



TENDER DOCUMENT

FOR

**“Supply, installation, testing and commissioning of Audio Conference system at
Circle Office, Chennai”**

Tender No. - RFP-01-AUD/2020

Issued by
PREMISES AND ESTATE SECTION
524, ANNA SALAI, CANARA BANK CIRCLE OFFICE, CHENNAI

e-mail:

pecohn@canarabank.com

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Note: Price Bid to be submitted in separate envelope

SHORT TERM NOTICE INVITING TENDER (N.I.T)

Canara Bank, Circle Office, Chennai invites sealed TWO BID Tenders on **item rate basis** from regular **contractors** for the works mentioned below:

1.	Name of the Work	: Supply, installation, testing and commissioning of Audio Conference system at Circle Office Chennai (Fourth Floor)
2.	Location of Work	: 4 th Floor, Canara Bank Circle Office, 524, Anna Salai, Teynmapet, Chennai - 600 018
3.	EMD Amount (to be submitted along with the tender)	: Rs.10,000/- by way of crossed Demand Draft of a Scheduled Bank drawn in favour of Premises & Estate Section, Canara Bank Circle Office payable at Chennai. Cheques shall not be accepted
5.	Time of Completion/ Project duration	: 15 days from the Day of Acceptance of the Tender by the Bank
6.	Contents of the Tender	: Ass given in the Table of Contents
7.	Date of Issue of Tender	: From 04/08/2020 to 10/08/2020 - Downloaded from Bank's Website
8.	Last Date of Submission	: 12/08/2020 at 11.00 AM
9.	Place of Submission	: "The Divisional Manager, Premises & Estate Section, 6 th Floor, Premises & Estate Section, Canara Bank Circle Office, Teynampet, Chennai - 600 018"
10.	Time & Date of Opening of Technical Bid	: Tenders will be opened on 12/08/2020 at 11:30 AM

DIVISIONAL MANAGER

SIGNATURE OF THE CONTRACTOR WITH SEAL

GENERAL RULES & INSTRUCTIONS TO TENDERERS

- 1) The Tender document, duly filled and sealed, comprising of Notice Inviting Tender, General Rules & Instructions to Tenderers, Tender Form, General Conditions of Contract, Special Conditions of Contract, Appendix 1 to Appendix 10, Bill of Quantities, Tender drawings should be submitted to the Divisional Manager at the address given in the Notice Inviting Tender. The Tender document should be **sealed in** an envelope superscribing “**Supply, installation, testing and commissioning of Audio conference system at Circle Office, Chennai**” and addressed to the Divisional Manager. The tenderer's name and address should also be put on the envelope.
- 2) Last date for receipt of tenders: As stated in the Notice Inviting Tender.
- 3) The 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, availability of materials and obtain all necessary information's as to risks, contingencies and other circumstances which may influence or affect their tender.
- 4) Tenderers should ensure that their tenders are submitted before the date and time specified in Notice Inviting Tender.
- 5) Tenderers are requested to put their signature on each page of the tender documents as a token of acceptance.
- 6) Contractors should fill in all the relevant blanks and put their signature in the relevant places indicated in the documents.
- 7) It will be obligatory on the part of the Tenderer to tender and sign the tender 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.
- 8) The contractors should quote the item rate and amount tendered by them in figures as well as in words. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials and GST for raw materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, taxes , cess, fees , mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties, etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
- 9) Please refer Clause No: 7 of General Conditions of the contract for Goods and services tax (GST).
- 10) When a contractor signs a tender in an Indian language the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
- 11) The Schedule of Quantities should be filled as follows:
 - a. The “Rate” Column to be legibly filled in ink in both figures and words.
 - b. ‘Amount’ column to be filled for each item and the total amount for each trade to be given.

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- c. All corrections to be initialed.
 - d. Contractor's signature to be put on each page of the Schedule of quantities and in the "Abstract Sheet".
 - e. The "Amount" column for alternative items for which the quantities are mentioned should be filled up.
 - f. The "Rate" column for "Rate only" items should be filled up.
Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.
- 12) No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Architect/Bank.
 - 13) Tender shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.
 - 14) The total time allowed for carrying out of the work shall not exceed the period specified in the Notice Inviting Tender counted from the day of Acceptance Letter and/ or written orders to commence the work by the Bank.
 - 15) Earnest money accompanying the tender will be accepted only in the form of Crossed Demand Draft on any of the nationalized Banks/ state bank drawn in favour of "**Premises & Estate Section, Canara Bank Circle Office** payable at Chennai & not in favour of any other authority. Any tender, which is not accompanied by Earnest Money Deposit in the form of DD, shall be summarily rejected.
 - 16) 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 a further sum to make up 2% of the value of accepted tender including the Earnest Money as detailed in General Conditions of the Contract.
 - 17) The Sealed Envelopes shall be **opened at the specified time** in the presence of the tenderer's accredited representatives if they desire to attend.
 - 18) The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
 - 19) The Contractor is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Architect/ Bank at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform the Architect/Bank in writing at least one week before the scheduled date of opening. No claim will be allowed in respect of errors in the Contractors tender due to any mistake in the Schedule of Quantities, which should have been but was not rectified in the manner described above.

- 20) The articles of Agreement should not be filled. This will be done at the time the contract is awarded, in the case of the successful tenderer only.
- 21) Rate in words will be taken in precedence over rate in figures. If the amount of an item does not tally with the rate quoted in words, the rate shall be taken as correct.

Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be considered as Non-bonafide at the discretion of Architects/ Bank.

- 22) **Validity of tender** -Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 days from the date of the opening of technical bid. EMD of unsuccessful tenderers will be refunded without any interest after evaluation of tender.
- 23) 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.
- 24) 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 Tender/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.
- 25) All the parts of this tender documents i.e., Notice Inviting Tender, General Rules & Instructions to Tenderers, Tender Form, General Conditions of Contract, Special Conditions of Contract, Appendix 1 to Appendix 10, Bill of Quantities, Tender drawings shall form a part of the contract document.
- 26) The Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the supplier and the Employer.
- 27) 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.
- 28) **The Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.**
- 29) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 30) Contractors are requested to note that non-compliance of the above instructions is liable to render their Tender non-bonafide.

**DIVISIONAL MANAGER
CANARA BANK,
CIRCLE OFFICE, CHENNAI**

SIGNATURE OF THE CONTRACTOR WITH SEAL



PREMISES AND ESTATE SECTION, CANARA BANK CIRCLE OFFICE CHENNAI
RFP -01-AUD/2020: Supply, Installation, Testing and Commissioning of Audio System at Circle Office

TENDER FORM

The Divisional Manager,
Canara Bank,
Premises & Estate Section
Circle Office,
Chennai

Name of work: ‘Supply, Installation, Testing and Commissioning of Audio conference system at Circle Office, Chennai (4th Floor)’

Dear Sir,

I/We have read and examined the Notice Inviting Tender, General Rules & Instructions to Tenderers, Tender Form, General Conditions of Contract, Special Conditions of Contract, Appendix 1 to Appendix 10, Bill of Quantities, Tender drawings and all other contents referred to in this Tender Document for the work.

I/We hereby tender for the execution of the work specified for the Canara Bank within the time specified at the rates specified in the attached Schedule of quantities viz., Bill of Quantities and in all respects in accordance with in all respects with the specifications so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs.....is hereby forwarded as earnest money in form of Demand Draft of (Name of the issuing Schedule Bank) bearing no and date thereof and not to make any modifications in its terms and conditions.

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 and to carry out such deviations as may be ordered.

I/We agree that should I/We fail to deposit the full amount of initial security deposit and/or fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Employer and the same may at the option of the Employer be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may

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extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

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

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions & 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 /August/2020

Signature of Contractor
Name & address:
Full Postal Address including
Pin Code No. & Telephone No.

Witness,
1).

2).

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

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

- i) **Employer or Bank:** The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by DIVISIONAL GENERAL MANAGER, PREMISES AND ESTATE SECTION, CANARA BANK, CIRCLE OFFICE, CHENNAI and any of its employees or representative authorised on their behalf.
- ii) **Architects:** "Architect" shall mean Architect/ Architectural Consultant appointed by the Bank for the Project. or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the Employer shall nominate for the purpose.
- iii) **Site Engineer:** The term "Site Engineer" shall mean authorised Engineer appointed by Architect or Bank for day-to-day supervision of works at site as per tender terms.
- iv) **Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.
- v) **Site:** The "site" shall mean the site located as mentioned in the Notice inviting Tender, where the renovation works are to be carried out as per Scope of Work.
- vi) **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Bank's Engineer / Architect during the execution of the work.

All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site and the Bank's Engineer / Architect shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and have it confirmed by the Bank's Engineer / Architect prior to taking up such work.

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

- v) "The Works" shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.
- vi) "Contract " means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced Schedule of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in, Appendices, Annexures or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- vii) "Specification" means the specification annexed to or issued with these conditions and includes Indian or British or other approved standard specifications where required by the specification and where such a specification is not available, the specification approved by the Architect and the Engineer.
- viii) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- ix) "Market rate" means the rate as prevailing in the market and recommended by the Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.
- x) "The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities as specified and forming part of this contract.
- xi) "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

2. SCOPE OF WORK: The scope of works consists of supply, installation, testing and commissioning of audio conference system at the building as per tender terms, conditions and specifications at the site as mentioned in Notice Inviting Tender.

Employer may in their absolute discretion issue further drawings and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as “The Employer’s instructions” in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s/Architects’ instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the Employer/Architects shall if involves a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause “variation”.

The contractor shall set up necessary field testing equipments for day to day testing of materials like slump test for concrete, moulds for preparing concrete cube test samples, grading of coarse and fine aggregates, silt content and bulkgage of sand etc.

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

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, availability of specified materials in the tender, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other

charges as also for any special difficulties, including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer/Architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed at appropriate places as detailed in the Instructions to Tenderers.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis.

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

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum rates as will be assessed to be payable by the Employer/Architects.

The Employer has power to add /to omit any work, reduce the scope of the works as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing. No claims are entertained/ permissible due to such actions of the bank, but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

5. AGREEMENT

The successful contractor shall sign a Contract Agreement as per enclosed Appendix 6 shall pay for all stamps and legal expenses, incidental thereto. The same to be duly filled in a **non-judicial stamp paper of Rs 200/-** and submitted along with offer. The contractor shall submit Indemnity Bond as per Appendix 8, Guarantee Certificates for specialized works in stamp papers as per Bank's approved proformas. The same to be duly filled in a **non-judicial stamp paper of Rs 200/-** and submitted along with offer.

6a. PERMITS AND LICENCES

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

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

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The costs of storing, transporting, etc., of all materials including those under Government control are to be included by the tenderer in his quoted rates.

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

6b. GOVERNMENT AND LOCAL RULES

The contractor shall confirm 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 with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc., and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable. **Goods and**

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Service tax is payable extra as applicable to works contract as defined in Clause 119 of section 2 of CGST Act. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.

8. PROVISIONAL SUMS (P S)

All provisional sums described in the schedule of quantities as P S shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the Employer. Contractor is to make payment for these materials to the suppliers on certificate or order issued by the Employer/ Architects and realize them through his bills from the Employer.

9. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

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

11. EARNEST MONEY, SECURITY DEPOSITS, RETENTION MONEY AND DEFECTS LIABILITY PERIOD

A) *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. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect.

B) *Initial Security Deposit*: The successful tenderer whose tender is accepted shall be required to furnish by way of Initial security a sum which shall be equal to 2% (two percent) of the accepted value of the tender including the Earnest Money

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Deposit if submitted, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender, Demand Draft payable to the Employer.

C) **Total Security Deposit & Retention Money:** A further sum of 10% (Ten percent) of the Gross value of each interim/ running account bill/ final bill shall be deducted as Retention money to make up, together with the Initial Security Deposit, a total Security Deposit equal to **10.0 % of the amount of the accepted value of the tender (Actual cost of the work)**. Retention money would be retained until the completion of CAMC period and no interest would be paid on retention money kept with the Bank.

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

The retention money amount will be refunded 14 days (fourteen) days after the end of CAMC Period provided

- i) Contractor should remove all their materials, equipments, labour force, temporary sheds/ stores etc. from the site.
- ii) Contractor should have completed all the necessary testing, complied with the inspection remarks & its rectifications if any, submission of all the required particulars, test certificates and such other particulars.
- iii) 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. Alternatively, the above said security deposit shall be released after the completion of work provided the contractor submits bank guarantee for the amount for a period of defect liability period from any scheduled commercial Bank in the format acceptable to the Bank.

E) **DEFECTS LIABILITY PERIOD (DLP) -**

The defects liability period (DLP) for the work executed as per the tender Bill of quantities(BOQ) / items supplied shall be one year and shall commence from the date of certification/ settlement of Final bill of the work/date of successful hand over/ from date mentioned in Work Completion Certificate issued by the Employer, unless otherwise mentioned specifically in the BOQ.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

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

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

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and levelled where so required by the drawings unless the Employer shall otherwise direct.

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

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

13.1 Time of completion: The entire work is to be completed in all respects within the stipulated period stated in the **Appendix-1**. The work shall deemed to be commenced on the **second day** from the date of work order or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

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

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

overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within one month of the date of such request. Non-application by the contractor for extension of time within time schedule or happening of an event, which will require extension of time, will render the contractor non eligible for seeking extension of time at later date & this shall be binding to the contractor. While granting extension, the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated period and authorised extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under Clause 15 hereof will become applicable.

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

14 PROGRESS OF WORK

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

15. LIQUIDATED DAMAGES

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

15.1 If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the employer on the contract value of the work for every completed week that the progress remains incomplete.

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

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

Thus if the Contractor fails to complete the works within the time for completion stated in the Appendix/elsewhere or within any extended time under Clause 13 hereof, the Contractor shall pay the Employer the sum at the rate of 1%(one per cent) of the Contract Value per week of delay subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages" for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor. Appendix-1 shall also be referred.

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

The contractor may provide, fix up and maintain in an approved position, proper office accommodation for the contractor's representative and staff at his own cost. Such offices shall be open at reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all-artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

The contractor shall provide suitable temporary shed/enclosures for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water, must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-material measures.

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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 boarding, gantry, building structure other than those approved by the Employer.

Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

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

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion. Sheds for storage of cement should have pucca floor raised above the ground.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary for the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

The mistries and the supervisor on the works shall carry with them necessary instruments like a steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to ensure that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools & plant etc. by subcontractors for their work.

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose

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systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Architects on receipt of such intimation shall give a decision within a reasonable time.

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

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

18. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, grass, plants, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

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

19. BENCHES

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of salwood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of salwood post on the center lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Center line of walls, columns etc., may be clearly indicated and checked at any time if it is so required.

20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

21. ACCESS

Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

22. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS

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 approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Architects during the execution of the work, and to his entire satisfaction.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer/Architects when so directed by the Engineer/ Architects and written approval from Employer/Architects must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Architects may direct and shall protect from injury all work when in course of execution. Any damage during

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constructions, to any part of the work, for any reasons, due to rain, storm, or neglect of contractor, shall be rectified by the contractor, in an approved manner at no extra cost.

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

The contractor shall cover up and protect from damage, from any cause, all end work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expenses.

23. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specifications of instruction, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Architects, shall relieve the contractor from his liability in respect of unsound work or bad materials.

24. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the Employer/Architect to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor

from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer.

25. OFFICE ACCOMMODATION FOR THE SITE ENGINEER NOT APPLICABLE

26. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified staff as per special conditions of contract 30 and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

No labourer below the age of **Eighteen** years and who is not an Indian National shall be employed on the work.

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

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

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

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident

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at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

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

27. DISMISSAL OF WORKMAN

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

28. ASSIGNMENT

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

29. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. **The contractor shall submit an indemnity bond in Bank's approved proforma (enclosed under Appendix-10) in a stamp paper. Indemnify the Bank / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.**

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every

respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall 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 damage or loss to the works itself till this is made over in 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.

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

30. INSURANCE

The Contractor shall, at his own expense insure the works, effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the Employer, for the full amount of the contract. The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with 21 (twenty days) days from the date of issuing the work order.

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

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

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

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

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

31. ACCOUNTS RECEIPTS & VOUCHERS

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

32. MEASUREMENTS

All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere in this document. Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

33. PAYMENTS

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

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

The Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honouring certificate stated in the Appendix-1.

The amount stated in an interim certificate shall be the value of work properly executed and material advance upto 75% of invoiced value of materials brought to site for permanent incorporation into the work after preparation of the previous bill less the amount to be retained by the Employer as retention money vide clause 11 of these conditions. Advance paid for materials already incorporated in the work shall be recovered.

The material advance shall be admissible only on materials, which in the opinion of the Architect, are imperishable in nature, are genuinely required for use in the work in the near future, are of the required quality and are adequately protected against damage, theft, loss etc.

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. In all the above the Appendix 2,3,4,5 shall be followed.

34. FINAL PAYMENT

The final bill shall be submitted by the contractor to the Architect within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architect and payment shall be made within three

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months for such of those items and quantities that in the opinion of the Employer, are undisputed.

The Final Bill shall be accompanied by a "Certificate of Completion" from the Employer/ Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions, which sum shall be refunded as stipulated in Clause 11. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. In all the above the Appendix 2,3,4,5 shall be followed.

Retention amount of 10% at the end of the Comprehensive Annual Maintenance Contract Period; this can be released against Bank guarantee for equivalent amount in favour of the Bank for the warranty period in approved Bank's format.

35. VARIATION / DEVIATION

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

The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities upto variation of 25%. For variation beyond 25%, the rate may be reviewed based on prevalent fair price of labour, materials and other components as per the rate analysis format given in Appendix-7. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 14 days of being directed to execute such items/quantities and the Employer/Architect shall assess the analysis and approve reasonable and justified rate. No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer/ Architect.

36. SUBSTITUTION

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

37. COMPLETION OF WORK

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures etc of all paint/polish/distemper splashes/dirt/dust etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the

building and the surroundings. 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 Architect/Employer in writing that he has completed the work and it is ready for inspection.

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

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

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

38. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear during the defect liability period of one year. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No.11 together with any expenses the Employer may have incurred in connection therewith.

39. CONCEALED WORK

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

40. 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.

41. SUSPENSION OF WORK

If the Contractor:

- (i) Having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or,
- (ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the bank ; or
- (iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank or
- (iv) fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Bank ; or
- (v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fall for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in clause 42 (Termination of Contract by Employer).

42. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account

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of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

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

43. CLAUSE- RELATIVES

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

44. CLAUSE- RETIRED EMPLOYEES

No Employee employed in any department of the Government of India, PSU , Nationalized/ state bank shall work as a contractor or employee of a contractor for a period of two years after his retirement from service without the previous permission of their employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of their employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

45. ARBITRATION

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

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

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

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

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

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

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

Signature of the Tenderer/Contractor
With name and address

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

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

Notwithstanding, the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

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

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

2. WHOLE WORK TO BE COMPLETED IN THE SPECIFIED COMPLETION PERIOD:

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

3. STATUTORY PERMISSIONS

The Contractor will be responsible for obtaining the approval of local authorities for any alteration in the connections. All the fees, deposits shall be borne by the Bank. Incidental expenses if any shall be borne by the Contractor. The contractor shall submit to the Bank, all certificates, demand notes, final inspection reports issued by the concerned authority.

3. INTERPRETATION OF TERMS:

- (a) Whenever the words "directed", "as required", "selected", or words like effect are used, it is to be understood that the selection, direction or requirement of the Bank are intended.
- (b) The words "approved", "satisfactory" or words of like import shall mean "approved by" or "satisfactory to" the bank, whose approval must first be

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obtained before the materials ordered or the works to which the words refer to are put in hand.

- (c) The word “allow” shall mean that the contractor shall include in his rates for the particular matter referred to.
- (d) The words “as described” shall mean the description in the trade preambles, general preambles, specifications, general instructions etc.

6. ORDER OF WORK:

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

7. QUALITY OF MATERIALS AND WORKS:

The quality of all materials proposed to be used in the works will be as per the relevant Indian Standard Specifications and will be in accordance with the provisions of the Technical Specifications.

8. SAMPLES:

- (a) Before ordering such materials, the Contractor shall get samples of the materials approved from the Bank well in time. If ordered by the Bank, the samples of materials shall be got tested from approved laboratories at the contractor’s cost before approval. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.
- (b) The contractor shall furnish well in time before work commences, at his own cost, any samples of materials or workmanship that may be called for by the Bank for his approval or rejection and any further samples in case of rejection until such samples approved. Such samples when approved shall be the minimum standard for the work to which they apply. Rates quoted shall cover for such preliminary work.

9. WORKMANSHIP:

The work involved calls for a high standard for workmanship combined with speed. The works shall be carried out as per the technical specifications and Bill of quantities.

10. REJECTED WORKMANSHIP OR MATERIALS:

Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or deteriorated, must be removed immediately from the site and replaced at the contractor's expense, as directed.

All materials / or workmanship which in the opinion of the Bank are / is defective / under specifications or un-suitable, shall be removed immediately from the site and shall be substituted with proper material and / or

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workmanship forth with as per drawings, requirements and as per approval / directions of the Bank.

11. DISCREPANCIES:

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

- ❖ In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
 - Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
- ❖ In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference will be observed.
 - Description in Schedule of Quantities.
 - Technical specifications
 - Particular Specifications.
 - CPWD specifications
 - Indian Standard Specifications of B.I.S.
 - Drawings.
 - Special condition.
- ❖ In case of difference between the rates written in figures and the rate in words shall prevail.
 - Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as authenticated.
- ❖ In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration , decision shall be considered as authentic.
 - The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

12. QUOTED RATES: The rates shall be as per the Schedule of Quantities.

- (i) The rates quoted by the contractor shall be held to include for providing all materials , GST on raw materials, labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting

- and fixing in position making, setting, cutting, wastages, taxes, cess, royalties, return of packing and all materials and labour and obtaining service connections and testing and cleaning of work place ,everything else necessary for the proper completion of each item of work including overheads and profits.
- (ii) The Contractor shall provide at his expense all labour, materials and things required by the Bank / Architect or his representative for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planning gangways etc., necessary for affording access to every part of the work. The cost of all testing shall be borne by the contractor .
- (iii) Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Bill of Quantities approximately indicate the total extent of work but may vary and may even be omitted. No claim shall be entertained on this account except as provided in clause 35 of the General Conditions.
- (iv) If called upon by the Bank, detailed analysis of any or of all the rates shall be submitted by the Contractor. The Bank is not bound to recognize Contractor's analysis and reserves the right to reject abnormal high rates quoted by the contractor. In case there are inconsistencies in the rates for items of same such rates shall be considered as the rate for all such items unless Bank finds that there is justification for such inconsistent rates.
- (v) The rates of items of works shall include liaisoning charges, supervision charges in applying & securing permissions for alterations in connections for the sewerage system from BWSSB , applying & obtaining permissions from authorities shall also be the contractor s responsibility. The Bank shall bear the statutory fees , charges, any fee, development charges , deposits payable to the BWSSB . The Bank shall make direct payment to the concerned authorities in getting such permits, licenses, and service connections on demand & against bills, notices. All other incidental charges, liaisoning & supervision charges shall be loaded in the item rates of the tender.
- (vi) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

13. WATER AND ELECTRICITY:

1. The rates quoted by the contractors shall include for providing all the water required for the work including that required by special tradesmen and sub-contractors and pay all charges required by local authority or other authorities to get connection for construction of the Building and related works . Water must be clean, fresh, pure and free from earth, vegetable or organic matter acid or alkaline substance in solution or suspension. The contractors must execute any temporary plumbing work and pay all fees and charges for all the temporary connections. The contractor will make his own arrangements for pumping and storing water. If supply from the

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Municipality or other bodies be inadequate, the contractor should provide the water by his own arrangements. Bank shall only sign any application form as owner of the property.

2. The contractor shall arrange with the concerned Electric Supply Authorities for a temporary meter for electric supply to the site and shall provide all temporary wiring, power and lighting points for the whole of the works, site office and clear away when no longer required. He shall pay all charges for same and for electricity consumed, including the consumed by sub-contractors. Bank shall only sign any application form as owner of the property.

14. SAFETY AND HEALTH REGULATIONS :

The contractor shall execute the works by following all safety rules, procedures including the SAFETY CODE detailed in Appendix 8. All Health regulations as per Appendix-9 and in force shall be strictly complied by the contractor and pay all necessary charges.

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulation and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulation and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Bank a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting , filing such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the tendered value of the Work. The decision of the Bank shall be final and binding on the parties.

Should it appear to the Bank that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the Bank shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Bank shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary

arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved Standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

15 SECURITY AND PROTECTION:

- (i) All fences, trees, shrubs, grass, lawns and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at contractor's expense.
- (ii) The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, woodwork and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The contractor shall at his cost protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Bank at completion. Before possession, the Contractor must see that all doors, windows, and ventilators, etc., work easily and shall make all necessary adjustments.

16. INDEMNITY BOND:

Contractor shall sign an Indemnity Bond in an approved format as per Appendix 10 before starting the work, indemnifying the Bank and the Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

17. INCOME TAX DEDUCTIONS/ OTHER STATUTORY DEDUCTIONS:

Appropriate deduction as per relevant Income Tax/other deductions applicable at the time shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted to the respective tax authorities.

18. WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:

All shavings, cuttings and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work and at completion, including that of sub-contractors and special Tradesmen to be cleared and carted away and all materials rejected by the Bank to be removed. Contractor's quoted rates shall allow for these factors.

19. INSPECTIONS AND MEASUREMENTS:

- a) The contractor or his representative shall accompany the Banks representative/ Site Engineer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.
- b) If the Contractor fails to accompany the Banks representative/ Site engineer or any other person that has been duly authorized by the Bank to take measurements then in such a case the measurements recorded by the Banks's representative/ site engineer shall be binding on the Contractor.
- c) All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.
- d) The contractor or his representative shall provide all the assistance for the and accompany the Banks representative/ site engineer for carrying out the inspections of the work.

21. SERVICE AND ADVICE BY CONTRACTOR TO EMPLOYER:

The contractor shall place at the disposal of the Bank the services and the advice of himself and his staff of Engineers, Managers, suppliers/buyers of materials, foreman of trades or to other skilled persons employed by him for compliance of this contract.

22. ALTERNATIVE ITEMS:

In regard to alternate and 'rate only' items if any specified in the Schedule of Quantities, Contractor should note that the Bank reserves the right to order the principal item or its alternatives to any extent entirely at the Bank's discretion.

23. PROVISIONAL ITEMS:

If ordered by the Architect, Contractor shall be required to carry out provisional sum items at the same conditions and rates as applicable for this contract.

24. COORDINATION OF WORKS:

CO-ORDINATION: There will be Separate Tenders for other specialized works / Items. The contractor is required to Co-ordinate & co-operate with all other agencies that are awarded with such other works during the entire project execution. Few such Special works/ Items are interior works, Lift installation, Fire Fighting System, Generator, & Transformer installation works, Air Conditioning etc.

- ## 25. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:
- Measurements of all items of work including extra items, if any, such as, work in foundations, including excavations, plinth filling, masonry concrete etc., steel in all R.C.C. works, pipes to be encased etc., shall be got recorded from the authorized banks representative by the

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contractor before they are covered up. Immediately the work is ready for measurements, contractors will give specific notice to Bank for recording the measurements, the Contractor will refer the matter to the Bank for instructions, but in no case shall cover up the work without his permission.

26. OCCUPATION BY EMPLOYER: The Bank reserves the right to occupy the building in parts as and when completed, as may be considered by the Bank and reasonable and without hindrance to the contractor's progress.

27. MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF: Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified Engineer or not he shall engage a qualified resident Engineer having a recognized Degree/ Diploma in Civil Engineering and a minimum of 5 years' experience at construction site/s on similar works. Failing which Bank shall appoint a Civil Engineer on behalf of the contractor and shall deduct a salary amount of minimum Rs.20,000/-per month from his running bills, from the date of his non-availability of qualified Civil Engineer at site.

28. GUARANTEE FOR SPECIAL WORKS: For special works like water proofing works, guarantee issued by the special agencies who are engaged for such works by the contractor, shall be submitted to the Bank. For waterproofing a guarantee of 5 years shall be provided by the contractors. Such guarantees shall be submitted in the approved format of Bank and the contractor shall be responsible for any breach in such guarantee terms.

29. APPROVED MAKE OF MATERIALS

The make of the material to be used in the works shall be as per list of approved makes detailed in **Appendix 9** and as per sample got approved from the Bank . A set of specimen samples of all approved materials shall be kept at site or any designated branch of the Bank. The cost of which shall be borne by the Contractor.

All other materials to be used in the works but not covered above but specified in the schedule of quantities (SOQ) including items beyond SOQ shall also be of best of its kind and shall conform to the CPWD specifications and latest Indian Standard Specifications in every respect wherever available and shall have the approval of the Bank.

30. ESCALATION:

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



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The basic rates indicated in bill of quantities for material is only to facilitate the Bank to select the material. Any variation in the market price shall be absorbed by the contractor & no extra is payable by Bank.

31. CORDINATION OF WORKS

Work involves execution in residential complex which are fully occupied, it is intended to undertake works with minimum disturbance to the occupants and maintaining hygienic conditions. Hence the execution needs to be carried out meticulously with proper co-ordination and planning. Further the work needs to be carried out with co-ordination with other agencies and Bank's watch & ward / security authorities.

Signature of the Tenderer/Contractor
With name and address

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APPENDIX-1: IMPORTANT TERMS

- | | | |
|----|---|---|
| 1 | Period of Completion | : As mentioned in Notice Inviting Tender |
| 2 | Defects Liability Period (DLP) | : One year from the date of satisfactory completion of work unless otherwise specified. |
| 3 | Date of Commencement | : Next day from the date of work order |
| 4 | Liquidated Damages for Delay | : As mentioned in the Clause no.15 |
| 5 | Period of final measurement | : 30 (Thirty) days. |
| 6 | Value of work for claiming the Interim/ Running Account Bills | : Minimum of Rs. 5 lakhs based on the accepted measurements. |
| 7 | Period of honouring interim Certificate | : 15 days from the date of receipt of bill based on accepted measurements. |
| 8 | Period of honouring Final Certificate | : 30 (Thirty days) from the date of receipt of bill based on accepted measurements. |
| 9 | Retention Money | : 10% of Interim Bill amount - released on submission of BG or after successful completion of 5 years |
| 10 | Total Security Deposit (Maximum) | : As per clause no. 11 of General conditions |
| 11 | Initial Security Deposit | : 2% of accepted tendered sum including EMD if submitted |

SIGNATURE OF CONTRACTOR

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APPENDIX-2: RUNNING ACCOUNT BILL FORMAT

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

All bill abstracts shall be submitted in the following -

<i>As per Tender</i>					Previous Bill		Current Bill		Cumulative Bill	
Tender item	Item Description	Qty	Rate	Amount	Qty	Amount	Qty	Amount	Qty	Amount

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

Signature of the Contractor

SIGNATURE OF THE CONTRACTOR WITH SEAL



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APPENDIX - 3: BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee cover from Dated:
To Dated:
Last Date for Lodgement of claim:

To:

In consideration of (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a Circle Office at #524, Anna Salai, Teynampet, Chennai-600 018 (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the

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said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Notwithstanding anything contained herein:

(i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees only)

(ii) This Bank Guarantee is valid upto and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE

SIGNATURE OF THE CONTRACTOR WITH SEAL

APPENDIX -4: MEMORANDUM FOR PAYMENT

RUNNING BILL NO. _____

1. Total amount due since previous bill (A+B). Rs. _____ (C)
2. P.V.A. on account of escalation in price of Steel, Cement.
(+) Rs. _____ (D) _____
3. Total amount due to the contractor (C+D)
Rs. _____ (E)

DEDUCTIONS

- i. Secured advance paid in the previous R/A Bill. Rs. _____
 - ii. Retention money on value of work as per accepted tenders upto date
Rs. _____
Less : Already recovered (-) Rs. _____
Balance to be _____
Recovered Rs. _____ Rs. _____
 - iii. Mobilization Advance, if any
 - a) Outstanding amount (Principal + int.) as on date. Rs. _____
 - b) To be recovered in this bill. Rs. _____
 - iv. Any other Departmental material cost to be recovered as per contractor, if any
_____Rs.
 - v. Any other Departmental Material service charges to be covered if any, as per contractor (water, power, etc.) Enclosed statements. Rs. _____
Total Deduction as per contract Rs. _____
(-) Rs. _____ (F)
- Net amount payable as per contract (E-F) Rs. _____
(Rupees _____) in words.

APPENDIX- 5: CERTIFICATE

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

Signature of Contractor

Signature of Architect

Signature of Site Engineer

3. We hereby certify that an amount of Rs. _____ (Rupees _____ only) may be paid M/s _____ against bill no. _____ dated _____ as per details shown vide our letter no. _____ dated _____ subject to verification of pervious payments. If any, made to them on this account of materials supplied to the Contractor, if any, and any other tax deductions as per rule, the total payment including this should not, however, Rs. _____

Signature of Architect

Date:

Place:

STATUTARY DEDUCTIONS:

- | | |
|-------------------------|-----------|
| 1. Total amount due (E) | Rs. _____ |
| 2. Less: I.T. payable | Rs. _____ |
| Net payable | Rs. _____ |

The figures given in the memorandum for payment has been certified and the bill passed for payment _____ towards and figures.

Date: _____

Signature of the Employer

APPENDIX-6: CONTRACT AGREEMENT FORMAT

This agreement made on this _____ day of the month of ____ in the year two thousand nineteen (___/___/2020) BETWEEN, **Canara Bank** a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore- 560 002, and Circle Office at 524,Anna Salai, Teynampet, Chennai - 600 018 represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the (hereinafter referred to as Bank) of the ONE PART ;

AND

M/s. _____ duly represented by one of its Proprietor/Partner _____, aged _____ years, S/o Sri _____, residing at _____ and _____ having their office at _____ (hereinafter called the Contractor) of the other part.

WHEREAS THE Bank is desirous of undertaking theand has accepted the tender opened on _____2018 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz. The Tender Document Ref: **RFP-01-AUD/2020** comprising Notice Inviting Tender, General Rules & Instructions to Tenderers, Tender Form, General Conditions of Contract, Special Conditions of Contract, Appendix 1 to Appendix 11, Bill of Quantities, Tender drawings.
 - c) Corrigendum to tender document if any.
 - e) Letter from contractor dt. _____ in response to the negotiation meeting discussions held on _____
 - f) Letter of Acceptance issued to contractor by Bank - letter No. _____ DT _____.
 - g) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.
3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

SIGNATURE OF THE CONTRACTOR WITH SEAL



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

For & on behalf of the
Contractor with seal

For & on behalf of the
Canara Bank with seal

SIGNATURE OF THE CONTRACTOR WITH SEAL

APPENDIX-7: FORMAT FOR RATE ANALYSIS OF ITEMS

I.	MATERIAL		
	1. Basic Cost of Material		Rs. _____
	2. Wastage - 5%	-	Rs. _____
II.	Labour: As per Standard	-	Rs. _____
	Labour output and labour input required for the		Particular item using
	quoted labour rates.		
III.	Machinery / Tools	-	Rs. _____
	Inputs of Machinery / Tools requirements as per		
	the item and hire charges as per market.		
	TOTAL (I) + (II) + (III)		Rs. _____
IV.	Tax Liability		
	[as per contractual clauses will be added]	-	Rs. _____
V.	Add - ½ % for water charges	-	Rs. _____
	½ % for Electricity	-	Rs. _____
VI	Any other Expenditure (please specify)		
Rs.	_____		
	TOTAL		
	Contractor Profit & OH - 15%	-	Rs. _____
	GRAND TOTAL	-	Rs. _____

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



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APPENDIX - 8: INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Chennai on this _____ day of _____ month of year two thousand and nineteen (2020) by M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Shri _____, residing at _____..

In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Chennai - 560002.

Where as I am the authorised partner of M/s _____, and had applied for prequalification of contractors for

Whereas my/our company/firm was shortlisted 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 our favour by Canara Bank, Head office vide their letter

And where as for undertaking thework, my company has entered into contract agreement with Canara Bank on _____.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. _____ and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect ofand referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank & its Architect 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, any possible damage to the building and members of public in course of execution of the work for which I shall be solely responsible.

Signature of Contractor with seal

SIGNATURE OF THE CONTRACTOR WITH SEAL

APPENDIX - 9: APPROVED BRANDS & MATERIALS

SNo	Materials	Approved Make / Brands
1	Control with Recorder & Amplifier	Bose, JBL, Shure, Beyerdynamic
2	Conference Chairman unit and Delegate units	Bose, JBL, Shure, Beyerdynamic
3	Ceiling/ cabinet speakers	Bose, JBL, Shure, Beyerdynamic
4	Amplifier	Bose, JBL, Shure, Beyerdynamic

NOTE: Any brands indicated under the items specifications in the bill of quantities will prevail over the above indicated makes. Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank and Architect.

SIGNATURE OF THE TENDERER

SIGNATURE OF THE CONTRACTOR WITH SEAL

OTHER TERMS WITH REGARD TO CAMC:

- a. The rate of annual maintenance charges shall be furnished for a period of 4 years after the warranty/Defect Liability Period and rates quoted shall be binding on the tenderer.
- b. The scope and terms of Annual Maintenance Contract like number of monthly visits, items covering under Annual Maintenance Contract, replacement of spares exclusions if any, down time for break down and service calls shall be as mentioned above.
- c. The Bank reserves the right of discontinuing the Annual Maintenance Contract from the contractor during the tenancy of Annual Maintenance Contract.
- d. The cost of Annual Maintenance Charges shall also be one of the criteria in evaluation of cost economics of the tender. All the activities under this clause shall be completed within the stipulated time.
- e. **Performance Guarantee to the extent of 10% of the project cost throughout the 5 year period (1year Defect Liability period and 4 years under CAMC) to be submitted for release of retention amount.**

SIGNATURE OF THE TENDERER WITH SEAL

SIGNATURE OF THE CONTRACTOR WITH SEAL

TECHNICAL SPECIFICATION COMPLIANCE

A. Display Units

Description	Specifications	Yes/No	Remarks
55" UHD Display			
Diagonal Size	55"		
Type	IPS LED		
Resolution	3840 x 2160 (UHD)		
Aspect Ratio	16:9		
Brightness(Typ.)	400 nits		
Contrast Ratio	4000:1		
Viewing Angle(H/V)	178/178		
Response Time(G-to-G)	8ms(Typ.)		
Operation Temp Range	0°C to 40°C		
Orientation	Landscape		
Operation Hour	24/7		
Haze	1%		
Input Port	HDMI (2), USB (2)		
Output Port	HDMI, Audio, External Speaker		
Control Port	RS232C In/out, RJ45 (LAN) In, IR In		
Speaker Type	Built in Speaker(10W + 10W)		
Mounting	Wall Mount / Floor Mount		
Approved brands	Samsung/LG		

Side Display Mount for 55 inch			
VESA™ Standard Mount Interface	300 x 300		
Sustainability weight	100 lbs		
Position	Landscape mounting		
Adjustable tilt	0° to +12° micro		
Mounting Type	Wall Mount		
Approved brands	Custom		

22" HD Display			
Diagonal Size	22"		
Type	TFT LCD		
Resolution	1920 x 1080 (Full HD)		
Aspect Ratio	16:9		

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Brightness(Typ.)	250 nits		
Contrast Ratio	1000:1		
Viewing Angle(H/V)	170/160		
Response Time(G-to-G)	5ms(Typ.)		
Operation Temp Range	0° C to 40° C		
Orientation	Landscape		
Operation Hour	24/7		
Refresh Rate	64 Hz		
Port	HDMI & VGA		
Mounting	Wall Mount / Floor Mount		
Approved brands	Viewsonic/LG		

Floor Display Mount for 22 inch			
VESA™ Standard Mount Interface	75 * 75		
Sustainability weight	15 lbs		
Position	Landscape mounting		
Mounting Type	Floor Mount		
Approved brands	Custom		

B. Switching, Interfacing & Distribution

Description	Specifications	Yes/No	Remarks
Table Cable cubby			
Cable Enclosure Type	Flip model		
Power	Two Universal Socket		
HDMI	One		
VGA	One		
Audio	One (3.5MM)		
LAN	One		
Patch Cable	Included		
Mounting	Furniture Table Top		
Weight	3-5 lbs		
Material	Metal		
Approved brands	Extron/Crestron		

Scaling Presentation Switcher			
Video Inputs	2 RGB, Component Video, S-video, Composite Video, 4 HDMI digital video		
	Connectivity - 2 female 15pin		

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	HD, 4 female HDMI		
	Input Cable length - 20 mtr min		
	Resolution Type - 640*480 upto 1080p & 2K		
Video Outputs	2 HDMI(HDCP)		
	Connectivity - 2 female HDMI		
	Scaled Resolution - 640*480 upto 1080p		
Audio	Gain : -6dB / 0 dB		
	Frequency - 20Hz ±0.5 dB		
	THD Noise - <0.1%, 20 Hz to 20k		
	Input - 6 stereo line with 3.5mm stereo connectivity, 2 mono mic with 3.5mm stereo connectivity, 4 stereo de embedded from HDMI with female HDMI Type A		
	Output - 2 balanced type with 3.5mm stereo type connectivity, 2 female HDMI		
Control	1 bi directional RS232, 1USB 2.0, 1 female RJ45 by 10/100 base T		
Mounting Type	Rack type		
Enclosure Type	Metal		
Approved brands	Extron/Crestron		

Wireless Presentation System			
Frame rate¹	24, 25, 30, 50, or 60 fps		
Chroma sampling¹	4:4:4, 4:2:2, or 4:2:0		
Color bit depth¹	8, 10, or 12 bits per color		
Signal type	HDMI 2.0b, HDCP 2.3		
Video file formats	264, AVI, M2T, M2TS, M4V, MKV, MOV, MP4, MPG, SDP, TS		
Image file formats	BMP, JPG, PNG, TIFF		
Operating systems	Windows 7/8/8.1/10, macOS 10.11 - 10.15		
Video codecs	MPEG-2, MPEG4/XviD (Simple Profile), H.264 (Baseline, Main, High, Stereo SEI Profile), VC1 (Simple, Main, Advanced Profile), WEBM VP8, MJPEG		

SIGNATURE OF THE CONTRACTOR WITH SEAL

Audio codecs	AAC-LC (MPEG-2 part 7, MPEG-4 part 3, sub part 4 and part 14, MP4 mono or stereo audio, max 384 kbps) PCM mono or stereo 16 kHz to 96 kHz, 16-bit to 32-bit		
Image codecs	BMP, JPG, PNG, TIFF		
Video Input	Signal Type 1 HDMI digital video		
	1 female HDMI type A Connectors		
	15 kHz to 100 kHz horizontal frequency support		
	24 Hz to 75 Hz vertical frequency support		
	Resolution - 640x480 @ 60 Hz to 3840x2160 @ 30 Hz (includes 480p, 576p, 720p, 1080p, 2K, 4K)		
	Resolutions pass through mode 640x480 @ 60 Hz to 4096x2160 @ 60 Hz (includes 480i, 480p, 576i, 576p, 720i, 720p, 1080i, 1080p, 2K, 4K)		
	Cable standards DVI 1.0, HDMI 2.0, HDCP 2.3		
Video Output	Signal type 1 HDMI output		
	1 female HDMI type A Connectors		
	Power for active cables 1.1 W max. for the HDMI port		
	Devices Power 250mA		
	15 kHz to 100 kHz horizontal frequency support		
	23.98 Hz, 24 Hz, 25 Hz, 29.97 Hz, 30 Hz, 50 Hz, 59.94 Hz, 60 Hz vertical frequency support		
	24 Hz to 75 Hz vertical frequency pass through mode support		
	Output resolutions normal mode 640x480, 800x600, 1024x768, 1280x720, 1280x724, 1366x768, 1600x1200, 1920x1200, 3840x2160 (up to 30 Hz only), 480p, 576p, 720p, 1080p, 2K, 4K @ 30 Hz		

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	Output resolutions pass through mode 640x480, 800x600, 1024x768, 1280x720, 1280x724, 1366x768, 1600x1200, 1920x1200, 3840x2160 (up to 60 Hz), 4096x2160 (up to 60 Hz), 480i, 480p, 576i, 576p, 720i, 720p, 1080i, 1080p, 2K, 4K @ 60 Hz		
	Cable standards DVI 1.0, HDMI 2.0, HDCP 2.3		
Audio Input	HDMI 1 embedded digital audio from HDMI (stereo)		
	Decoder Input 1 embedded digital audio from decoder (stereo)		
	1 female HDMI type A Connectors		
Audio Output Digital	Signal Type 1 stereo, HDMI (embedded)		
	1 female HDMI type A Connectors		
	16-bit or 24-bit		
	48 kHz		
Audio Output Analog	Signal Type 1 analog stereo, balanced/unbalanced (variable)		
	(1) 3.5 mm captive screw connector, 5-pole Connectors		
	Impedance 50 ohms unbalanced, 100 ohms balanced		
	Nominal level +4 dBu		
	Gain error ± 0.1 dB channel to channel		
	>+21 dBu, balanced; >+15 dBu, unbalanced		
Network interface controllers (NICs)	2 female RJ 45 Connectors		
Approved Brands	Extron / Crestron		

Wall plate with HD Tx & Audio			
Frame rate ¹	24, 25 or 30 fps		
Chroma sampling ¹	4:4:4, 4:2:2		
Color bit depth ¹	8 bits per color		
Signal type	DVI 1.0, HDMI 1.4, HDCP 1.4		

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Video rate	10.2 Gbps (3.4 Gbps per color)		
Image file formats	BMP, JPG, PNG, TIFF		
Video Input	1 single link HDMI (or DVI-D*) input, 1 Analog RGBHV		
	1 female HDMI type A & 1 female 15 pin (RGB)		
Interconnection between Tx & Rx	Signal type 1 DTP 230 output		
	1 female RJ45 Connectors		
	Termination Standards TIA/EIA T568B		
Audio Input	Analog audio (over DTP) 2 stereo, unbalanced		
	Digital audio 1 embedded digital audio on DTP		
Audio Output	Analog audio (over DTP) 1 stereo, unbalanced		
	Connectors 1 female RJ45		
	Digital audio 1 embedded digital audio on DTP		
Approved Brands	Extron / Crestron		

HDMI Transmitter			
Frame rate¹	24, 25, 30, 50, or 60 fps		
Chroma sampling¹	4:4:4, 4:2:2, or 4:2:0		
Color bit depth¹	8 bits per color		
Signal type	HDMI 1.4, HDCP 2.3		
Video rate	10.2 Gbps (3.4 Gbps per color)		
Video Input	1 single link HDMI (or DVI-D*) input		
	1 female HDMI type A Connectors		
Interconnection between Tx & Rx	1 female RJ45 Connectors		
	Termination Standards TIA/EIA T568B		
Video Output	1 single link HDMI (or DVI-D*) input		
	1 female HDMI type A Connectors		
Audio Input	1 PC level Stereo, unbalanced		
	Connectors (1) 3.5 mm stereo jack, 2 channel; tip (L), ring (R), sleeve (ground)		
Audio Output	1 stereo (2 channel), balanced/unbalanced		

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	Connectors (1) 3.5 mm captive screw connector, 5 pole		
Approved Brands	Extron / Crestron		

HDMI Receiver			
Frame rate ¹	24, 25, 30, 50, or 60 fps		
Chroma sampling ¹	4:4:4, 4:2:2, or 4:2:0		
Color bit depth ¹	8 bits per color		
Signal type	HDMI 1.4, HDCP 2.3		
Video rate	10.2 Gbps (3.4 Gbps per color)		
Video Input	1 single link HDMI (or DVI-D*) input		
	1 female HDMI type A Connectors		
Interconnection between Tx & Rx	1 female RJ45 Connectors		
	Termination Standards TIA/EIA T568B		
Video Output	1 single link HDMI (or DVI-D*) input		
	1 female HDMI type A Connectors		
Audio Input	1 PC level Stereo, unbalanced		
	Connectors (1) 3.5 mm stereo jack, 2 channel; tip (L), ring (R), sleeve (ground)		
Audio Output	1 stereo (2 channel), balanced/unbalanced		
	Connectors (1) 3.5 mm captive screw connector, 5 pole		
Approved Brands	Extron / Crestron		

Distribution Amplifier			
Video Input	1 single link HDMI (or DVI-D*) input		
	1 female 19 pin HDMI type A Connectors		
Video Output	4 single link HDMI (or DVI-D*) input		
	4 female 19 pin HDMI type A Connectors		
Control port	RS-232, 3.5 mm, 3-pole captive screw connector		
Approved Brands	Extron / Crestron/Bose		

SIGNATURE OF THE CONTRACTOR WITH SEAL

C. Audio Section

Description	Specifications	Yes/No	Remarks
Digital Conference Control Unit			
Control Unit	Connectivity upto 100 microphones		
Video Output	4 single link HDMI (or DVI-D*) input		
	4 female 19 pin HDMI type A Connectors		
Operating modes	Normal on/off activation, Voice activation, FIFO		
Recording	Recording enabled with SD card insertion upto 32 GB, per GB upto 4 hours to be recorded		
Connectivity	1 x balance audio master output via 3-pin XLR		
	1 x un balance audio master output via RCA phono		
	1 x un balance audio input via RCA phono		
	1 x RS232 via 9-pin Sub-D		
	2 x microphone connectors via RJ45 with CAT5e cables (S/UTP, AWG 26 or better)		
Rack Type	19" rack mountable		
Approved Brands	Beyerdynamic / Shure/Bose		

Digital Conference Chairman Unit			
Microphone Unit	Metal bottom plate with plastic housing		
Operating modes	Normal on/off, 3 colour button microphone live-on/off control, clear button activation, Voice controlled activation, Integrated loudspeakers, FIFO		
Connectivity	Headphone 3.5mm stereo jack		
	1 x 5 pin XLR male connectors		
	2 x RJ45 socket		
Type	Two holes on the bottom for fixing on the table		
Approved Brands	Beyerdynamic / Shure/Bose		

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Digital Conference Delegate Unit			
Microphone Unit	Metal bottom plate with plastic housing		
Operating modes	Normal on/off, 3 colour single button microphone live-on/off control, Integrated loudspeakers.		
Connectivity	Headphone 3.5mm stereo jack		
	1 x 5 pin XLR male connectors		
	2 x RJ45 socket		
Type	Two holes on the bottom for fixing on the table		
Approved Brands	Beyerdynamic / Shure/Bose		

Gooseneck Microphone			
Size	20"		
Transducer Type	Condenser		
Polar Pattern	Cardoid		
Frequency response	Close mic - 40-13000 Hz, Distance 1 m - 200-13000 Hz		
Microphone connection	1 x 5 pin XLR male connectors		
Signal to noise ratio	62 dB(A, rms)*		
Nominal impedance	2.2 K Ω		
Approved Brands	Beyerdynamic / Shure/Bose		

Digital Signal Processor			
Channel	12 Channel AEC with Autlo Gain control & Noise Cancellation		
Analog Input	12 AEC		
Input Impedance	3.0 K Ω		
Analog Output	8		
Output Impedance	40 Ω balanced and 20 Ω unbalanced		
AEC processing	12 independent algorithms		
Control ports	12 inputs and 6 outputs		
DSP Connectivity	2 * RJ45 connectivity		
Type	Rack type		
Approved Brands	Beyerdynamic / Shure/bose		

Distribution Power Amplifier			
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Output Power	140W * 8		
Voltage Gain	28.7dB		
Power Consumption	1/8 power (4 Ω pink noise):250W, Idle (4 Ω):73W, Standby:23W		
Frequency Response	0dB, ±1.0dB (RL=8Ω, 100V/70V, Po=1W, 20Hz - 20kHz)		
S/N ration	≥ 100dB(A-weighted)		
Input Impedance	20kΩ (balanced), 10k Ω (unbalanced)		
I/O Connectors	Analog I/O - Euroblock x 2 (6P, balanced)		
	Digital I/O - RJ45 x 2 (YDIF IN / OUT)		
	Speaker Output Barrier strip x 8 pairs		
	Control Ports Remote, Fault Output : Euroblock (3P) x 1		
	Network - 1 * RJ45 port		
	Others - AC Inlet * 1		
Input Level	+24dBu (Maximum)		
Approved Brands	Yamaha/Biamp/Bose		

Ceiling Speakers			
Speaker type	Full range, Bass reflex		
Frequency range (-10dB)	60 Hz - 20 kHz (Half-space:2π)		
Nominal coverage	130° conical (Half-space :2π)		
Components LF-HF	4.5" Full range unit		
Power rating	Noise 40W, PBM 80W, Peak 160W		
Nominal impedance	8 Ω		
SPL Sensitivity (1W; 1m on axis)	87 dB SPL (Half-space:2π)		
I/O connectors	1x Ceramic terminal block (3P) (input: +/-, Earth)		
Approved Brands	Yamaha/JBL/Bose		

D.Control Section

Description	Specifications	Yes/No	Remarks
Control Processor			
Memory	SD RAM 512 MB		
Flash Memory	4.5 GB		

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Network interface controllers (NICs)	1		
Connector	1 female RJ-45 connector		
Data rate	10/100/1000Base-T, half/full duplex with auto detect		
Protocols	DHCP, DNS, HTTP, HTTPS, ICMP, IEEE 802.1X, NTP, SFTP, SMTP, SNMP, SSH, TCP/IP, UDP/IP		
Serial Quantity/type	1 bidirectional RS-232, RS-422, RS-485 (port 1), 1 bidirectional RS-232 (port 2)		
Digital I/O /type	4 digital input/output (configurable)		
IT / Serial Quantity/type	1 programmable: unidirectional RS-232 (± 5 V), or TTL level (0 to 5 V) infrared (carrier and non-carrier) up to 300 kHz		
Relay Quantity/type	2 normally open relays		
eBus Control Ports	(1) 3.5 mm captive screw connector, 5 pole (uses 4 poles)		
Approved Brands	Extron / Crestron		

BILL OF QUANTITIES

The bill of quantities shall be read in conjunction with the drawings, Conditions of and Specifications as these documents are jointly explanatory and descriptive of the works included in the Contract.

General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities, reference is to be made to the other documents for information.

The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the contractor. The quantities in the Bill of Quantities are an estimate of the amount of work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Engineer.

Where price have been entered against Lump sum items, payment for such affected items shall be made in proportion to the extent of which at the time of billing, works have been done at the discretion of the Engineer.

‘Providing and Fixing’ / ‘Providing and Laying’ / Providing and Erecting’ shall mean that the contractor has to provide such materials not being procured and borne by the Employer, but which are required for the item and if no material need be provided by the Contractor, the rate shall be on for fixing/ laying/ erecting of the component covered in the item.

The work also includes separating and stacking serviceable material anywhere in the compound as directed and lowering and carting away all unserviceable material debris from the site.

(THIS PART OF THE TENDER SHOULD BE SUBMITTED IN A SEPERATE ENVELOPE)
PART - 2: PRICE BID

Supply Installation Testing and Commissioning of Audio Conference System at Circle Office				
A. Display Section				
S.No.	Description	Qty	Rate	Amount
1	55" Diagonal Display with Brightness(Typ.) : 400 cd/m ² , Interface : HDMI(2)USB 2.0, RS232C, External Speaker Out	3		
2	Customised Wall mount bracket for 55" Display	3		
3	22" Diagonal Display in Landscape Orientation with Brightness(Typ.) : 250 cd/m ² , Interface : HDMI(2)USB 2.0, RS232C, External Speaker Out	1		
4	Customised floor mount bracket for 43" Display	1		
B. Switching, Interfacing & Distribution				
1	Cable Access Enclosure for AV Connectivity and AC Power	2		
2	Six Input HDCP-Compliant Scaling Presentation Switcher	1		
3	Wireless Collaboration Gateway	1		
4	Two Input DTP Transmitter for HDMI and VGA with Audio Embedding - Decorator-Style Wall plate	2		
5	HDMI Twisted Pair Transmitter	3		
6	HDMI Twisted Pair Receiver	4		
7	HDMI Distribution Amplifier	1		
C. Audio Section				
1	Digital Conference Control Unit	1		
2	Digital Conference Chairman Unit	1		
3	Digital Conference Delegate Unit	14		
4	System Cable CAT5with RJ45 Connector 2 m	15		
5	System Cable CAT5with RJ45 Connector 20 m	2		
6	Gooseneck Microphone for Chairman & Delegate Unit 20" (500mm)	15		
7	Conferencing Processor with AEC	1		
8	Eight-channel, 180W @ 8 / 4Ω Power Amplifier	1		
9	4.5" full-range low-profile ceiling speaker	6		
D. Control Section				
1	IP Link Pro Control Processor with Link license	1		
2	9.7" IPAD as User Interface	1		

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3	Wireless Access point	1		
4	IPAD Docking station Basic	1		
E. Cables and Connectors				
1	6' HDMI Cable	10		
2	15' HDMI Cable	1		
3	Male 15-pin HD Micro HR with Audio Cables	1		
4	Speaker Cable - 300Mtrs	200		
5	Audio Cable - 60Mtrs	60		
6	CAT6E - 100Mtrs	300		
7	CAT6 - 100Mtrs	100		
8	Loose Cables & Connectors 1 LOT (AV Cables & Connector etc.)	1		
F. Installation & commissioning				
1	Installation & commissioning Charges-	1		
2	Programming & integration with Extron	1		
SUB TOTAL excluding taxes				

SIGNATURE OF THE TENDERER WITH SEAL

AMC CHARGES FOR AUDIO CONFERENCE SYSTEM

SL NO	DESCRIPTION	Qty	RATE PER YEAR	AMOUNT	PRESENT VALUE*
1	Comprehensive maintenance charges with full responsibility of carrying out repair and supply of required original spare parts to keep the Audio Conference System (S.No. A to F) in fully operational condition for a period of 4 years, after expiry of 1 year of defect liability period				
	1 st Year	1 SET			
	2 nd Year	1 SET			
	3 rd Year	1 SET			
	4 th Year	1 SET			
	Grand Total in INR (B) (Exclusive of all taxes)				

SIGNATURE OF THE CONTRACTOR WITH SEAL



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Total amount for Work(A) = _____

Amount in Words _____ Only

Total amount including AMC (A+B) = _____

Amount in Words _____ Only

***Note:** The present value of the AMC component per year will be calculated as per the following formula and will be taken for arriving at L1:

$$\text{Present Value} = C / (1+r)^n$$

Where 'C' is the annual CSMC of each year

'r' is Bank Prime lending rate which is at present 15%

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

The above mentioned calculation is for Price comparison purpose only.

SIGNATURE OF THE CONTRACTOR WITH SEAL

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