केनरा बैंक Canara Bank

सिंडिकेट Syndicate

NAME OF THE TENDERER TO WHOM THE TENDER IS ISSUED: .....

Please do not detach any papers from this booklet.

Premises and Estate Section

Circle office, No 86, M G Road,

Spencer Towers,

Bengaluru - 560001

Direct: 080 - 25327035

E-mail: blrpes@canarabank.com

COMPETITIVE TENDER DOCUMENT
FOR

OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS IN THE CIRCLE OFFICE BUILDING, 86, M G ROAD, BENGALURU.

THIS TENDER CONSISTS OF 2 BIDS:

I : TECHNICAL AND COMMERCIAL BID
II : PRICE BID

केनरा बैंक CANARA BANK Premises & Estate Section, Circle Office, Bengaluru-1 परिसर व सम्पदा अनुभाग, अंचल कार्यालय, बेंगलूरु - 560 001

केनरा बैंक Canara Bank

सिंडिकेट Syndicate

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, CIRCLE OFFICE, NO.86, M G ROAD, BENGALURU -1 invites sealed tender for the works mentioned below:

TENDER DOCUMENT ISSUED TO:

1). NAME OF THE WORK: OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEMS INCLUDING 1 NO. OF 750 KVA TRANSFORMER, ALLIED BUILDING DISTRIBUTION SYSTEM, OPERATION AND MONITORING OF OTHER ELECTRICAL EQUIPMENTS LIKE UPS SYSTEM, MOTOR PUMPS, 2 NOS. OF DG SETS of 400 KVA etc.

2). EMD AMOUNT: Rs.25,000/- by way of Demand Draft of a scheduled bank drawn in favour of "Canara Bank, Circle Office - payable at BENGALURU (in a separate sealed cover and the same should be submitted along with Technical & commercial bid.

3). PERIOD OF CONTRACT: One year commencing from acceptance of the tender by the Bank on renewable basis for further period of 2 years subject to satisfactory services.

4). CONTENTS OF THE TENDER:

PART - 1

- Notice inviting tender
- Qualification criteria for the price bid
- General rules and instructions for the guidance of the tenderer
- Tender offer, Letter of acceptance
- General Conditions of the Contract
- Form of agreement and Draft format of indemnity bond
- Schedule A - Scope of services
- Schedule B - Special conditions and testing

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 as issued duly filled should be submitted in the respective sealed envelopes.

7). Date of submission: Sealed envelopes to be submitted on or before 22.06.2020 up to 03.00 PM

8). DATE OF OPENING: Technical & Commercial Bid will be opened on 22.06.2020 at 03.30 PM

TENDER DOCUMENT ISSUED TO:

SIGNATURE OF THE ISSUING AUTHORITY:

ELIGIBILITY CRITERIA

1) Minimum 3 years of experience as on 31.03.2020 in undertaking Electrical operations and maintenance of building of reputed organizations/MNCs, Banks, Institutions, Commercial establishments on annual contract basis.
2) The Agency should have at least one valid contract for similar work (refer scope of works) at Bengaluru for a multi-storied building equipped with minimum 500 KVA HT electrical installation.
3) The average annual turnover of the Agency should be at least Rs.10 lakhs in the last three accounting years ending 31.03.2020, proof of which shall be submitted by way of IT returns and Auditor's Certificate.
4) Electrical contractors shall have necessary valid Class-1 Electrical contractor license from CEIG office and familiar with IE rules & regulations and guidelines of CEIG/CEA or State Electrical Inspectorate/BESCOM.
5) Applicant shall have registered with ESI, Provident fund, Group Insurance, gratuity etc. and any other statutory authority as per State/Central labor act. Documents pertained to the above are to be submitted.
6) The Agency should have valid GST registration number, PAN number, PF registration number, ESI registration number and documents pertained to the above are to be submitted.
7) The supplier shall have a full-fledged trained team with a registered office based at Bangalore. Credentials showing the above shall be submitted along with the Technical bid. Address, Phone nos. have to be given along with hierarchy of escalation for complaints.

SIGNATURE OF THE TENDERER WITH SEAL

केनरा बैंक CANARA BANK Premises & Estate Section, Circle Office, Bengaluru-1 अंचल कार्यालय, बेंगलूरु - 560 001

Details about the tenderer to be furnished by the tenderers

Intending tenderers should furnish details about their tenderer 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 Tenderer

   Whether proprietary / partnership / : Pvt. Ltd. / Public Ltd.,

   b) Name of the Proprietor (if any) :

   Partners, Directors

   I)

   II)

   III)

   c) Year of establishment :

3. Registration with Registrar : of Companies (No. & Date)

4. Registration with Tax Authorities :

   a) Income-tax no. PAN/GIR NO; :

   (furnish copies of Income-tax Returns)

   b) Sales Tax & commercial Tax : KST No

   (Furnish the latest copies of the returns filed) : CST No

   i) GST registration number :

5. Names of the Bankers with address :

   (enclose solvency certificate from the bankers to the extent of Rs.20 Lakhs and above)

I)

II)

6. Turnover of the Company/tenderer in (Please attach copy of audited balance sheet and profit and loss account for the last three years.

Sl. No.	Year	Turnover
1	2019-20	
2	2018-19	
3	2017-18	

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

8. **Details of similar work executed during the last 3 years as on 31.03.2020 (to satisfy point No.6 of the eligibility criteria)**

S.No	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Stipulated time for completion	Actual time for completion	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.

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

CANARA BANK Premises & Estate Section, Circle Office, Bangalore-1 560 001

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

10. 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 :

Date :

SIGNATURE OF THE TENDERER

NAME & DESIGNATION

SEAL OF ORGANISATION

केनरा बैंक CANARA BANK Premises & Estate Section, Circle Office, Bangalore - 560 001 परिसर व संपदा अनुभाग, अंचल कार्यालय, बेंगलूरु

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

1. Sealed Tenders are invited from qualified electrical contractors, on behalf of the Canara Bank, Premises and Estate Section, Circle office, Bengaluru hereinafter known as the Employer and also as Bank, for the work of operation and maintenance of the electrical installations in Circle office building at 86, MG Road, Bengaluru.

2. The tender document to be submitted can be downloaded from Bank's website www.canarabank.com or can be collected in between hours of 10.00 a.m. and 05.00 p.m. everyday except on Sundays and Public Holidays at the office of Senior Manager, Premises and Estate section, Circle office, 86, MG Road, Bengaluru.

The site of operation and maintenance is at above mentioned address. The site for the work is available for immediate commencement of work or shall be made available at the date of 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 **Senior Manager, Premises and Estate section, Circle office, 86, MG Road, Bengaluru.**

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 & technical & commercial details of the subject tender other than Price bid.

ii). The tender,(i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money of Rs.25,000/- (Rupees Twenty Five thousand only) by way of Demand Draft of a Scheduled Bank issued in favour of "Canara Bank Circle Office" payable at Bengaluru.

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

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 i.e, Price bid

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

PREMISES AND ESTATE SECTION,
CANARA BANK, CIRCLE OFFICE,
NO.86, MG ROAD,
BENGALURU-1.
TELEPHONE 080-25327035

6. The amount quoted shall be inclusive of all rates including labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper service and no claim whatsoever for any extra payment shall be maintainable.

7. When a contractor signs a tender in an Indian language then the total amount tendered should also be written in the same language (in words). In 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. Rates should be quoted only in the 'PRICE BID' in the tender application and any other application/letter will not be considered.

9. 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. Incomplete tender shall summarily be rejected.

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

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

12.1 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 total amount is in whole rupees and followed by the words `only' it should be invariably be up to two decimal places. While quoting the amount in price bid, 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;

iii). where the total amount quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the amount quoted by the tenderer will unless otherwise proved be taken as correct and not the total amount.

12.2 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.

13. The quoted amount shall be exclusive of GST and inclusive of all other costs incurred. Applicable taxes will be deducted at source as per the directions of the statutory authorities at the prevailing rates / slabs. Any variation in taxes slabs after the date of tendering will be taken into account at the time of making payment.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. Further the tenderer shall agree that until a formal agreement on stamp paper of Rs.200/- is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.

20. 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.

21.1. 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.

22.1 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 nature of the works to be carried out and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

22.2 A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

23. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.

24. Method of Evaluation of tender: All the competitive tenders will be received within the specified date and time. On the same day or on specified date & time in the event of any compelling circumstances, the tender will opened in the presence of the available tenderers and the same shall be informed in advance.

24.1 Both the envelope superscribed as " Technical & Commercial Bid" and "Price Bid " will be simultaneously accepted, but the envelope superscribed as "Technical & Commercial Bid " alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.

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

24.4 After the technical evaluation, such of those tenderer found technically acceptable will be short listed and their envelope containing " Price Bid " shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.

24.5 During the course of technical evaluation if found necessary the Employer / Consultant may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for the project of .....". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

24.6 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer / consultant only. Any other un-related price variations furnished in supplementary price bids shall not be 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 offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

25. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority,

shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-

(a) Standard form of Agreement on stamp paper.

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

(c) Price Bid / Schedule Bill of Quantities.

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

27. Any misrepresentation of any of the facts in the Technical or Commercial bid will lead to disqualification of the tender.

28. Venders qualified in technical bid will be considered for commercial bid opening.

SIGNATURE OF THE TENDERER WITH SEAL

TENDER -OFFER

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

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

I/We agree to keep the tender open for 90 (ninety days) from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of Rs.25,000/- is hereby forwarded as earnest money in form of Demand Draft of ..... (Name of the issuing Schedule Bank) bearing no. ..... and date .....

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

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

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

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

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

Dated the: .....day of 2020

Signature of Contractor
Full

Witness, Name & address:
Postal Address Pin Code NO. & Telephone NO.
1).

2).

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the 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 qualification criteria, price bid, tender agreement 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' 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 CANARA BANK with their Head Office at BANGALORE represented by GENERAL MANAGER, PREMISES AND ESTATE SECTION, BENGALURU CIRCLE OFFICE, LOCATED AT **SPENCER TOWERS,NO. 86, MG ROAD, BANGALORE-1** and any of its employees or representative authorized on their behalf.

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 authorized 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 amount in the Price Bid hereto.

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

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

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

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

केनरा बैंक CANARA BANK Premises & Estate Section, Circle Office, Bangalore-1 बेंगलूरु - 560 001 परिसर व संपदा अनुभाग, अंचल कार्यालय, बेंगलूरु

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) `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.

j) "Site" shall mean the building at 86, M G Road, Bengaluru where the operation and maintenance of electrical installations is to be carried out as per tender schedule of quantities.

2. SCOPE OF WORKS TO BE CARRIED OUT:

2.1. The scope of the works includes the operation of electrical installations with one no 750 KVA transformer, allied building distribution system and operation and monitoring of other electricals equipments like UPS systems, motor pumps, lifts etc and 2 no's of DG sets of 400KVA capacity **as detailed in this tender as per Schedule A.**

2.2 The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labor, 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.

3. TENDERS :

3.1 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.

3.2 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.

3.3 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the amount quoted in price bid, 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.

3.4 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.

3.5 Any error in description or amount in price bid or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole

or any part of the works comprised therein and specifications or from any of his obligations under the Contract

4. SIGNING OF CONTRACT & AGREEMENT :

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

a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents 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.

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

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

5. 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 / utilized. 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.

6. TAXES AND DUTIES :

The quoted rates shall be exclusive of GST and inclusive of all other costs incurred. The tenderers must include in their tender prices quoted for all duties royalties, or local charges if applicable. No claim on this account will in any case be entertained.

i)The tenderers must include in their tendered cost all duties royalties, cess or local charges 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 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 authorized 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.

7. No optional items should be quoted in the tender.

8. 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.

9. EARNEST MONEY, SECURITY DEPOSIT:

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

SECURITY DEPOSIT: The security deposit for the subject work is fixed at 5% on the Contract price for each year. The successful contractor shall pay the differential amount towards security deposit by the way of DD favoring Canara Bank, Circle office, payable at Bengaluru or by submission of Bank guarantee for the entire amount of security deposit for the contract period. In case the contractor submits the Bank guarantee for the entire amount of security deposit, the Earnest money will be refunded.

10 CONTRACTOR TO PROVIDE EVERY THING NECESSARY:

i)The contractor shall provide everything necessary for the proper execution of the work according to the intent.

ii) The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.

iii). The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer.

iv). All tools, equipments and other required facilities for execution of work shall be provided by the contractor.

v). Any facilities available at site shall be utilized only with prior permission of the Employer or the in-charge of the site / building owner and cannot be taken as granted and for such services utilizes the Employer is entitled to charge at his discretion.

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

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

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

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

12. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

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

12.2 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.

12.3 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

केनरा बैंक CANARA BANK Premises & Estate Section, Circle Office, Bengaluru-1 प्रतिष्ठान व सम्पदा अनुभाग, अंचल कार्यालय, बेंगलूरु - 560 001

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.

13. CONTRACTOR'S EMPLOYEES :

14.1 The contractor shall employ technically qualified ,competent and licensed 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. The persons so employed shall have the requisite supervisory permit or wireman permit as per statutory Acts & Rules of Electricity Board for appropriate nature of work undertaken.

13.2 No Child Labour :

No labour below the age of eighteen years shall be employed on the work. The labour employed by the tenderer should be authorized person as permitted by the Chief Electrical Inspectorate office of the respective ate 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.

13.3 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.

13.4 The contractor shall comply with minimum wages as per the Central labour Act/State Labour Act, whichever is lower. The proof of payment shall be submitted to Bank, which includes wage slips and Bank statements.

13.5 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.

14. COMPLIANCE OF LABOUR REGULATIONS:

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

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

entitled to recover from the tenderer all such expenditure in full from any payment due to the tenderer.

15. 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.

16. 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.

17. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC :

17.1 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.

17.2 The clause shall be held to include inter alia, 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.

17.3 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.An indemnity bond as per the format shall be submitted by the successful tenderer.

17.4 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.

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

property arising out of incidents, negligence or defective carrying out of this contract.

17.6 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.

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

18. ESCALATION :

The total amount 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 labour, taxes etc. unless specifically provided in these documents.

19. 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.

20. TERMINATION OF CONTRACT BY EMPLOYER :

20.1 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 delegated to them 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/ Consultant; or

(d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favouring him in relation to the obtaining or execution of this or any other Contract for the Employer or;

(e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/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) 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;

20.2 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.

20.3 The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree ::

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

20.4 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.

20.5 Any excess expenditure incurred or to be incurred by the Employer in course 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.

21. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

21.2(A). If the tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing 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.

21.3 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 :

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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.

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

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

21.12 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.

21.13 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.

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

22. 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 finalization or adjudication of any such claim.

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

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

23. EXTERNAL INSPECTION & AUDIT :-

(i) The electrical installations in the building are subject to annual inspection by statutory authorities like CEA, Electrical Inspectorate, Government of Karnataka,BESCOM etc.The contractor shall be responsible to arrange the annual inspection in co-ordination with the authorities ,carrying out rectification works as

per directions of Engineer in charge and preparation and submission of report to the concerned department.

Agreed to all the above terms and conditions

SIGNATURE OF TENDERER WITH SEAL

FORMAT OF AGREEMENT

This agreement made the _____day of the month of _____in the year 2020 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri_____S/D/o_____ ____ resident of _____the sole proprietor of M/s_____ having office at the following address _____

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

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

WHEREAS THE Employer / Bank is desirous that certain works like operation and maintenance of the electrical installations in its Circle office building, 86, MG Road, Bengaluru as detailed in the notice inviting tender and their office mentioned and called for invitation to tender and the tender opened on _____ furnished by the tenderer for the AMC of operation and maintenance of Electrical installation in Canara Bank, Circle office building, 86 MG Road, Bengaluru has been accepted by the Employer on the terms and conditions as set out therein and interlay others.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

a) Notice inviting Tender

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

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

d) General Conditions of contract along with Annexures thereto.

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

f) Tendered amount known as Price - Bid.

g) The details submitted in technical bid, design, technical brochures, etc.

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to carry out the operation and maintenance of the electrical installations in the Circle office building, 86,MG Road, Bengaluru complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents for a period of one year from _____ which shall 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.

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).

DRAFT FORMAT OF INDEMNITY BOND

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

THIS DEED OF INDEMNITY BOND is made on this ___ day of ___ month of year two thousand twenty (__.__.2020) By M/s _____ duly represented by one of its partners _____, aged __ years, son of Sri - _____ , residing at_____, Bengaluru.

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

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

Whereas My Company was short listed for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of, has been awarded in favour of my Firm/ company by Canara Bank, Bengaluru Circle Office, Premises and Estate Section, M G Road, Bangalore.

And whereas for undertaking the operation and maintenance work, my company has entered into contract agreement on __.__.2020.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt.__.__.2020 and in consideration of Canara Bank having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEM INCLUDING 1 NO. OF 750 KVA TRANSFORMER, ALLIED BUILDING DISTRIBUTION SYSTEM, AND ALSO OPERATION AND MONITORING OF OTHER ELECTRICALS LIKE UPS SYSTEM, MOTOR PUMPS, AIR CONDITIONING EQUIPMENTS ETC. 2 NOS. OF DG SETS of 400KVA , and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank & its Officials from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I shall be solely responsible.

SIGNATURE OF THE TENDERER WITH SEAL

SCHEDULE-A

SCOPE OF SERVICE

I.PRESENT ELECTRICALS AND INFRASTRUCTURE:

A) HT Sub-station with 1 no. of 750 KVA Transformer with allied equipment.

B) LT control panel with EB power incomers/DG power incomers, outgoing feeders and bus-bar arrangement with power factor correction panel with Bus coupling arrangement.

C) Two DG sets of 400KVA Capacity.

D) Floor level Distribution panels controlled by LT outgoing, each distribution panels in turn have outgoing to distribution boards and other direct 3 phase appliances like UPS etc.

E) Dedicated power connection and earthing to UPS System, Air-Conditioners, pumps etc., installed at Circle Office.

F) Street lighting and yard lighting, fascia lighting and all lightings of Circle office building

G) All the internal wiring in the main building.

SCOPE OF WORKS:

The scope of service shall involve day to day operation, maintenance including complete responsibility, safety of electrical installation and operation of above electrical systems. The details and scope shall be divided as below:

A. TRANSFORMER & SUB-STATION:

01) General up-keep of sub-station yard.

02) Preventive & regular maintenance, fault analysis- rectification and restoration of power without major inconvenience in co-ordination with BESCOM officials as per statutory provisions.

03) Responsibilities include maintaining the power factor at required level, energy management. within prescribed maximum demand and power allocations from time to time as directed. Day to day recording of power consumption, electrical parameters, maintenance of records, submission of such statements on daily/ weekly / monthly basis in a prescribed format to be finalised on consultation with Bank.

04) Necessary checks for transformers like oil temperature, di-electric strength and servicing of sub-station as per EB norms or as directed by CEIG, Schedule of programme and proposed plan of action in advance should be furnished and attended to in consultation with Bank officials/ in charge.

05) LT Panel, AMF panel, power factor panel, its operation and periodical cleaning of contacts, preventing loose contacts and terminal burn-outs according to the site conditions.

06) Checking of UG cables, monitoring its temperature, general conditions and allied aspects connected with cables.

07) Liasoning with the concerned BESCOM/CEIG/CEA officials connected with operation & maintenance of the installation /works and following the system and procedure as directed.

B. INTERNAL ELECTRICALS:

01) Operation & maintenance of floor-wise internal Distribution boards, and other electrical LT panels connecting various loads and equipments.

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

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

04) Installing additional power points for the existing circuits in case of requirement. The quantum of work shall be of minor and items will be supplied by Bank.

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

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

07) Regularising power supply for the Signage boards,façade lighting etc.in the Circle office building.

C. UPS SYSTEM:

The building is equipped with UPS systems at various floors for UPS back up. The UPS /battery systems are maintained through annual maintenance contract with respective suppliers, however the electrical aspects and condition of batteries are to be monitored under this contract. Monitoring of UPS/ Battery shall be under the scope of this contract.

D. D G SET OPERATION :

01) As mentioned, the existing DG sets shall be operated as per its manual of instruction. The DG sets are covered under its respective annual maintenance contract (AMC) with the authorised service agents. The scope of work involves calling them as per terms of AMC for its 'B', & 'C" checks as applicable. The scope of this contract involves the Contractor to maintain the periodical events and in its follow up for scheduled preventive checking and maintenance.

02) Irrespective of EB failure, all the DG sets shall be started and run for at least 10 minutes every day daily in the morning before office hours for its proper up-keep. Filling up of radiator water, fuel, lubrication oil etc., shall be regularly attended to on daily basis.

03) Day to day operation, recording of data like Date of maintenance works (B, C, D Checks etc.) carried out, maintenance of record regarding daily power consumption, maintaining the stock of fuel etc., and submission of statements as required shall be undertaken.

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

E. AC OPERATION :

01) As mentioned, the existing Air conditioning equipments shall be operated as per its manual of instruction. The AC equipments are covered under its respective annual maintenance contract (AMC) with the authorised service agents. The scope of work involves calling them as per terms of AMC for its regular checks. The scope of this contract involves the Contractor to maintain the periodical events and in its follow up for scheduled preventive checking and maintenance.

02) The AC equipments shall be started and run for at least 30 minutes every day daily in the morning before office hours for its proper up-keep.

F. OTHER UTILITIES:

01) Operation of water pumps, fire hydrant pumps and such other electrical utilities as per the schedule/ instructions issued from time to time.

III. SCHEDULE OF PROGRAMME:

The entire operation & maintenance shall be scheduled according to a pre-planned programme as detailed below:

i) Yearly activity- preventive maintenance works by
ii) Half yearly activity
iii) Quarterly activity
iv) Monthly activity
v) Weekly & Daily activity

These programmes shall be mutually finalised with the successful tenderer/ Contractor

And such programme shall be strictly followed.

IV PERSONNELS TO BE EMPLOYED:

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

Contractors should provide uniforms and all safety equipments to the personnel employed like shoes, gloves and the required tools and equipments to carry out their works safely and perfectly according to the conditions it demands. The persons so employed should be capable of handling all the electrical issues including fault analysis/ finding and rectification.

The installation should be maintained by the following personnel:

i)Electrical supervisor/Wireman, with necessary permit : 1 number in all three shifts as explained overleaf:

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

ii) Apart from the above one supervisor is to be appointed during the office hours i.e., from 09.00 am to 05.00 pm on working days. Such supervisor shall not be required on Bank Holidays. Wiremen shall have one day weekly off after every six days. The shifts shall be on rotation basis. Adequate number of wiremen shall be appointed.

V OPERATING TIME SCHEDULE:

i) The operating time schedule shall be continuous, all the 365 days and round the clock. The deployment of staff shall be in shifts which has to be finalised in consultation with Bank officials by the successful tenderer.

ii) It is suggested and expected that during such holidays and weekends preventive maintenance has to be undertaken.

VI GENERAL ASPECTS:

01) Notwithstanding the above contract, Bank is at liberty to engage any other Contractors / agencies/ persons in connection with any additional/ modification/repair maintenance or such other electrical works as per the Bank's requirement and discretion without any notice or information and the Bank or Bank officials are not liable to assign or include such work to this contract or Contractor.

02) The scope of work mentioned above is broad outline and subject to any reasonable additions which shall be construed as a part of the operation and maintenance works. The Contractor shall bring out any objections or any other additional services which shall be extended by them under the scope of work in the technical and commercial bid itself.

SIGNATURE OF THE TENDERER WITH SEAL

SCHEDULE 'B'

SPECIAL CONDITIONS AND TESTINGS

01) The tenderer/ Contractor shall maintain the earth connections to its required resistance level at all times. For which purpose the earth resistance test shall be undertaken periodically and maintained in such manner the potential difference at power socket point between neutral an earth shall not exceed 3 volts and the resistance of the earth shall be less than 5 ohms. The earth pit shall be periodically conditioned and the required material shall be supplied by the Bank, while the labour and minor civil works shall be to the account of this contract.

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

03) The contract may be renewed every year at the quoted rates at the discretion of the Bank. It must be noted that no conditional offer must be quoted and its acceptance is at the Bank's discretion.

04) The EMD submitted by the successful tenderer will be retained as security Deposit for a period of three years. In case the tenderer decides to terminate the contract and if the Bank agrees for the same the above amount will be forfeited. The tenderer can submit Bank Guarantee (other than Canara bank) for the equivalent amount valid for a period of three Years.

05) The contract amount will be paid at equated monthly instalment after completion of every month.

06) The contractor has to execute the work by taking proper precautions, as per the guidelines of Electricity board, IE rules etc. Bank is not responsible for any eventualities, mishaps occurring to the maintenance personnel during the contract period.

SIGNATURE OF THE TENDERER WITH SEAL

PRICE-BID

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

NATURE OF WORK	Operation & maintenance of 400KVA DG Sets - 2 Nos, AC equipments and maintenance of electrical systems in the entire building in 5 floors and other electrical equipment/ system as fully described in the scope of work.
Condition of price bid	
Taxes	The price to be quoted is exclusive of GST and inclusive of all other costs incurred. Applicable GST will be paid as per the extant Government guidelines.
Payment	Bank will make the payments on monthly basis after satisfactory completion of every month.
Date of Payments	The contractor has to make the payment for the Workers engaged for the above work on or before 8th day of the succeeding month during working hours on working day and the payment shall not be less than the MINIMUM WAGES stipulated by the Ministry of Labour, Government of India, or Government of Karnataka whichever is lower for the entire work force.
Uniforms for the workers	The contractor has to provide the Bank approved uniforms and safety shoes to the work force. The cost of the same shall be included in the prices quoted. No separate payments will be made by the Bank for the uniforms and safety shoes. The contractor should ensure that the work force should be strictly in the uniform during the shifts.
Renewal of AMC	Though AMC charges are called for three years, the contract will be renewed every year depending upon the satisfactory service of the agency/contractor.
Evaluation of L1	The CAMC value of total cost for the three years period will be taken for evaluation of the L1.

Signature of the Tenderer with Seal

PARTICULARS	AMC AMOUNT PER YEAR (In Rs.) (A)
First year (YI)	Rs.
Second year (Y2)	Rs.
Third year (Y3)	Rs.
Total Amount (Y1+Y2+Y3)	**Rs.**

(Amount in words: _____)

Note : Conditional tenders will not be accepted. The price to be quoted is exclusive of GST and inclusive of all other costs incurred

Calculation of Present Value : The Present value of AMC charges for 3 years will be evaluated to arrive at Lowest tenderer (L-1). The present value of the AMC component per year will be calculated as per the following formula:

Present Value = $c / (1+r)^n$

Where 'c' is the annual AMC of each year

'r' is Bank Prime lending rate which is at present 7.85 %

'n' is number of years, ie., n is 1 for 1st year and 2 for 2nd year...

The above mentioned calculation will be for Price comparison and arriving at L1.

Signature of the Tenderer with Seal