

सीआईबीएम, मणिपाल में क्लास रूम, कंप्यूटर लैब स्थापित करने और एडमिन ब्लॉक के भूतल पर थीम लॉउन्ज बनाने के लिए फर्निशिंग कार्य करने के लिए निविदा प्रलेख

TENDER DOCUMENT FOR CARRYING OUT FURNISHING WORKS FOR ESTABLISHING CLASS ROOMS, COMPUTER LAB & THEME LONGUE AT GROUND FLOOR OF ADMIN BLOCK AT CIBM, MANIPAL



केनरा बैंक प्रबंधन संस्थान  
**CANARA INSTITUTE OF BANK  
MANAGEMENT,**  
अनंतनगर, II स्टेज, मणिपाल  
**ANANTHNAGAR, II STAGE,  
MANIPAL-576104.**

सीआईबीएम, मणिपाल में क्लास रूम, कंप्यूटर लैब  
स्थापित करने और एडमिन ब्लॉक के भूतल पर थीम  
लॉउन्ज बनाने के लिए फर्निशिंग कार्य करने के लिए निविदा  
प्रलेख

TENDER DOCUMENT FOR CARRYING OUT FURNISHING WORK  
FOR ESTABLISHING CLASS ROOMS, COMPUTER LAB AND  
CREATING THEME LONGUE AT GROUND FLOOR OF ADMIN  
BLOCK AT CIBM, MANIPAL

**महत्वपूर्ण /IMPORTANT**

सीलबंद लिफाफे में जमा करना होगा, जिस पर कार्य का नाम और नाम तथा निविदाकर्ता का पता

लिखा होना चाहिए

To be submitted in a sealed Envelop super scribing the name of work and name and  
address of the tenderer

TENDER REFERENCE NO: CIBM/ADMIN/MPL/TENDER/08/2021/TFO

DATE OF TENDER ISSUE: 21/09/2021

THIS TENDER CONSISTS OF TWO BIDS:

PART I : TECHNICAL BID

PART II: PRICE BID

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**भाग/PART-I**

**निविदा सूचना/NOTICE INVITING TENDER**  
**(NIT)**

Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104 invites item rate sealed tenders from eligible & experienced Firms / Companies in "TWO BID SYSTEM" for the Interior furnishing works for establishing Class rooms, computer lab & theme longue at ground floor of admin block at CIBM, Manipal.

**1). Details of the Tender:**

Tender Ref.	CIBM/ADMIN/MPL/TENDER/08/2021/TFO dated 21.09.2021
Name of the Work	To carry out Furnishing works for establishing Class Rooms, Computer, Staff rooms and Theme Longue
Location of Work	Ground Floor at Admin Block of Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104.
Earnest Money deposit	NIL. The bidder has to submit Bid Security Declaration as per annexure - 8
Issue of tender document	21th September-2021
Cost of tender application (inclusive of GST)	Rs 850/- by way of Demand Draft of a Scheduled Bank drawn in favour of CIBM, Manipal payable at Udupi/ Manipal.
Last date of submission of pre-bid queries	25 <sup>th</sup> September - 2021 till 5.00pm
Pre-bid meeting	27 <sup>th</sup> September - 2021 at 3.00pm
Last date of submission of Tender	4 <sup>th</sup> October -2021 by 3.30pm
Opening of Technical bids	4 <sup>th</sup> October -2021 by 4.00pm ( In case bid opening day happens to be holiday as per NI Act, the bid will be opened on the next working day of the Bank)
Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.
Period of completion	30 days from the date of issue of work order

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Tender documents ( soft copy ) (CPP) portal	Can be downloaded from Canara Bank's website <a href="https://canarabank.com/english/announcements/">https://canarabank.com/english/announcements/</a> from 21.09.2021 till last date of submission
Last date and time for submission of the tender	Sealed envelopes to be submitted on or before 04.10.2021 by 3.30 PM to the office of:  The Asst. General Manager, Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104.

**2). Eligibility Criteria:** Bidders who fulfill the following requirements are eligible to apply. The tenderer should not have been blacklisted by any of the client/ organization like Government department / PSUs / PSBs /Autonomous institution and should submit a declaration on letter head confirming the same.

Sl.	Eligibility Criteria	Documents Required
1	The Tenderer should be registered with CPWD or State PWD or MES or Railways or such other Government organizations or Registered in Public sector units or Public sector Bank's or Financial Institutions or Reputed Corporate companies, MNC's, IT companies as a furnishing works contractor.	A copy of valid registration certificate from respective authorities. Works Completion / work order copies from the Customer prior to 31.03.2021.
2	The Tenderer should have minimum of 05 (Five) years' experience in the relevant field as on 31.03.2021.	Copy of the registration of firm/ company/agency with competent authority
3	Bidder should have a minimum of Rs.20.00 Lakhs annual average turnover from furnishing works during last three financial years. i.e., for FY 2018-19, FY 2019-2020 and FY 2020-2021	Audited balance sheet and P&L account for the years mentioned and certificate from the Chartered Accountant.
4	The Tenderer should have executed any of the following work in a single contract during the last Seven (5) years ending with 31.03.2021 for at least,	Satisfactory work completion certificates from clients clearly indicating the cost and nature of works executed (Please refer to similar Works).

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	<p>One (1) similar work costing Rs35.00 LAKHS OR Two (2) similar works each costing Rs25.00 LAKHS OR. Three (3) similar works each costing Rs 18.00 LAKHS</p> <p>Similar works means furnishing works including modular work stations, partitions, storage units, paneling, tables and false ceiling for offices / residential /banks buildings other than ready supply items.</p>	
5	The contractor must have valid GST registration, PAN number.	Copy of the GST registration certificate and copy of PAN card.

- 3).** Tender documents can be downloaded only from the Banks web portal [www.canarabank.com](http://www.canarabank.com) at free of cost (Tender cost to be submitted as per NIT). The Tender documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) in two separate books (i.e. Technical bid and Financial bid) and submitted as detailed in clause 8 & 9 below.
- 4).** Tender documents consists of Notice Inviting the Tender ( NIT ), Eligibility criteria, General rules and Directions to Tenderers, Schedules A to F, Conditions of contract, Clauses of Contract, Special conditions, Technical specifications, Safety code, Model rules for protection of Health & sanitary arrangements, List of preferred makes, Annexures 1 to 19, Schedule of Quantity(SOQ).
- 5).** Tenders shall be on prescribed Form for item rate tenders as issued by the Bank / hosted by the Bank in Bank's website [www.canarabank.com](http://www.canarabank.com)
- 6).** The site (work place) is ready for commencement of works.
- 7).** Nature of the document: TWO BID CONCEPT. This Tender document comprises of the following:
- A. TECHNICAL BID: (first envelope)** consisting of following should be hardbound/ spiral bound and submitted as in Sl. No. 8 & 9 below in a separate envelope -
- Earnest Money Deposit
  - Notice inviting tender (NIT).
  - General Rules & directions to tendered.
  - Conditions of contract.
  - Clauses of contract.
  - Special conditions
  - Preferred makes/brand of materials
  - Annexures 1 to 8
  - Tender Drawings.

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**B.FINANCIAL BID (second envelope):** Schedule of quantity (SOQ). Financial bid should be hardbound / spiral bound and submitted in separate envelop as in Sl. No. 8 & 9 below.

**8). Submission and opening of Tenders:**

- a) Tenders on prescribed form should be placed in two envelopes one sealed envelope consisting of “Technical bid” duly super scribed as “Technical bid” and other sealed envelope consisting “Financial bid” duly super scribed as “Financial Bid” and both envelopes shall be kept in one bigger sealed single envelope, with the name of work, Name of Tenderer and due date written on the envelopes.
  - b) Sealed Tenders shall be addressed to The Asst. General Manager, General Administration Section, Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104. Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address.
  - c) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender. The first part of tenders i.e. Technical bid will be opened on the same day and location of tender submission.
  - d) Technical bids will be evaluated based on the Bank’s eligibility criteria’s. Wherever contractors / agencies are submitting consolidated completion certificates, then the Bank may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria’s. Bank’s decision in this regard is final and shall be binding on all.
  - e) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and freak rate analysis. Bank’s reserves rights of accepting any and all the financial bids without assigning any reasons whatsoever.
- 9). Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at tender issuing Office of the Bank.
- 10). Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. 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 tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.
- 11). The tenderer shall be responsible for arranging and maintaining at his own cost all materials, labour, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
- 12). Canara Bank reserves to itself the right of accepting the whole or any part of the

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tender and the tenderer shall be bound to perform the same at the rate quoted.

- 13). The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- 14). This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 7 days from the date of acceptance letter.
- 15). Canara Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the tenderer or are incomplete in any respect are liable to be rejected.
- 16). Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
- 17). **Pre bid queries and clarification to Tender:**

The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to [pecohub@canarabank.com](mailto:pecohub@canarabank.com) and the pre-bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to the Asst. General Manager, Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104 by the intending tenderers before 5:00 PM on 25.09.2021. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

### **Pre-Bid meeting:**

A pre-bid meeting of the intending tenderer will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
27.09.2021	3.00 PM	Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104

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No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

**18). Amendment to Tender document:**

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment.

Notification of amendments will be made available on the Bank's website ([www.canarabank.com](http://www.canarabank.com)) and will be binding on all tenderers and no separate communication will be issued in this regard.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

**19). Brief details of the work:**

The work involves interior furnishing works such as partitions, work stations, paneling, storage units, false ceiling works full height cabins and cubicles, Theme Longue, etc..

**20). Definition:** A "Tenderer / Bidder" is the Individual / Proprietor / Partnership Firm / Company who submits it tender for the subject works.

**21). Running Bill payments:**

Running bills shall be considered subject to a minimum bill value of **Rs.8.00** lakhs (Rupees Eight lakhs). All the bills shall be prepared by the contractor in the form prescribed by the Employer/Bank. The bills in proper forms must be duly accompanied by detailed measurements, supporting documents (Invoices) for procuring the raw materials like plywood, laminate, hardware, etc as per the approved list of materials in support of the quantities of work done and must show deductions for all previous payments, retention money, etc if any.

The Bank's authorized official shall issue a certificate after due scrutiny of the contractor's bills, joint verification of the measurements and inspection of

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quality of works executed on site.

The amount stated in an running bill shall be the value of works properly executed on site as per Bank's specifications and payment will be allowed to the extent of works completed on site based on the Bank's discretion. If any works are partly completed then the proportionate payment will be released as per the actual after deducting the applicable taxes and retention money payments made earlier if any. Bank will not consider any payments on account of raw materials supplied at site (like supply of plywood, laminate, hardware, etc).

Bill payment will be made within the period of 15 (Fifteen) working days after submission of running bills along with the certificate issued by the Bank's authorized official.

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/Bank 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.

**22). FINAL PAYMENT:**

The Final Bill shall be accompanied by a "Completion of Certificate" from the Bank official. Payments of final bill shall be made as per the procedure followed for running bills, after deduction of Retention Money as specified in relevant clauses which sum shall be refunded as stipulated in relevant clauses. Final bill should be submitted within 15 days of the final bill certification in proper bill format (Tax invoice). 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.

Final bill payment will be made within the period of 30 (Thirty) working days after submission.

**For & on behalf of the Canara Bank**

**Divisional Manager  
General Admin Section  
Canara Institute of Bank Management(CIBM)  
Ananthanagar, II Stage  
Manipal - 576104**

**Place:  
Date:**

## **GENERAL RULES AND DIRECTIONS TO TENDERERS**

1. All work proposed for execution by contract will be notified in a form of Invitation to Tender and signed by the Bank Officer inviting tender.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of Earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. Copies of the specification, tender drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952 by enclosing a copy of the partnership deed duly certified by one partner as true copy.

Tender by Hindu Joint Family (HUF) firm may be signed by the Kartha or Manager or any other duly authorized representative followed by the name and designation.

3. Receipts for payments made on account of a work, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the printed prescribed form stating what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the same form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work. Tenders shall have the name and number of the works to which they refer, written on the envelopes. Modifications to specifications, item description, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification of the tender.
5. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more Tenderers is same, then such lowest Tenderers may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub-sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender.

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The lowest tender shall be decided on the basis of revised offer. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more Tenderers received in revised offer is again found to be equal OR the tie is not resolved then the lowest tender, among such Tenderers, shall be decided based on the following criteria in the same order of preference:

**1<sup>st</sup> preference - Total Value of the qualifying works - Eligibility criteria 4**

**2<sup>nd</sup> preference - Total turnover during last 3 financial years - Eligibility criteria 3**

In case of any such lowest Tenderer in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid.

In case all the lowest Tenderers those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled.

**1. The rate quoted shall comply to the following:**

- a. The rate(s) and/or amount(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
  - b. In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.
  - c. The rate columns should be filled in English figures and English words.
  - d. The rate and amount columns for alternative items, if any, shall be filled up but amounts shall not be added in the total. The amount of alternative items of which quantities are not mentioned shall not be filled.
6. In the case of any errors or omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates. All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialed and total of such c, l, o and ow on each page certified at the end of the page with grand total at the end of the bill / schedule of quantities. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
7. The officer inviting tender or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted for consideration, a receipt for the earnest money forwarded therewith shall thereupon be given to the Bidder who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being disqualified and rejected, the earnest money forwarded with such unaccepted tender shall

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- thereupon be returned to the contractor remitting the same, without any interest.
8. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any one tender.
  9. The Tenderer shall take all necessary precautions to ensure that all confidential information which the Tenderer obtains in the course of participating in this Tender or at any time thereafter is not disclosed or used other than for the purpose of project execution / scope of work / deliverables. Tenderer shall suitably defend, indemnify Bank for any loss / damage suffered by Bank on account of and to the extent of any disclosure of such confidential information. Confidential information for this purpose refers to such information pertaining to Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain”.
  10. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
  11. In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.
  12. The contractor whose tender is accepted shall be required to furnish by way of Initial security a sum which shall be equal to 2.0% (two percent) of the accepted value of the tender, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender. Demand Draft payable to the Canara Bank or by way of Fixed Deposit Receipt with the Canara Bank or by way of Bank Guarantee from any other Scheduled Bank other than Canara Bank in the prescribed format for the duration of the contract period and defect liability period. A further sum of 8% (eight percent) of the Gross value of each interim/final bill shall be deducted as retention money to make up, together with the Initial Security Deposit, a total Security Deposit equal to 10% on the first Rs. One lakh, 7.5 % on the next Rs. One Lakh and 5% of the remaining amount of the accepted value of the

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- tender, subject to a maximum of Rs.25 lakhs. The Initial Security amount will also be accepted in Fixed Deposit Receipt of Canara Bank for the full period of contract including defect liability period or in form of Bank Guarantee from any other Scheduled Bank in the prescribed format. In case a fixed deposit receipt of Canara Bank is furnished by the contractor to the Employer it shall be free from any loans or any encumbrance and shall be assigned / hypothecated to the Employer.
13. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected and / or the tenderer is liable for additional security deposit as demanded by the Employer in the form of Demand Draft or Bank guarantee from scheduled commercial Bank other than Canara Bank valid for contract period / smaller period ( as decided by the Bank ) in the format prescribed by the Bank.
  14. 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 and / or Engineer-in-charge shall be communicated in writing to Employer.
  15. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools and plant, lead, lift carriage and transport supervision, Royalties, duties, levies, cess, entry tax, Octroi, profession tax, purchase tax, turnover tax, or any other tax on material in respect of this contract, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport etc., complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
  16. Any other Tax, any royalties, duties, levies, cess, Entry Tax, octroi, Profession Tax, Turnover Tax or any other Tax on material in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. GST on works contract on finished works wherever applicable shall be paid by Bank as per extant rules. All charges payable to local bodies for any service connections for construction purposes, land tax, etc., shall also be paid by the contractor and nothing extra shall be paid/reimbursed for the same.
  17. The contractor shall give a list of the Bank employees related to him with their places of posting and designations in prescribed Format as per the Annexure-04.
  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

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has/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. Errors and omissions due to clerical, typographical or printing etc., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the appropriate tender accepting authority of the Bank shall be final and binding.
20. Procurement of all materials, other than specifically stipulated to be issued by the Bank, if any, shall be at the cost and the responsibility of the contractor.
21. Tenderer shall fill in all the blanks and put their signature and seal on each page of the tender documents. The successful Tenderer will have to enter into an agreement with each component of the Tender document with the Bank.
22. The tender drawings under this NIT are only indicative to broadly understand the scope of the works. The contractor shall carry out the works according to the workings drawings/ construction drawings issued by the Engineer in charge during the course of work from time to time. Tenderer/ Contractor is not eligible for any claim on account of any differences between the tender drawings and working drawings.

## 2. SOCIAL MEDIA POLICY:

No person of the bank or the contractors and third parties shall violate the social media policy of the bank. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.



## **CONDITIONS OF CONTRACT**

### **Definitions:-**

1. The 'Contract' means the tender documents and acceptance thereof and the agreement duly executed between the Canara Bank and the Contractor, together with the documents referred to therein including these conditions, NIT, specifications, schedule of quantities, agreement, designs, drawings and instructions issued from time to time by the Employer and / or Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

a) The expression 'works' or 'work' shall be Interior Furnishing, unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

b) The 'Site' shall mean the Ground Floor of Admin Block at CIBM, Manipal, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

c) The 'Contractor' shall mean the successful tenderer to whom the work is awarded, the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assigns of such firm or company.

d) The 'Employer/Buyer' means the Canara Bank, who is specifically authorised to enter into contracts and in charge of the work mentioned.

e) The 'Engineer-in-Charge' means the Banks Officer, Engineer and/or Site Engineer hereunder who shall supervise and be in charge of the work or any other person specifically deputed by the Employer.

f) 'Contract Price' shall mean the final accepted rates in the Schedule of Quantities.

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

h) "Excepted Risk" are risks due to riots (other than those on account of contractor's employees or agents or persons worked under or at the instance of the contractor) or civil commotion (in so far as both these are uninsurable), war (Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from

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aircraft, acts of God, such as earthquake, lightening and unprecedented floods, Tsunami and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

i) "Market Rate" shall be the rate as decided by the Employer on the basis of the cost of materials and labour and the site where the work is to be executed plus the percentage mentioned to cover all overheads and profits.

j) "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the C.P.W.D. or state P.W.D. mentioned, if any, with the amendments thereto issued up to the date of receipt of the tender.

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

l) 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

m) 'virtual completion' shall mean that the work / building is complete in all respects in the opinion of the Employer/Bank

n) 'Drawings' shall mean all drawings and / or sketches duly signed by the Engineer-in-charge or their representative on behalf of the Employer before commencement or during the progress of the work.

o) 'Letter of Acceptance' shall mean intimation by a letter issued by the Accepting Authority of the Employer / Bank to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

p) **Base price** shall be as specified based on the actual price quoted by the authorized stockiest / wholesalers / showroom including GST, octroi and all other duties levied by the statutory / local authority and also excluding loading, unloading and carriage / transportation cost to the site of work, overheads, storage charges at site.

q) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Engineer in charge / Employer. However, in the case of specialist contracts like for anti-termite treatment, water proofing treatment and the like the period of warranty in such contracts shall supersede the defect liability period, and the defect liability period of twelve months shall stand extended to be equal to the warranty period.

r) "Approved make" means materials as specified under List of preferred makes and also as approved by the Bank.

**3. Scope and Performance::** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings to these Conditions of Contract, Clauses of contract, special conditions, Technical specifications shall not be deemed to form part thereof or be taken into consideration in the inter-pretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents (except standard specifications, Schedule of Rates) together with all drawings as may be forming part of the tender papers. None of these documents shall be used by the Contractor for any purpose other than for this contract.

6. **Works to be carried out ::** The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on material carriage and cartage, lead, lift, safety works, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

#### 7. Rates

The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools and plant, lead, lift carriage and transport supervision, Royalties, duties, levies, cess, entry tax, Octroi, profession tax, Sales Tax, VAT, purchase tax, turnover tax, or any other tax but **excluding GST** on material in respect of this contract, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport, any other incidentals works etc. complete and for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable unless otherwise specifically exempted and are specified as payable or reimbursable under this Agreement.

#### 8. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

#### 9. Discrepancies and Adjustment of Errors:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

9.1 If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed:

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- a) Description of the Item as detailed in Schedule of Quantities (SOQ).
- b) Particular Specifications, Special condition, Additional conditions if any
- c) Detailed Drawings
- d) CPWD specifications
- e) Clauses of contract
- f) Indian Standard Specifications of B.I.S.
- g) Manufacturer's specifications
- h) As decided by Employer

Moreover, the Contractor is not allowed to take benefit out of any clerical / grammatical mistake in the standard clauses/ Bill of Quantities/Specifications etc. being used in the agreement”.

9.2 If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.

9.3 Any error in description or quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

**10. Signing of Contract ::** THE successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 3 days from the stipulated date of start of the work sign the contract consisting of following:

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Contract Form as mentioned consisting of::
  - a. Notice inviting tender (NIT).
  - b. General Rules & directions to contractor.
  - c. Conditions of contract.
  - d. Clauses of contract.
  - e. Preferred makes.
  - f. Annexures 1 to 8
  - g. Tender Drawings
  - h. Schedule of Quantities (SOQ)



### **CLAUSES OF CONTRACT**

#### **Clause - 1:: DEPOSITS**

The person/persons whose tender(s) may be accepted (hereinafter called the Bidder) shall deposit a sum shall equal to 2% (two percent) of the accepted tendered cost as **Initial security deposit** within 7 days of the issue of the letter of acceptance, in the form of Demand Draft payable to the Employer, or by way of Fixed Deposit receipt with the Canara Bank or by way of Bank Guarantee from any other Scheduled Bank in the prescribed format for the entire duration of the contract period plus the defect liability period and shall further permit the Employer at the time of making any payment to him for work done under the contract to deduct a sum of **8% of the gross** amount of each running bill as **Retention money** till the sum along with the sum already deposited as initial security deposit will amount to **security deposit** of an amount equal to 10% of first Rs. One lakh, 7.5% of the next Rs. One lakh and 5% of the remainder of the accepted value of the tender subject to a maximum of **Rs.25 lakhs**. Such deductions will be made and held by the Employer by way of **Retention money** unless he has/they have deposited the full amount of Security Deposit as mentioned above in the form of Fixed Deposit Receipt issued by the Canara Bank or irrevocable Guarantee Bond of any other Scheduled Bank for the entire period of the Contract including the defect liability period. In case a fixed deposit receipt of Canara Bank is furnished by the Bidder to the Employer it shall be free from any loans or any encumbrance and shall be assigned / hypothecated to the Employer.

All compensation or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest if any, arising there from, or from any sums which may be due to or may become due to the Bidder by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Bidder shall within 10 days make good in the cash or Guarantee Bond of a Scheduled Bank other than Canara Bank in favor of the Employer or fixed deposit receipt tendered by the Canara Bank (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above and the Initial Security Deposit will be treated as part of the Security Deposit.

#### **Clause - 2 :: COMPENSATION FOR DELAY ::**

If the Bidder 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 authority on the contract value of the work for every completed week that the progress remains below that specified in clause 5 or that the work remains incomplete.

This shall also apply to items or group or items for which a separate period of completion has been specified, if any.

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

I. Completion period (as originally stipulated)	:: 1 ( One ) percent per week
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Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the undernoted percentage of the Contract Value or of the Contract Value of the item or group of items of work for which a separate period of completion is originally given:-

a) Completion period (as originally stipulated)	:: 10% ( Ten percent )
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**Clause -2.1::**

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

**Clause -3::**

Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the Bidder in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine and cancel the contract in any of the following cases;

- i) If the Bidder having been given by the Employer and/or the Engineer- in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit or comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the Bidder being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the Bidder has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.
- iv) If the Bidder fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Employer and /or Engineer-in-

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- v) If the Bidder 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 Employer and /or Engineer-in-charge.
- vi) If the Bidder commits any acts mentioned in clause 21 hereof.

### Clause -3.1.:

When the Bidder has made himself liable for action under any of the cases aforesaid, the Employer shall have powers::

- a) To determine or rescind the contract of which termination or rescission notice in writing to the Bidder under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the Bidder shall be liable to be forfeited and shall be absolutely at the disposal of Employer.
- b) To employ labour paid by the Employer and to supply material to carry out the work or any part of the work debiting the Bidder with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive) against the Bidder and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Bidder under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Bidder provided always that action under the sub- clause shall only be taken after giving notice in writing to the Bidder. However if the net total expenses incurred by the Employer are less than the amount payable to the Bidder at his agreement rates, the difference shall not be paid to the Bidder.
- c) After giving notice to the Bidder to measure up the work of the Bidder and to take such whole, or the balance or part thereof as shall be unexecuted out of his hands and to give it to another person to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Bidder if the whole work had been executed by him, of the amount of which excess the certificate in writing of the Employer shall be final and conclusive shall be borne and paid by the original Bidder and may be deducted from any money due to him by Employer under this contract or on any other contract account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case maybe.

### Clause -3.2.:

In any such event the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is

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taken under any of the provisions aforesaid, the Bidder shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer- in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. Provided further that any of the recoveries to be made when the excess cost incurred by the Employer under the action in (b) and/of (c) above is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.

#### **Clause-4::**

In any case in which any of the powers conferred upon the Employer under Clause-3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Bidder and the liability of the Bidder for compensation shall remain unaffected. In the event of the Employer putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Bidder, take possession of (or at the sole discretion of the Employer which shall be final and binding on the Bidder) use as on hire (the amount of the hire money being also in the final determination of the Employer ) all or any tools, plant, materials and stores in or upon the works, or the site thereof, belonging to the Bidder, or procured by the Bidder and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge, whose certificate thereof shall be final and binding on the Bidder, otherwise the Employer by notice in writing may order the Bidder or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises, within the time to be specified in such notice, and in the event of the Bidder failing to comply with any such requisition, the Employer may cause to remove them at the Bidder's expense or sell them by auction or private sale on account of the Bidder and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Bidder.

#### **Clause-5:: TIME AND EXTENSION FOR DELAY ::**

The time allowed for execution of the Works by the Bidder as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 3<sup>rd</sup> day after the date on which the Employer issues written orders to commence the work or from the date of handing over of the site whichever is later.

#### **Clause -5.1::**

The Bidder shall submit a Time and Progress Chart and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Bidder within the limitations of time imposed in the Contract documents, and

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further to ensure good progress during the execution of the work, the Bidder shall in all cases in which the time allowed for any work exceeds one month (save for special jobs) complete  $1/8^{\text{th}}$  of the whole of work before  $1/4^{\text{th}}$  of the whole time allowed in the contract has elapsed;  $3/8^{\text{th}}$  of the work before one half of such time has elapsed and  $3/4^{\text{th}}$  before  $3/4^{\text{th}}$  of such time has elapsed.

**Clause-5.2::** If the works be delayed by:-

- a) Force majeure, or
- b) Excepted risk;
- c) abnormally bad weather, or
- d) serious loss or damage by fire, or
- e) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- f) delay on the part of other Bidders or tradesmen engaged by the Employer in executing work not forming part of this Contract, or
- g) Non-availability of stores, which are the responsibility of the Employer to supply or any other cause which, in the absolute discretion of the authority is beyond the Bidder's control,

then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

**Clause -5.3::**

Request for extension of time, to be eligible for consideration, shall be made by the Bidder in writing within 7 days of the happening of the event causing delay to the Accepting Authority. The Bidder 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.

**Clause -5.4::**

In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Bidder by the Employer in writing, within 3 days of the date of receipt of such request. Non application by the Bidder for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the Bidder.

**Clause - 6::**

- (i) Engineer-in-charge is duty bound to, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.
- (ii) ALL measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract. All such measurement books and level books shall be with machine numbered pages with a certificate of the Engineer-in-charge regarding the name of the work and Bidder and

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number of pages. All such measurement books and level books shall be maintained carefully, work wise and shall be handed over to the Employer at the completion of the work.

- (iii) All measurements and levels shall be taken jointly by the Site engineer authorized by the Engineer-in-Charge and the Bidder or his authorized representative from time to time during the progress of the work and all such measurements shall be verified by the Engineer-in-Charge/Architect to verify the accuracy of the measurement and signed and dated by the Engineer-in-Charge/Architect in token thereof and by the Bidder or his representatives in token of their acceptance. Employer reserves the right to test check the measurements to the extent of 25% of measurements of each and/ or all items verified by the Engineer-in-Charge and any discrepancies are found they shall be corrected by the Employer and it shall be binding on the Bidder. If the Bidder objects to any of the measurements corrected a note shall be made to that effect with reason and signed by both parties.
- (iv) The Bidder shall, without extra charge, provide all assistance by providing appliance, labour and other things necessary for such measurements and recording levels.
- (v) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution and if for any item no such standard is available then a mutually agreed method shall be followed.
- (vi) The Bidder shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work and Employer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work and Employer who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's and Employer consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. No earthwork shall be started without recording initial ground levels in the level field book jointly signed by both the parties in token of acceptance.
- (vii) Whenever any payment for lead in earthwork or any other item of work is involved as an item of work, separately or together with any other item of work, the Bidder shall get the lead measured jointly by the Engineer-in-Charge before executing any work and obtain the approval in writing of the

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Engineer-in-Charge failing which the lead as decided by the Engineer-in-Charge and or Employer shall be treated as final and binding on the Bidder. In the case of earth work of cutting, filling and disposal, lead charts shall be prepared by the Bidder giving area and quantities to be cut and filled and lead involved and got approved in writing before executing the work failing which lead charts will be prepared by the Engineer-in-Charge as to cause most economic method of cut fill and shall be accepted for payment whether or not work is actually carried out by the Bidder accordingly.

- (viii) Engineer-in-charge or his authorized representative may cause to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- (ix) Recording of measurements of any item of work in the measurement book and/or its payment in the interim on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the Bidder from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**Clause - 8 ::**

- (i) If there is no defect in the work Engineer-in-charge shall furnish the Bidder with a final certificate of completion. Otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Bidder and/or (b) for which payment will be made at reduced rates, shall be issued.
- (ii) No final certificate of completion shall be issued, nor shall the work be considered to be complete by the employer until the Bidder shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the Bidder(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the Bidder shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the Bidder remove such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Bidder shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually 25rèches25 by the sale thereof.

**Clause -9:: MATERIALS SUPPLIED BY EMPLOYER ::**

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No materials will be supplied by the Employer.

**Clause -10 A:: MATERIALS TO BE PROVIDED BY THE BIDDER, TESTS**

(i) The Bidder shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by Employer, if any.

(ii) The Bidder shall, at his own expense and without delay supply to the Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Bidder shall be in conformity with the specifications laid down or referred to in the contract. The Bidder shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge may within thirty days of supply of samples or within such further period as he may require and so intimated to the Bidder in writing, inform the Bidder whether samples are approved by him or not. If samples are not approved, the Bidder shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results indicate the specification laid down under the contract are met with.

(iii) The Bidder shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and material finally accepted by the Engineer-in-Charge. The Bidder shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

(iv) The Bidder shall at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Employer and or Engineer-in-Charge or his authorized representative shall at all times have the right to inspect/supervise the works and access to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works. The Bidder shall afford every facility and every assistance as required by the Employer/Engineer-in-Charge.

(v) The Engineer-in-Charge/Employer shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications, and in case of default, the Employer/Engineer-in-Charge shall be at liberty to employ at the expense of the Bidder other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge/authorized representative of employer shall also have full powers to require other proper materials to be

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substituted thereof and in case of default the Engineer-in-Charge/ Employer may cause the same to be supplied and all cost which may attend such removal and substitution shall be borne by the Bidder.

**Clause - 9 B:: 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, etc. or any other tax. There shall be **NO ESCALATION** on the quoted rates.

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 Bidder & no extra is payable by Bank.

**Clause -9 C::**

The Bidder shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as employer's property unless otherwise specified and such materials shall be handed over or disposed of to the best advantage of the Employer according to the instructions in writing issued by the Engineer-in-Charge.

**Clause -10::**

(i) The Bidder shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. "The Bidder shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the Bidder shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

(ii) The Bidder shall comply with these provisions and with due care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from these presents.

(iii) The Bidder shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**Clause -14:: CANCELLATION OF CONTRACT IN FULL OR PART ::**

i. > If Bidder ::

(a) at any time makes default in proceeding with the works or any part of the

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work with due diligence or poor quality of work / workmanship or non compliance of contract specifications and continues to do so after a notice in writing of 7 days from the Employer and or Engineer-in-Charge; or

- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer and or Engineer-in-Charge; or
- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Employer and or Engineer-in-Charge; or
- (d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration of any as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or;
- (e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer/Engineer-in-Charge; or
- (f) shall obtain a Contract with the Employer as a result of wrong tendering or other non-bona-fide methods of competitive tendering; or being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the to me being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (g) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (h) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (i) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign,

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transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

- (j) the Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the Bidder.

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

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

(b) to carry out the incomplete work by any means at the risk and cost of the Bidder.

ii. > On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Bidder for completion of the works or part of the Works or incase the Works or part of the Works is not to be completed the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the Bidder for the value of the work executed by him up to the time of cancellation, the value of Bidders' materials taken over and incorporated in the work and use of tackle and machinery belonging to the Bidder.

iii. > Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Bidder on any account, and if such moneys are not sufficient the Bidder shall be called upon in writing and shall be liable to pay the same within 30days.

iv. > If the Bidder shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge with the approval of the Employer shall have the right to sell any or all of the Bidder's unused materials, constructional plant, implements, temporary buildings, etc. and adjust the proceeds of sale thereof towards the satisfaction of any sums due from the Bidder under the Contract and if thereafter there be any balance outstanding from the Bidder, it shall be recovered in accordance with the provisions of the Contract.

v. > Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc., shall be returned to the Bidder, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Bidder would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Bidder.

In the event of above course being adopted by the Engineer-in-Charge, the Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**Clause -15 :: SUSPENSION OF WORK :**

a) The Bidder shall, on receipt of the order in writing of the Employer, whose decision shall be final and binding on the Bidder, suspend the progress of the Works or any part thereof for such time and in such manner as the Employer may consider necessary so as not to cause any damage or injury to the work for any of the following reasons::

- (i) on account of any default on the part of the Bidder or;
- (ii) for proper execution of the works or part thereof for reasons other than the default of the Bidder; or
- (iii) for safety of the Works or part thereof.

The Bidder shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

b) If the suspension is ordered for reasons (ii) and (iii) in sub para (a) above.

- (i) the Bidder shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part ; and
- (ii) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the Contract exceeds thirty days, the Bidder shall, in addition, be entitled to such compensation as the Employer/Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by the Bidder to his employees and labour at Site, remaining idle during the period of suspension, adding thereto the percentage mentioned in Schedule `F' to cover all other expenses including indirect expenses of the Bidder, provided the Bidder submits his claim supported by details to the Employer within fifteen days of the expiry of the period of 30days.

c) If the Works or part thereof is suspended on the orders of the Employer for more than three-months at a time, except when suspension is ordered for reason (i) in sub-Para (a) above, the Bidder shall after receipt of such order serve a written notice on the Employer requiring permission within fifteen days from receipt by the Employer of the said notice, to proceed with the Works or part thereof in regard to which progress has been suspended. If such permission is not granted within that time, the Bidder, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the Works, as an abandonment of the Works by the Employer shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Employer. In the event of the Bidder treating the suspension as an abandonment of the Contract by the Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequence and of

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materials collected which could not be utilized on the Works, adding to the total thereof the percentage mentioned in Schedule `F` to cover all other expenses including indirect expenses of the Bidder provided the Bidder submits his claim supported by details to the Employer within 30 days of the expiry of the period of 3 months ; Provided, further, that the Bidder shall not be entitled to claim any compensation from the Employer for the loss suffered by him on account of delay by the Employer in the supply of materials in Schedule `B` where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Employer.

**Clause -16:: INSPECTION ::**

(i) All works under or in course of execution or executed in pursuance of the Contract shall be at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge and or Employer, his authorized subordinates in charge of the work and to all his superior officers of the Quality Control Organization of the Employer or any Consultant of the Employer and of the Chief Technical Examiner's Office under Central Vigilance Commission.

**Clause -17:**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by the Bidder in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Bidders' Labour Regulations, or under the Rules framed by the State or Central Employer from time to time for the protection of health and sanitary arrangements for workers employed by the Bidders, the Employer shall be entitled to recover from the Bidder the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-Section (2) of Section 20, and sub-Section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Bidder whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub- Section (1) Section 20 and sub-Section (4) of Section 21, or any other provisions of the said Act, except on the written request of the Bidder and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

**Clause -18::**

The Bidder shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Bidder shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The Bidder shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

**Clause -18 A::**

NO labour below the age of eighteen years shall be employed on the work.

**Clause -18 B:: PAYMENT OF WAGES ::**

a) The Bidder shall pay to labour employed by him either directly or through sub-Bidders, wages not less than fair wages as defined as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971 wherever applicable. Such wages paid shall not less than the wages fixed by the state and/or Central Employer under the Minimum Wages Act applicable to the work.

**Clause - 19 :: COMPLIANCE WITH STATUTE ::**

THE Bidder shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act 1970, EPF & MP Act 1952, ESI Act and amendments from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

**Clause - 20 :: SETTLEMENT OF DISPUTES AND ARBITRATION ::**

II. It shall be accepted as an inseparable part of the contract that in matters regarding conditions & clauses of contract, quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Employer which shall be given in writing, shall be final, conclusive and binding on the Bidder.

ii) (A) If the Bidder considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Accepting Authority in writing for written instruction or decision. Thereon, the Accepting Authority shall give his written instructions or decision within a period of two months from the receipt of the Bidder's letter.

(B) Upon receipt of such written instructions or decision the Bidder shall promptly proceed without delay to comply with such instructions or decisions. If the Accepting Authority fails to give his instructions or decision in writing within a period of two months after being requested or if the Bidder is dissatisfied with the instructions or decision of the Accepting Authority Employer, the Bidder may within 30 days appeal to the Appointing Authority who shall afford an opportunity to the Bidder to be heard and to offer evidence in support of his appeal and give his decision in writing within a period of Thirty (30) days from the receipt of the Bidder's request. If the Bidder is dissatisfied with the decision of the appointing authority, then the Bidder shall within a period of Thirty (30) days from receipt of the decision of the Appointing authority shall indicate his intention to refer the dispute to Arbitration, Failing which the said decision of the Appointing authority shall be final and conclusive and not referable to adjudication by the Arbitrator.

iii) All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows:

Within Thirty (30) days of receipt of notice from any party to the contract for appointment of the Arbitrator the Appointing authority, in charge of the work (Schedule F) at the time of such appointment shall send to the Bidder a panel of three names of persons who shall not presently be connected with the work.

The Bidder shall within fifteen (15) days of receipt of this list select and communicate to the Appointing authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appointing authority.

If Bidder fails to communicate his selection of name of the person, within Fifteen (15) days as stipulated, the Appointing authority shall without delay select one person from the list and appoint him as Sole Arbitrator.

If the Appointing authority fails to send such a list within Thirty (30) days as stipulated, the Bidder shall send a similar list to the Appointing authority within fifteen (15) days. The Appointing authority shall then select one person from the list and appoint him as the Sole Arbitrator within Thirty (30) Days of the receipt of the list. If the Appointing authority fails to do so then the Bidder shall communicate to the Appointing authority the name of one person from the list who shall then be the Sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

iv) It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appointing authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Part (ii) above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.

v) It is also a term of this contract that no person other than a person appointed by Appointing authority, in charge of the work as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

vi) It is also a term of the contract that if the Bidder does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Appointing authority that the final bill is ready for payment, the claim of the Bidder shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any

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claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.

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

viii) The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

(x) It is also a term of the contract that any fees, TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

(xi) The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion.

xi) It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The fees and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

xii) The award of the Arbitrator shall be final and binding on both the parties.

#### **Clause - 21:: INDEMNITY ::**

The Bidder shall keep and hold the Employer indemnified and harmless from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Employer arising out of:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to faulty work executed by the Bidder.
- ii) Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder. Further, the Bidder shall indemnify, protect and save the Employer against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the Bidder.

All Indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.

There is no limit to claims made by the Employer / third parties in case of infringement of Intellectual property rights or for claims relating to the loss of

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damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

**Indemnity format is enclosed as Annexure - 7. The same to be duly filled and submitted by the successful bidder in a non-judicial stamp paper of appropriate value.**

**Clause - 22 :: UNDERTAKING BY THE BIDDER & DLP::**

(i) The Bidder shall be responsible for rectifying defects noticed in the works within a year (i.e. one year) from the date of completion of the work. For specialized works the guarantee shall be for 10years.

**Clause - 23:: TAXES ::**

(i) Entry Tax, Cess, Profession tax, turnover tax or any other tax on materials and/or completed works unless otherwise specifically excluded in respect of this contract shall be payable by the Bidder and Employer shall not entertain any claim whatsoever in this respect other than normal payment for completed item of work at the accepted rate.

(ii) Goods & Services Taxes (Item rates) on works contract on finished works wherever applicable shall be paid by Bank as per extant rules.

III. If pursuant to or under any law, notification or order any royalty, cess, fee or the like becomes payable by the Employer and does not at any time become payable by the Bidder to the State Government and/or the local authorities in respect of any material used by the Bidder in the works then in such a case, it shall be lawful to the Employer and the Employer will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Bidder.

**Clause - 24:: TENDERED RATES ::**

(i) All tendered rates shall be inclusive of all taxes (excluding GST), royalties, cess and levies etc as stated in clause-37.I and payable under respective statutes. However, pursuant to the Constitution (Forty Sixth amendment) Act, 1982, if any further new tax royalties cess or levy is imposed by Statute, after the date of receipt of tenders, and the Bidder there upon necessarily and properly pays such taxes/levies the Bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the Bidder) attributable to delay in execution of work within the control of the Bidder.

(ii) The Bidder shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The Bidder shall, within a period of 30 days of the imposition of any such further tax royalties, cess, or levy, pursuant to the constitution (Forty sixth Amendment) Act 1982, give a written notice thereof to the Employer and Engineer-in-Charge that the

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same is given pursuant to this condition, together with all necessary information relating thereto.

**Clause - 45 : CLEARANCE CERTIFICATE :**

Security Deposit of the work shall not be refunded till the Bidder produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the Bidder shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, write to the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

**LIST OF APPROVED MAKE;**

All Materials Shall confirm to relevant standards and ISI marked

Sl.No	Items	Preferred Makes
1.	Acrylic emulsion paints / synthetic enamel paint	Asian Paints /Dulux paints / Berger / Nerolac
2.	POP/Wall putty	Birla white / JK / Asian /Dulux
3.	Plywood	Samrat, Century, Archid, Greenply, Kitply,
4.	Glazing / glass	Indo - asia / Modi float / Saint Gobain/AIS Float /Asahi India glassworks Ltd
5.	Laminates	Century Mica, Formica, Greenlam, Merino, Sunmica- AICA, Archidlam,
6.	Locks	Godrej / Link/Ebco
7.	Brass hardware	Saifee, tube & hardware, Gopi,Becker
8.	Veneers	Green deco veneers, Archid, Timex.
9.	Polish	Light house, Sheenlac
10.	Sliding Channels	Ebco/Godrej/Hittech/Ozone
11.	Teak wood	Second class quality Indian Teak
12.	Door Closer	Dorma, Everite, Hardwyn
13.	Aluminum sections	Extruded sections of Jindal, Hindalco, Indal
14.	Adhesive	FEVICOL, vamicol, araldite
15.	Beechwood	As approved by the consultant
16.	Block board	Samrat, Century, Archid, Greenply
17.	Plaster boards	LAGYP or as approved

**Note:**

Regarding selecting the make against each item among the preferred makes as specified above, decision of Employer shall be final. If the makes as mentioned above are not available at the time of execution, the contractor shall get the make approved from the engineer-in-charge and employer before using the same in the work.

**T E N D E R F O R M**

To,

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**The Asst. General Manager**  
**Canara Bank**  
**Canara Institute of Bank Management (CIBM)**  
**Ananthnagar, II Stage**  
**Manipal - 576104**

**Name of work: Interior furnishing works for establishing class rooms, computer labs and Theme Longue at Ground Floor of Admin Block at CIBM, Manipal.**

I/We have read and examined the notice inviting tender, specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Schedule of Quantities and all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Canara Bank within the time, rates specified viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for, by, and in all respects in accordance with, such conditions so far as applicable.

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

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 therefrom 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.

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

Shri. ,Partner/Proprietor/, is the person authorized to negotiate commercial and technical terms and conditions and sign on behalf of the firm any Agreement, Bills and receipts for this work.

I/We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of 3Years starting on \_\_\_\_\_ 2021, if we are in breach of our obligation(s) under the bid conditions, because we:

Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;  
or

1. Having been notified of the acceptance of our Bid by the Bank during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with ITB 38.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this

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tender with your written acceptance thereof shall constitute a binding contract between us.

Dated the:    day of    2021

Witness:

Name:

Signature of Contractor Full Postal  
Address Pin Code No. & Telephone  
No.

Address:

Occupation:

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

**ANNEXURE-1**  
**BIO DATA OF THE TENDERER**

(a) Name of the Tenderer :  
Address :  
Telephone No. :  
Office :  
Residence :  
Mobile :  
Fax :  
E-Mail :

(b) Address of office :

a) Status of the Firm (Whether company/  
Partnership / proprietary) :

b) Name of the Proprietor/ Partners/ Directors  
(With professional qualifications, if any):

I)

II)

III)

c) Year of establishment :

Whether registered with Registrar of  
Companies/ firm. If so, No.& Date :

2. Registration with Tax Authorities :

a) GST Registration Number :  
(Furnish the latest copies of the returns filed)

b) PAN No. :

Names of the Bankers with address :

I)

II)

Turnover of the Company/firm (Please attach copy of documents in support of the

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details).

Sl.No	Year	Turnover
1	2018-19	
2	2019-20	
3	2020-21	

3. Registration / Empanelment with Government / Public Sector / Banks / Corporate if any (Copy of valid registration / empanelment copy should be enclosed).

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS	DATE OF REGISTRATION

4. What are your fields of activities? Mention the fields on preference Basis

- 1)
- 2)
- 3)

5. Details of the works executed during the last 5 years prior to 31.03.2021 to meet Sl. No- 4 of Eligibility Criteria.

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

Key personnel permanently employed in your organization:

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

6. Furnish the names of three responsible clients / persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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

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

**DECLARATION:**

- All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
- I / We agree that the decision of Bank in selection will be final and binding to me / us.

Place :

SIGNATURE

Date :

NAME & DESIGNATION  
SEAL OF ORGANISATION

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## **ANNEXURE-2**

### **ACCEPTANCE**

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Canara Bank for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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

- a)
- b)
- c)

**For & on behalf of the**

**Canara Bank Signature: \_\_\_\_\_**

**Designation: \_\_\_\_\_**

**Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 2021.**

### **ANNEXURE-3** **FORM OF AGREEMENT**

This agreement made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year **2021** BETWEEN, **Canara Bank** a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Staff Training College (STC), Canara Institute of Bank Management (CIBM), Ananth Nagar, II Stage, Manipal-576104, \_\_\_\_\_ its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

AND

Shri/M/s \_\_\_\_\_ S/D/o \_\_\_\_\_ resident of the sole proprietor of M/s \_\_\_\_\_ having office at \_\_\_\_\_

\_\_\_\_\_/the partnership firm represented by its Managing / duly authorised partner, having an administrative / principal office at/ a company / body corporate being its registered office at \_\_\_\_\_ duly represented by its constituted and authorised Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Contractor) of the other part.

WHEREAS the Bank is in desirous that certain works should be constructed viz., and has accepted the tender dt. \_\_\_\_\_

furnished by the contractor for the constructions, completion and performance of such works.

#### **NOW THIS AGREEMENT WITNESSETH** as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a) Notice inviting Tender
  - b) The Tender form
  - c) General Rules and Directions to tenderers.
  - d) Conditions of contract and clauses of contract.
  - e) Schedule of quantities (SOQ) includes Prices and tendered amount.
  - f) Tender drawings.
  - g) Technical Specifications for the work.
  - h) Letter of Acceptance.
  - i) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

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TENDER DOCUMENT FOR CARRYING OUT FURNISHING WORKS FOR ESTABLISHING CLASS ROOMS, COMPUTER LAB & THEME LONGUE AT GROUND FLOOR OF ADMIN BLOCK AT CIBM. MANIPAL

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.

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

Signed, sealed and delivered by the said contractor, \_\_\_\_\_  
To bank \_\_\_\_\_ in the presence of:

**Signature of the Contractor (with seal)**

**Signature of Bank Official (with seal)**

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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### **ANNEXURE-4**

#### **LIST OF RELATIVES EMPLOYED IN CANARA BANK AND WITH THE ARCHITECT FOR THIS WORK.**

Sl. No	Name	Designation	Branch/ Office of Bank / Architect	Relationship with Contractor
1.				
2.				
3.				
4.				
5.				

**Signature of the Contractor (with seal)**

सीआईबीएम, मणिपाल में क्लास रूम, कंप्यूटर लैब स्थापित करने और एडमिन ब्लॉक के भूतल पर थीम लॉउन्ज बनाने के लिए फर्निशिंग कार्य करने के लिए निविदा प्रलेख

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### **ANNEXURE-5**

#### **FORMAT OF RECEIPT OF MATERIALS AT SITE**

Sr. No	Description	Opening balance	Receipt during month	Consumption during month	Closing balance	Total quantity received till date
1						
2						
3						
4						
5						
6						
7						
8						

Sl. No	Description of work	Date of Commencement	Due date of completion	Percentage progress achieved
1				
2				
3				
4				
5				
6				
7				

**ANNEXURE-6**  
**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 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 branch at ..... (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.

1. 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.....
2. 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 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.

3. 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.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees..... only)
  - (ii) This Bank Guarantee is valid up to .....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

**ANNEXURE-7**  
**INDEMNITY FORMAT**

THIS DEED OF INDEMNITY executed at.....(Place) on this day of .....month of year two thousand and twenty One (2021) By.....(herein after called the contractor) duly represented by proprietor/one of its partners/director Sri..... aged.....years, son of Sri.....residing at.....

In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Staff Training College, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104.

Whereas the contractor had applied for the tender .....

Whereas the tender submitted by the contractor for the above mentioned work was accepted by Canara Bank and the work of.....

Has been awarded in favor of the contractor vide Ref No.....

And whereas for undertaking the work awarded as per the above noted reference, the contractor has entered into contract with Canara Bank on .....

Now this Deed Witnessed that in pursuance of the aforesaid contract dated .....and in consideration of Canara Bank having agreed to make payment on the bills claimed by the contractor herein based on the works completed in respect of the above referred contract, the contractor hereby indemnifies and keep harmless Canara Bank & its Architect/consultant and its officials/staff from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Employer arising out of:

The breach, default or non-performance of undertakings, warranties, covenants or obligations by the contractor, non-compliance of safety rules, regulations, instructions by the contractor and mishaps occurring at the site due to faulty work executed by the contractor.

Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the contractor.

Further, the Contractor indemnifies to protect and save Canara Bank & its Architect/consultant and its officials / staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the contractor.

All Indemnities shall survive notwithstanding expiry or termination of the contract and contractor shall continue to be liable under the indemnities.

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TENDER DOCUMENT FOR CARRYING OUT FURNISHING WORKS FOR ESTABLISHING CLASS ROOMS,  
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There is no limit to claims made by the Employer/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

**Seal and Signature of the Contractor**

CIBM MANIPAL

## ANNEXURE-8

### DECLARATION FOR BID-SECURITY

To  
**The Asst. General Manager,  
Administration Section,  
Canara Bank,  
Canara Institute of Bank Management (CIBM),  
Manipal – 576104**

We, the undersigned, declare that, we understand that, according to your conditions, bids must be supported by a Bid- Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of 3Years starting on \_\_\_\_\_ 2021, if we are in breach of our obligation(s) under the bid conditions, because we:

1. Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
2. Having been notified of the acceptance of our Bid by the Bank during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with ITB 38.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty eight days after excitation of our Bid.

### SIGNATURE OF TENDERER WITH NAME

Duly authorized to sign the bid for and on behalf of:

(Firm Name)

Corporate Seal (where appropriate)

(Note: in case of joint venture, the Bid- Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid).

**भाग/PART-II**

**PRICE BID**

TENDER FOR PROPOSED INTERIOR FURNISHING WORKS FOR CLASSROOM AT GROUND FLOOR, ADMINISTRATION BLOCK, CIBM, MANIPAL, UDUPI					
<b>BILL OF QUANTITY</b>					
S.No	DESCRIPTION	UNIT	QTY	Rate in Rs. Excluding GST	AMOUNT in Rs. Excluding GST
1	<b>Providing &amp; fixing of low ht. wooden partition from floor lvl</b> for faculty made up of 2"x2" sal wood frame at 2'0" c/c with 6mm water proof marine ply wood both side approved teak wood finish 1mm thick laminate between 3'6" to 4'6" height fixed with 6mm thick clear float glass panels with etching, moulded with approved color and shade complete . All as per drawings and instructions of the architect.	SFT	227.50		
2	<b>Providing and fixing running counter as per drawing</b> made up of 19mm thick water proof ply with necessary sal wood frame work . Top surface finish with approved laminate top with front edges polishing and other exposed surfaces finish with teak / beach wood finish laminate of approved color with approved beading for edges. Clerical top should have 2' width, Each unit shall be provided with a sliding key board tray 2'3" wide with sliders drawer with cupboard below the drawer with locking arrangements , Brass handles and brass hinges etc . All hidden surfaces finish with enamel paint . Each working top should have cpu stand 1'0"x2'0" and footrest of size 75mm x38mm shall be made at the bottom wire manager shall be provided at the corner of the table top all as per the direction of the Architect complete .				
a	Measurement : L-15' X W 2' X H 2'6" X 9 No.s (only for lab)	RFT	135.00		
b	Table for Classrooms with lamination without Drawer and Keyboard Tray, Measurement : L 16' x 2' x 2'6" (19 No.s)	RFT	304.00		
3	<b>Fabricating Movable type Round table</b> made out of 19 mm marine grade ply board having table top 2'6" height from the floor level and 5'0" diameter clear top. All exposed surfaces shall be laminated with 1.0 mm thick rubber wood laminate, the internal surfaces shall be painted with two coats of enamel paint.wire manager shall be provided to the table all exposed edges of the block board shall be provided with teak wood beading and polishing etc , complete Measurement: 5'0" Diameter, 2'6" Ht (For Class Room)	NOS	12.00		
4	Table for Group activity Room (Specification same as above) (L 10' x W 6' x H 2'6")	NOS	1.00		

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5	Providing and fixing <b>12mm thick Semi circular glass</b> upright on the front end counter with wooden frame with teak wood beeding/ moulding/polishing etc complete. As per direction of Architect. Measurement: 15' X 1'6" X 9no.s 2' x 1'6" x 45no.s	SFT	338.00		
6	<b>Double skin partition for Group Activity Room &amp; Faculty front partition (ground level up to 2'6" ht &amp; above 7' up to ceiling ht)</b> Providing and fixing double skinned partlly glazed & partly solid cp frame work comprising of 2"x2" @ 2'0" c/c both ways with skin on both sides made up of 8 mm BWP ply wood finished with 1.0mm laminates complete with teak wood beeding /moulding / polish etc including <b>DOOR</b> for partition with spring door closer 12" handle lock etc.	SFT	416.25		
7	<b>Fully glazed partition above 2'6" up to 7 feet ht. for Faculty Cabin above double skin partition (2 Doors)</b> Providing and fixing fully glazed partition with 5"x2" teak wood runner 1"x3/4" teak wood moulding / beeding on both sides and Providing and fixing 10 mm thick glass with etching shutter with top &bottom wooden railing 5"x2" with laminate / polished floor spring door closer 12" ss handle lock etc.as per architect design (size of the door W 3'0"x H 7'0").	SFT	416.25		
8	<b>Faculty working table (5'0"X3'0"HT2'6") With Side Table (3'0"X1'6" HT2'6")</b> Fabricating Officer's working table made out of 19 mm marine grade ply board having table top 2'6" height from the ground level and 3'0" clear top width table shall be provided with a sliding keyboard tray 2'3" wide with slider 2 nos drawers on either sides and cup board below the drawer with locking arrangements, aluminium handles brass hinges etc all exposed surfaces shall be laminated with 1.0 mm thick rubber wood laminate, the internal surfaces shall be painted with two coats of enamel paint of Asian paints over a coats of preimer.Provision for CPU stand 1'0"x2'0" &foot rest of size 75 mm x38 mm shall made at the bottom.wire manager shall be provided to the table all exposed edges of the block board shall be provided with teak wood beeding and polishing etc , complete	NOS	4.00		
9	<b>CONSEALED TYPE NOTICE BOARD</b> Providing and fixing of notice board size 6'0"x4'0" made up of 12mm thick soft board covered by 25mm x25mm teak wood beeding painted elephanta paint (code 6108of asian paint make or equivalent and soft board covered with grey unitex carpet as per design Measurement (W- 6'0"X H - 4'0" X 3 no.s)	SFT	72.00		

10	<b>Double skin partition near Toilet</b>				
	Providing and fixing double skinned partition, solid cp frame work comprising of 2"x2" @ 2'0" c/c both ways with skin on both sides made up of 8 mm BWP ply wood finished with 1.0mm laminates complete with teak wood beading /moulding / polish etc including one No of door for partition with spring door closer 12" handle lock etc. with fixing 6"x6" glass for door				
		SFT	360.00		
11	<b>GYPBOARD FALSE CEILING</b>				
	Providing and fixing suspended false ceiling, which includes providing and fixing GI perimeter channels of size 0.55mm thick having one flange of 20mm and another flange of 30mm and a web of 27mm along with perimeter of ceiling, screw fixed to brick wall/partition with the help of nylon sleeves and screws at 610mm centers. The suspending GI intermediate channel of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffit at 1220mm centers with ceiling angle of width 25mmx 10mmx 0.55mm thick fixed to soffit with GI cleat and steel expansion fastene. Ceiling section of 0.55mm thickness having knurled web of 51.5mm and two flanges of 26mm each with lips of 10.5mm are then fixed to the intermediate channel with the help of connecting clips and in direction perpendicular to the intermediate channel at 457mm centers. 12.5mm tapered edge Gypboard (Conforming to IS- 2095-1982) is then screwed fixed to ceiling section with 25mm dry wall screw at 230mm centers. Screw fixing is done				
	Finally the boards are to be jointed and finished so as to have a flush look which includes filling as finishing the tapered and square edge of the boards with joining compound, paper tape and two coats of primer suitable for Gypboard (as equivalent) extra frame work for electrical fittings, A/C diffusers, and/or any other cutout, trap doors, wooden shadow battens (hollock wood black enamel painted-25x40mm) at wall peripheries and ends, 12mm thick MDF board for pelmet etc. complete including opening to be made for AC grills, light fittings, trap doors etc. (The quoted rate shall be inclusive of suspenders at all heights) <b>(The rate to be quoted including two coat putty finish)</b>				
		SFT	6311.9		
	Cove Light	RFT	1000.0		
12	<b>GRID FALSE CEILING</b>				
	Providing and fixing Armstrong ceiling of Fine Fissured tile RH 99 of 16mm thickness with micro look edges, size 600x600mm. Suspension system shall be of Armstrong Turlock silhouette reveal profile grid system with 15mm flanges incorporating 3mm central recess in global white with black reveal. Silhouette main runners and cross tees to have mitred ends and birdmouth notches to provide mitered cruciform junctions.				

	<b>INSTALLATION SYSTEM:</b> To comprise main runner spaced at 1200mm centers securely fixed to the structural soffit using Armstrong suspension system (specification below) at 1200mm maximum center & not more than 150mm from spliced joints. The first/last Armstrong suspension system at the end of each main runner should not be greater than 600mm from the adjacent wall. 1200mm long cross tees to be interlocked between main runners at 600mm center to form 1200x600mm module. Cut cross tees longer than 600mm require independent support. 600x600mm modules to be formed by fitting 600mm long cross tees centrally between the 1200mm cross tees. The 1200mm cross tees to have central "birdsmouth" notches to facilitate fitting of 600mm cross tees. Perimeter trim to be Armstrong shadow wall molding (dimension:19x7x7x14mm), secured to walls at 450mm maximum centers.	SFT	5120.0		
13	<b>Main entrance Door</b> Fully glazed door to be done using 12 mm toughened glass with Bank logo and etching design fixed with patch fittings. The door to be mounted on DORMA floor spring and all accessories. Door to be provided with SS floor spring, latch lock / dead lock (bottom or center), SS handle (H or D type) (900 long and 25mm dia) Satin finish for entrance door, 12" for all other doors as per Architect's approval. The rate shall be including the making of necessary holes in glass for axis control locks, complete in all respects with all hardwares, fittings, fixtures etc	SFT	392.00		
14	<b>DINING COUNTER</b> :Providing and fixing 20mm thick highly polished black granite with bull nosing supported on 19mm thick BWR grade ply wood frame with joints finished properly as per instructions of Architect. 2'0" Wide	RFT	15.00		
15	<b>Roller Blinds:</b> Providing and fixing window dressing with roller blinds of Vista/ Mac Felix with acrylic runners and powder coated tracks, installation bracket, spacers, carriers, Tilt Rod, Control unit, Head rail etc. complete. (5'0" x 9'0x13)	SFT	585.00		
16	<b>Wall/Column Panelling</b> Shall be made of aluminum hollow section of with 8mm thick ply to form grooves finished with 1.0 thick laminate of approved shade. The edges shall be finished with 12x12 mm wood beading with melamine polished. The skirting shall be finished with 75 mm height 1.00 mm laminate (50mm green and 25mm blue.) 25x25 mm size 1.5 mm thick of JINDAL/INDAL. The framing shall be fixed at intervals of 0.60mt c/c horizontally and vertically. The framing shall be fixed with 8mm thick ply to form grooves finished with 1.0 thick laminate of approved shade. The edges shall be finished with 12x12 mm wood beading with melamine polished. The skirting shall be finished with 75 mm height 1.00 mm laminate (50mm green and 25mm blue.) <b>Note: There must be provision for fixing Concealed LED Screen Display in the Theme Lounge Wall.</b>				

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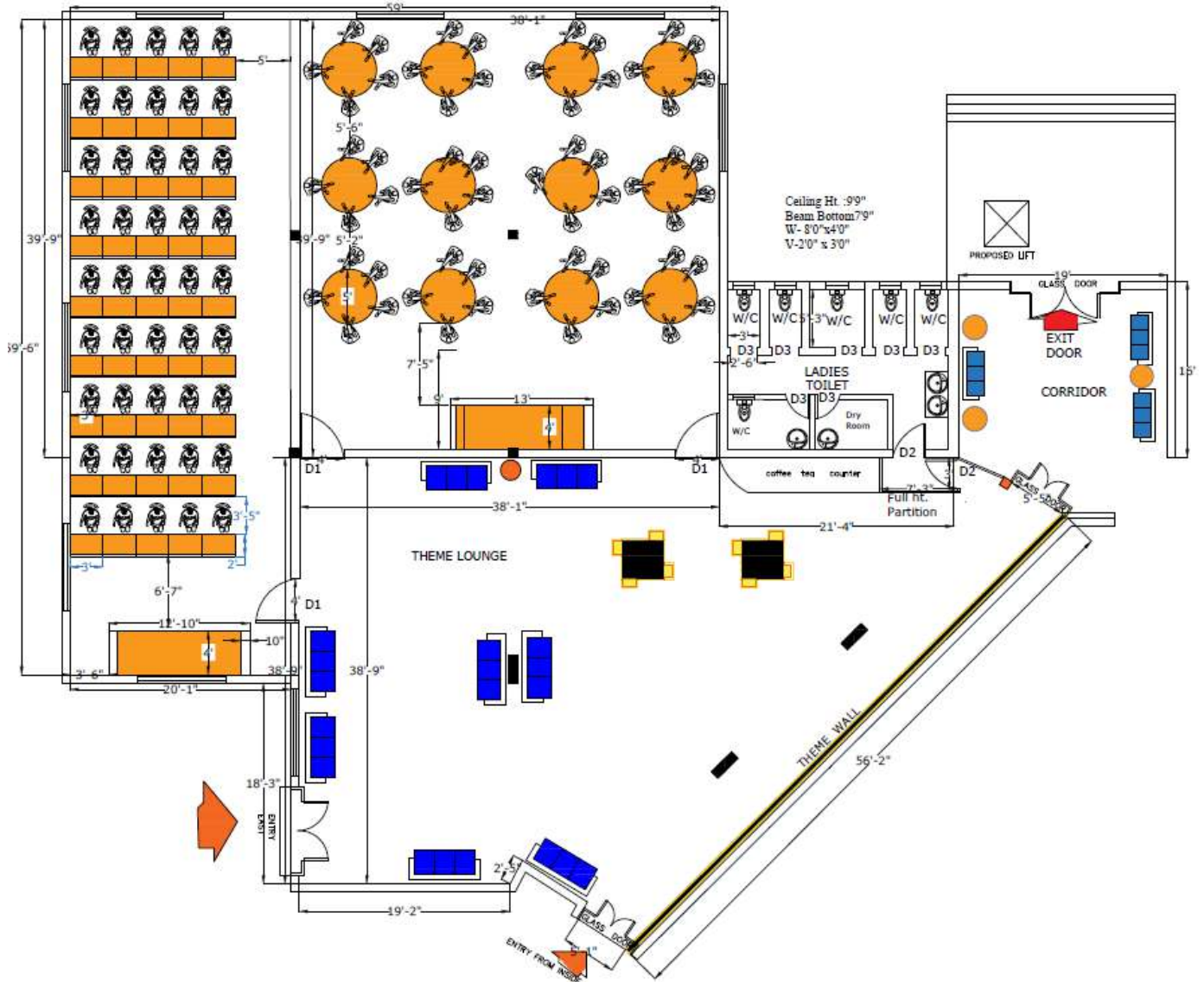
TENDER DOCUMENT FOR CARRYING OUT FURNISHING WORKS FOR ESTABLISHING CLASS ROOMS, COMPUTER LAB & THEME LONGUE AT GROUND FLOOR OF ADMIN BLOCK AT CIBM, MANIPAL

<b>i</b>	For Theme Lounge Area	Sft.	3440		
<b>ii</b>	Column Panelling	Sft.	360		
17	Providing & fixing three seater Sofa set of size 67" x 33" x 33" inches. Seater made of 120 mm thick high density foam. Back rest made of high quality micro fibres upholstered with good quality cloth inside the sofa is made by good quality Solid Wood.	No.s	15		
18	Providing in position of teapoy with storage below using 12mm thk plain glass. Legs 75 x75 mm of size 4 no. & horizontal support connected each other, including machine grinding/ polishing of glass edges etc; size (L 3' x H 1'6" )	No.s	4		
19	Providing & fixing Of Stage 1'6" ht.from the floor level with 19mm chequered plywood by screwing on the ms rectangular section of 50x25 x3mm horizontal support at 5' c/c on both ways to be welded on the vertical support of G I medium gauge pipe 60mm dia spaced @ 10'c/c.Providing and applying 2 coats of metal primer and 2 coats of enamel paint to all surfaces of the trusses as per direction including cost of all materials, labour, cutting, lead & lift, Welding cost etc complete.				
	Size (13' x 4' x 3No.s )	sft	156.00		
	<b>Total</b>				
<b>Amount in Words (</b>					
Contractor Name					
Seal and Signature					
Address					
Contact No.					

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### Furnishing Layouts



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