with Annexures thereto.
 - e) Special Conditions to the Tenderers, Technical Specifications, Questionnaire, Tender drawings if any, etc.
 - f) Schedule of quantities including Prices and Tendered amount known as Price - Bid.
 - g) The details submitted in technical bid, design, and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.
 - h) Addenda and Bank Guarantees.
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 construct, 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 form part of this agreement.

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

Signed, sealed and delivered by the said Tenderer, _____

To the Employer in the presence of:

Signature of Tenderer (with seal)

Signature of Authorised representative of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2)

ANNEXURE - D

BANK GUARANTEE FORMAT

To :

Dear Sirs,

Whereas M/s Canara Bank, a body incorporated under Banking Companies Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112 J.C. Road, Bangalore - 560002, hereinafter called the “Purchaser”, agrees to purchase from M/s. _____ hereinafter called the “Contractor” on the terms and conditions contained in their agreement dated an advance of Rs. (Rupees only) representing% of the contract value for the goods/services subject to furnishing a bank guarantee and the contractor agrees to furnish the bank guarantee.

We,, Bank duly constituted and in existence in accordance with laws of, having its principal office in India at and, for the purposes of this guarantee, acting through its branch, namely, presently situated at, Where claims are to be lodged and are payable, (hereinafter referred to as or “Bank” which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) in consideration of the contract, at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser forthwith on written demand at any time up to(day)..... (Month)..... 2025 (Year) any money or monies not exceeding a total sum of Rs.(Rupees only) as may be claimed by the purchaser to due from the contractor by way of refund of such advance along with applicable interest or any portion or portions thereof or otherwise as the losses and/ or damages caused to or suffered or would be caused to or suffered by purchaser by reason of default or defaults on the part of the Contractor to execute the work/supply the goods under the aforesaid Contract or for failure by the Contractor in

the observance and performance of any of the terms and conditions of the said Contract in accordance with the true intent and meaning thereof.

Notwithstanding anything to the contrary the decision of the purchaser as to whether any money is refundable by the Contractor to the Purchaser or whether the Contractor has made any such default or defaults as aforesaid and amount or amounts to which the Purchaser is entitled to by reason thereof will be binding on the Bank and the Bank shall not be entitled to ask Purchaser to establish its claim or claims under this Guarantee but shall pay the same to the Purchaser forthwith on demand without any demur, reservation, contest or protest and /or without any reference to the Contractor. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal. Arbitrator or any other authority unless Bank is required to act upon a specific order or injunction or any direction of any officer, tribunal or court.

This Guarantee shall expire onth 2025 without prejudice to the Purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of its expiry or the last date of the extended period agreed upon as the case may be unless during the currency of the guarantee all the dues of the Purchaser under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged or the Purchaser certified that the terms and conditions of the said Contract have been fully carried out by the Contractor and accordingly discharged the Guarantee, however in no case will this Bank guarantee be operative afterth 2023 or any extensions, if any subject to the maximum limit of the Banks liability as aforesaid, this Guarantee shall cover all claim or claims of the Purchaser against the Contractor from time to time arising out of or under the said Contract and in respect of which the Purchaser's demand or notice in writing be served on the Bank before the date of expiry of this guarantee mentioned above or of further extended period agreed upon, as the case may be.

The Bank agrees with the purchaser that the Purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Contractor and either to enforce or forbear to

enforce any of the terms and conditions of the said Contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the Contractor or for any forbearance, act or omission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter of thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

The Guarantee shall not be affected by any change in the constitution of the Contractor or the Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption of or with the Contractor, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing amalgamated Company or Concern.

Please note that you may, if you so require, independently seek confirmation with (Name of the Bank with address), that this guarantee has been duly and validly issued.

Notwithstanding anything to the contrary contained herein, the liability of (Name of the Bank) under this guarantee is restricted to a maximum total amount of Rs..... (Rupees only). Our guarantee shall remain in force untilth 2025. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (Name of the Bank), delivered by hand, Courier or registered post, prior to close of banking business hours onth2025, failing which all rights under this guarantee shall be forfeited and (Name of the Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city ofshall have exclusive jurisdiction. Kindly return the original of this Guarantee to (Name and address of the Bank) upon the earlier of (a) its discharge by payment of claims aggregating to Rs. (Rupees only), (b) fulfillment of the purpose for which this guarantee was issued; or (c)th 2025. All claims under this guarantee will be made payable at(Name and address of the Bank)

The Bank has power to issue this Guarantee under the statute and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this day of 2025 at

SEAL AND SIGNATURE OF THE BANK

FULL POSTAL ADDRESS OF THE BANK

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 Bank.

1. **DEFINITIONS / INTERPRETATIONS :-**

- i). The 'Contract' means the documents forming the Tender and acceptance thereof and the agreement duly executed between the Bank 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 'Tenderer' or 'Supplier' or 'Contractor' shall mean the individual Kartha, or Manager of Hindu Undivided Family, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing the firm and their legal heirs and successors, or company's authorised and constituted attorneys/agents and permitted assignees of such firm or company.
 - b) The 'Bank' means any officer of the Canara Bank, who is specifically authorised to enter into contracts in respect of the above works.
 - c) The 'Engineer-in-Charge' means the Senior Manager / Manager, or Officer / Engineer and/or Site Engineer who shall supervise and be in-charge of the work or any other authorised representative or person specifically deputed by the Bank wherever they are employed from time to time by the Bank.
 - 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 Bank and Contractor have signed the Agreement on the Stamp Paper.
 - f) 'virtual completion' shall mean that the work/installation is complete in all respects in the opinion of the Bank and for which the completion/clearance certificate has been issued by the Engineer -in-charge and the installation is fit for usage.
 - g) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion letter issued by the Engineer-in-charge and accepted by the Bank.

2. SCOPE OF WORKS TO BE CARRIED OUT ::

2.1 The work consists of design supply installation testing and commissioning of building management systems based on the Contractor's own design based on technical specifications furnished in the Tender and the inputs required by him which is to be obtained by the Contractor/Supplier himself by visiting the site, Carrying out all the engineering works required for the installation of BMS. The Contractor / supplier shall be responsible for its functioning according to the design criteria and its parameters. Notwithstanding the details furnished in the Tender, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.

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

3. TENDERS ::

3.1 The entire set of Tender paper issued to the Tenderer should be submitted fully and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the Tender and its conditions) together with initials and seal of the firm on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the Tender conditions by the Tenderer.

3.2 No modifications, over 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 in Technical Bid.

3.3 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.

3.4 The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" Contract.

3.5 The Bank 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 authorization from the Bank. No variation shall vitiate the Contract.

3.6 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.

4. SIGNING OF CONTRACT & AGREEMENT ::

4.1 The Contractor shall pay for all stamps and legal expenses, incidental thereto.

5. GOVERNMENT AND LOCAL RULES ::

5.1 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 Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

6. TAXES AND DUTIES ::

- i) The Tenderers must include in their Tendered cost all duties royalties, cess or like or any other taxes or local charges like octroi, entry tax etc. if applicable except goods and services tax which will be paid extra. 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 ducting, insulations, 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 Bank (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 Bank and shall be binding on the Contractor even without the claim by the Bank.
- 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 Bank and / or the Engineer-in-charge and further shall furnish such other information / document as the Bank may require from time to time.
- iii) The Contractor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Bank that the same is given to pursuant to this condition, together with all necessary information relating thereto.

7. QUANTITY OF WORK TO BE EXECUTED ::

The quantities shown in the schedule of quantities are intended to cover the entire works as per the scope of work, and therefore the Contractor is bound to complete the works at the same quoted rates in the event of quantity varying from the specified bill of quantity. But the Bank reserves the right to execute only a part or whole of the work without assigning any reason therefore.

8. EARNEST MONEY, INITIAL SECURITY 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 earnest money of successful Tenderer will be refunded on submission of initial security deposit as per Tender Conditions.

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 5% (5 percent) of the accepted value of the Tender, within 14 (fourteen days of the date of issue of the letter of acceptance of his Tender by way of Bank guarantee of any schedule Bank other than Canara Bank, for the duration of the Contract period including any extender period of time and defect liability period. Bank Guarantee should be in the same format as provided by the Bank (Canara Bank).

iii) Total Security Deposit & Retention Money : A sum of 3% (Three percent) of the Gross value of each interim/final bill shall be deducted as retention money.

iv) Repayment of Total Security Deposit (TSD) : This amount will be refunded to the contractor as detailed below;

25% of the TSD will be refunded to the Contractor / Tenderer subject to following conditions:

a) Issue of Virtual Completion Certificate by the Consultant/ Bank's engineer-in-charge or Department-in-charge.

b) Contractor should remove all their materials, equipments, labour force etc. from the site.

c) Contractor Should have completed all the necessary testing, complied with the inspection remarks & its rectifications if any, submission of all the required particulars, completion drawings, manual of operation & maintenance, all approvals, test certificates and such other particulars.

The remaining 75 % of the TSD shall be refunded 14 days (fourteen) days after the end of Defect Liability Period of two years provided the Contractor has satisfactorily carried out all the works and attended to all defects in accordance with conditions of the Contract. No interest is allowed on

retention money. Contractor has the option to provide Bank Guarantee as per Bank's format in lieu of cash retention.

9. CONTRACTOR TO PROVIDE EVERY THING NECESSARY :

- i) The Tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design / installation.
- ii) The Bank 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 arrangements. The Bank shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.
- iii) The Bank 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 billed and paid for by the Bank.
- iv) Any facilities available at site shall be utilised only with prior permission of the Bank and it should not be taken as granted for availing such services.

10 TIME OF COMPLETION, EXTENSION OF TIME ::

i). Time of Completion :

The entire work is to be completed in all respects within the stipulated period of two months. The work shall be deemed to commence within 14 days from the date of acceptance letter/date of work order. 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 Bank have certified in writing that the work has been virtually completed and defect liability period one year shall commence from the date of such certificate.

iii). 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 Bank shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.
- (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 Bank in writing. Non

application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Bank and this shall be binding on the Contractor. However no extension of time period for installation work as specified in the clause 31 – ii) will be permitted.

- (d) The decision of the Bank 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 Bank 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 Bank were substituted for and the damage shall be deducted accordingly

11. LIQUIDATED DAMAGES ::

- 11.1 If the Contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay 0.5% of the accepted Tender amount per week as Liquidated Damages for each week beyond the schedule date of completion or the extended period of completion, works remaining incomplete. The maximum liquidated damages recoverable shall be 10.0 % of the accepted Tender amount.
- 11.2 The Bank shall have the right to adjust, / set-off against any sum payable to the Contractor under this or any other Contract with the Bank anywhere in India/outside India.

12. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS::

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

13. FIXING, FASTENING OF EQUIPMENTS ::

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.

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

- 14.1 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 Bank during the execution of the work, and to the entire satisfaction of the Bank.

14.2 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 Bank when so directed by the Bank.

15 Labour Legislation :

- a) The Tenderer shall comply with the provisions of the Apprentices Act 1961, 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 Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- b) The Tenderer shall indemnify and keep indemnified the Bank 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.
- c) 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.
- d) The Tenderer shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by him and his sub-contractors. The Tenderer shall fully indemnify the Bank against any action by the state and/or Central Government for any default or alleged default by the Tenderer, Sub-contractor for violation of any of such rules and regulations. If, due to any default of the Tenderer or his sub-contractors, the Bank has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Bank shall be entitled to recover from the Tenderer all such expenditure in full from any payment due to the Tenderer.

16. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC. ::

16.1 Damages to persons :

The Tenderer shall be responsible for all injury to the work or to 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.

16.2 The Tenderer shall at his cost effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the Contractor and the Bank 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, all medical expenses, compensation to be borne in the event of accident 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 and should cover the entire contract period till handing over of complete works. 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.

16.3 The Bank 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.

17 INSURANCE ::

- a) The Contractor shall insure at his cost the works and materials covering all the items in the Tender from the time they are transported from the factory up to the time of handing over to the owner against theft, loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the Contractor for such amount and for any further sum if called to do so by the Bank and lodge receipts of premiums paid with the Bank within 21 days from the date of issue of letter of acceptance unless otherwise instructed.
- b) The Contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the Bank may deem fit.

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

Payment Terms:

Payments to the Contractor will be regulated as below:

- a). 50% pro-rata payment shall be made upon supply of materials at site duly supported by documents / vouchers.
- b) 25% pro-rata payment shall be made upon completion of BMS system on satisfaction and certificate of Engineer – in Charge of the Bank.
- c). The balance 20% shall be released after successful testing, commissioning and handing over of BMS as per stipulated norms and to the satisfaction of the Engineer-in-charge i.e. after virtual completion.

- (ii) 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 re-erected.
- iii) Any certificate given by the 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.
- iv) 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/Bank 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.

19 FINAL PAYMENT :

- a) 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.
- b) The final payment is subject to deduction of Total Security Deposit to be retained during the defect liability period as described in the condition of contract under clause no 8.

20. VARIATION / DEVIATION ::

The Tendered rates shall hold good for any variations in the Tendered quantities for legitimate completion of works as per original design on account of any modification in the bill of quantities.

21. SUBSTITUTION ::

Should the contractor desire to substitute any materials and workmanship, He must obtain the approval of the Bank 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 Bank has to be obtained in writing before their usage.

22 PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION:

- 22.1 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 Bank that they have completed the work and it is ready for inspection.

- 22.2 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 Bank.
23. DEFECT AFTER COMPLETION ::
- 23.1 The contractor shall make good at his own cost and to the satisfaction of the Bank all effects, or other faults which may appear during the defect liability period.
- 23.2 In case of specialised work based on the contractors own design and their standard manufacturing product incorporated in the works and in the event of the design of the system being defective or any components used found to be defective on account of manufacturing defects or otherwise forcing, any improvement thereof to be implemented or undertaken to rectify such inherent defects, notwithstanding additional cost of components or design modification, they shall be undertaken at contractor's own cost.
- 23.3 In default, the Bank may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor failing which the same shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained under clause no 12 together with any expenses the Bank may have incurred in connection therewith.
24. 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, GST, octroi , etc. unless specifically provided in these documents.
- 25 . SUSPENSION OF WORKS ::
- 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 Bank subject to other provisions contained, the Bank may without prejudice to his any other rights or remedy against the Tenderer in respect of any delay in commencing, completing the work may serve notice in writing absolutely determine and cancel the Contract.
26. SETTLEMENT OF DISPUTES ::
- 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 Bank which shall be given in writing, shall be final, conclusive and binding on the Tenderer.

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.

27. RIGHT TO AUDIT/TECHNICAL EXAMINATION ::

The Bank 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 Bank to recover the same from him 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 Bank 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 Bank on the one hand and the Tenderer on the other under any term of the contract permitting payment for work after assessment by the Bank

28. EXTERNAL INSPECTION & AUDIT :-

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 Bank or any designated auditor / officials of the Bank and of the Chief Technical Examiner's Office under Central Vigilance Commission.

29. JURISDICTION:

Notwithstanding any other Court or Courts having jurisdiction to decide the questions forming subject matter of suit, any and all actions and proceedings arising out of this Contract (including

arbitration in terms thereof) shall be only in the Court of competent civil jurisdiction in this behalf at Bengaluru where this Contract is to be signed on behalf of the Bank and only the said Court shall have jurisdiction to try any such actions and /or proceedings to the exclusion of all other Courts.

Signature of the Tenderer/ Contractor (With Seal)

Minimum data control points:

Sr. No	Equipment Type	Device / Parameter to be Integrated	Proposed I/O points					Canara Bank									
			Hard Point/ Soft Integration	AI	DI	AO	DO	SW	Eqpt / Device Qty	Soft Points	Pseudo Points	Total I/O points Hard Integration					
												AI	DI/BI	AO	DO		
1	UPS System							2									
		Inverter On/Off Status	Soft Point						2			0	0	0	0		
		Trip Status	Soft Point						2			0	0	0	0		
		In/Out Voltage (VOLTS)	Soft Point						2			0	0	0	0		
		Current (AMPS)	Soft Point						2			0	0	0	0		
		Load	Soft Point						2			0	0	0	0		
		Battery Voltage	Soft Point						2			0	0	0	0		
		Battery Charging Status	Soft Point						2			0	0	0	0		
		Battery Temperature	Soft Point						2			0	0	0	0		
		Run Hour	Soft Point						2			0	0	0	0		
			Soft Point						2			0	0	0	0		
2	DIESEL GENERATORS		2						2								
		INCOMING BKR ST	Hardpoint									0	0	0	0		
		INCOMING BKR TRIP ST	Hardpoint									0	0	0	0		
		NUTRAL ISOLATOR ST	Soft Point						2			0	0	0	0		
		Earth leakage Relay status	Soft Point						2			0	0	0	0		
		Reverse Power Protection Relay status	Soft Point						2			0	0	0	0		
		Master trip Relay status	Soft Point						2			0	0	0	0		
		Gen. Diff Prot'n Relay status	Soft Point						2			0	0	0	0		
		RUN STATUS	Soft Point						2			0	0	0	0		
		Emergency Push button Status	Soft Point						2			0	0	0	0		
		Voltage L1-L2	Soft Point						2			0	0	0	0		
		Voltage L2-L3	Soft Point						2			0	0	0	0		
		Voltage L3-L1	Soft Point						2			0	0	0	0		
		Voltage L1-N	Soft Point						2			0	0	0	0		
		Voltage L2-N	Soft Point						2			0	0	0	0		
		Voltage L3-N	Soft Point						2			0	0	0	0		
		Phase Current -L1	Soft Point						2			0	0	0	0		
		Phase Current -L2	Soft Point						2			0	0	0	0		
		Phase Current -L3	Soft Point						2			0	0	0	0		
		Avg Current	Soft Point						2			0	0	0	0		
		Frequency Hz	Soft Point						2			0	0	0	0		
		KWH	Soft Point						2			0	0	0	0		
		Total/Active Power KW	Soft Point						2			0	0	0	0		
		Total Reactive Power KVAR	Soft Point						2			0	0	0	0		
		Apparent Power KVA	Soft Point						2			0	0	0	0		
		Power Factor PF	Soft Point						2			0	0	0	0		
		Avg PF	Soft Point						2			0	0	0	0		
		Running hours	Soft Point						2			0	0	0	0		
		Coolant Temp	Soft Point						2			0	0	0	0		
		Oil Temp	Soft Point						2			0	0	0	0		
		Oil pressure	Soft Point						2			0	0	0	0		
		Fuel Temp	Soft Point						2			0	0	0	0		
		Engine Speed	Soft Point						2			0	0	0	0		
		Battery Voltage	Soft Point						2			0	0	0	0		
		ENGINE FAULTS	Soft Point						2			0	0	0	0		
		Bearing Temp Alternator DE side	Soft Point						2			0	0	0	0		
		Bearing Temp Alternator NDE Side	Soft Point						2			0	0	0	0		
		Winding Temp R Phase	Soft Point						2			0	0	0	0		
		Winding Temp Y Phase	Soft Point						2			0	0	0	0		
		Winding Temp B Phase	Soft Point						2			0	0	0	0		
		Setpoint	Soft Point						2			0	0	0	0		
		Ambient Temp	Soft Point						2			0	0	0	0		
		WLD Status	Soft Point						2			0	0	0	0		
3	SOLAR POWER SYSTEM								1								
		On/Off Status	Soft Point						1			0	0	0	0		
		Trip Status	Soft Point						1			0	0	0	0		
		Voltage (VOLTS)	Soft Point						1			0	0	0	0		
		Load	Soft Point						1			0	0	0	0		
		Current (AMPS)	Soft Point						1			0	0	0	0		
		Day wise KWH	Soft Point						1			0	0	0	0		
		Day wise KW	Soft Point						1			0	0	0	0		
		Frequency (Hz)	Soft Point						1			0	0	0	0		
		Battery Charger Status	Soft Point						1			0	0	0	0		
		Battery Voltage	Soft Point						1			0	0	0	0		
		Auto/Manual Status	Soft Point						1			0	0	0	0		
		PF	Soft Point						1			0	0	0	0		
		Alarms	Soft Point						1			0	0	0	0		
4	FIRE PUMPS	QTY							2								
		Pump ON/OFF Status	Hard Point		2							0	2	0	0		
		Pump Trip Status	Hard Point		2							0	2	0	0		
		Auto / Manual status	Hard Point		2							0	2	0	0		
		Pump Run Hrs.	Pseudo Point							2		0	0	0	0		
		Line Pressure monitoring	Hard Point	2								2	0	0	0		

PART – 2

(PRICE BID)

(Bill of Quantities)

TERMS OF PRICE BID

- 1) Prices quoted must be firm for the period /extended period of contract. No escalation shall be admissible in respect of any item of the contract, except in case of statutory variation in items like excise duty, works contract tax (if applicable), which shall be reimbursed subject to submission of necessary documents.
- 2) No escalation due to IEEMA clause shall be admissible.
- 3) Price quoted must be inclusive of all items required for the entire job of design, manufacture, supply to site, erection, testing, commissioning, and handing over including ancillary items like scaffolding, civil works, all etc., and nothing extra shall be paid.
- 4) All materials shall be insured against theft, damage, etc, from the time they are transported from the factory up to the time of handing over to the Bank. No claim in respect of any damage/ loss shall be entertained.
- 5) Watch and ward responsibility at site shall be the responsibility of the firm.
- 7) AMC RATES: With regard to AMC, the rates should be quoted **excluding GST**. Applicable GST will be paid during the course of AMC as per actual rates existing at the time of payment.
- 8) The price quoted is subject to arithmetic errors i.e. in case there is error, the individual sum total shall be considered.
- 9) The vendor has to provide 2 years warranty for the entire BMS systems.
- 10) THE SUPPLIER HAS TO EXECUTE AGREEMENT WITH IN 14 DAYS FROM THE DATE OF WORK ORDER (AS PER THE FORMAT APPROVED BY THE BANK .

SIGNATURE OF THE TENDERER WITH SEAL

PRICE SCHEDULE:

(TO BE SUBMITTED IN A SEPARATE ENVELOPE)

Sl	Description	Qty	Unit	Supply Unit price	Installation Unit Price	Supply Total Price	Installation Total Price
1	BMS server machine (Windows 11,32 GB RAM,1 TB HDD,i7 Processor, 22" Monitor)	1	Nos				
2	Latest BMS Software for BMS system 500 data point license	1	Nos				
3	Automation station 2 Numbers of 200 KVA UPS Systems (MODBUS enabled) inclusive of Field Sensors & Converters	1	Nos				
4	Automation Station for 2 Numbers of 400 KVA DG set (MODBUS) inclusive of Field Sensors & Converters	1	Nos				
5	Automation Station for 85KWp Solar Energy Meters inclusive of Field Sensors & Converters	1	Nos				
6	Automation Station for Fire Hydrant Pumps inclusive of Field Sensors & Converters	1	Nos				
7	2 Core 1 mm ² Armoured Cable	500	Rmt				
8	4 Core 1 mm ² Armoured Cable	500	Rmt				
9	Cat 6 Armoured Cable	610	Rmt				
10	100 mm x 50 -2 mm thickness without cover	100	Rmt				
11	Front end Graphics creation & Programming of same	1	Lot	NA			
12	System Testing & Commissioning of BMS Systems	1	Lot	NA			
13	24 port POE Network Switch	1					
	Total Excluding GST						
		Total (A) (Excluding GST)					

	Comprehensive maintenance charges for the above said BMS in fully operational condition for a period of 1 year after expiry of warranty period of 2 years from the date of handing over the BMS. Exclusions from AMC will be only cables and cable tray.(The Rates Quoted shall be of Exclusive of GST – GST will be paid extra as applicable as per prevailing rates at time of payment)	
	YEAR 1 AMC Charges	
	Total (B)(Excluding GST)	

Grand Total(Excluding GST) = Total (A) + Total (B) =

SIGNATURE OF SUPPLIER WITH SEAL OF THE FIRM

Description Approved Make

	Description	Approved Make
1	SOFTWARE	Honeywell- EBI/ Trane- tracer ES/ Siemens- Desigo CC/ Johnson Control - Metasys 8.1
2	DDC	Honeywell-Comfort Point/ Trane- Tracer/ Siemens-PXC, DXR Series / Johnson Control - NAE Series, NCA Series & FE series.
3	DDC Panel	Rittal / Pyrotech
4	Temp/Pressure sensor	Greystone/ Thermokon/ Dwyer/ Siemens/ Honeywell
5	Supply Air Temperature Sensor	Greystone/ Thermokon/ Dwyer/ Siemens/ Honeywell
6	Air/Water DP Switch	Greystone/ Thermokon/ Dwyer/ Siemens/ Honeywell
7	Cables	Havells/ Technoflex / RR Kable/ Masterflex/(For Cat-6 - Dlink/ DG Link/ Legrand)
8	Conduit	Precision, BEC
9	BMS Server	DELL-PowerEdge T430 Or Equivalent in HP
10	MCCB & MCB's	LEAGRANT / SIEMENS / L&T / HAGGER / ABB
11	Selector Switch	KAYCEE / SIEMENS / L&T (SALZER)
12	Network Switch	D Link /Cisco/T Link