

**CANARA BANK**  
(A Government of India Undertaking)

Premises and Estate Section  
Circle Office, Orbit Mall, Ajmer Road, JAIPUR (Rajasthan)  
Telephone: 0141-2222909 / Fax: 0141-2222883

**NOTICE FOR EMPANELMENT OF VENDORS & STANDARIZATION  
OF RATES**

**:: FOR SITC OF UPS BATTERIES::**

The eligible and interested Vendors may collect the “**Document for empanelment and Standardization of rates for SITC of UPS batteries**” from the above office by paying non- refundable fee of **Rs.500/-** (Five hundred only) by way of Cash/ Demand draft favouring “**Canara Bank, Circle Office**” Payable at Jaipur. Alternatively, the document can also be downloaded from the website of Bank, [www.canarabank.com](http://www.canarabank.com) and the document fee of Rs.500/- as detailed above (in the form of DD) may be submitted along with the duly filled in document. The document submitted without the prescribed fee will be liable for rejection. Applicants who have already paid Rs.500/-, while purchasing the application directly from our office, need not enclose DD while submitting the filled in application form.

**LAST DATE OF SUBMISSION:**

Sealed envelopes to be submitted on or before **05/04/2019** up to **03:00 PM**. Submit Technical cum commercial bid (Page no-1 to 36) & Price bid (Page no - 37 to 38) in separate envelopes. All 38 pages should be submitted duly filled, signed & stamped. The sealed tenders will be dropped in the Tender Box and shall be addressed to “**The Assistant General Manager, Premises & Estate Section, Canara Bank Circle Office, Orbit Mall, Ajmer Road Jaipur - 302006**” with super-scribed as “**Offer cum Empanelment for UPS batteries**”

**DATE OF OPENING:**

Technical Bid will be opened on **05/04/2019** at **03:30 pm**.

In case of any unavoidable circumstances the tender shall be opened on the next working day.

The Bank reserves the right to accept or reject any or all the applications without assigning any reasons thereof and their decision of selection will be final.

**Asst. General Manager**

## INDEX OF TENDER DOCUMENT

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## 1. NOTICE INVITING TENDER

CANARA BANK, Premises and Estate Section, Circle Office, Jaipur, Orbit Mall, Ajmer Road, Jaipur, Phone No. 0141-2222909 invites sealed tender from eligible UPS batteries vendors for the works mentioned below:

1. **Name of the work:** Supply, Installation, Testing, Commissioning of UPS batteries for our identified Branches/Offices in Rajasthan.

2. **EMD Amount:** Rs 10,000/- in the form of Demand Draft of a scheduled bank drawn in favour of "Canara Bank, Circle Office, Jaipur payable at Jaipur (in a separate sealed cover, super scribing 'EMD for UPS batteries tender) and submitted along with Technical & commercial bid.

3. **Time of completion:** 7 days from the 2nd day of acceptance of the tender by the bank.

4. **Contents of the tender :**

I. **FIRST ENVELOPE WITH CAPTION "TECHINICAL AND COMMERCIAL BID"**

1. Notice inviting Tender
2. General rules and instructions for the guidance of tenderer
3. Tender Offer
4. Form of Agreement
5. General conditions of contract
6. Safety Code
7. Special conditions of Contract
8. Other terms & Conditions
9. Application format
10. Technical Application Statement (Annexure A)
11. Authorization letter format (Annexure B)
12. Technical specifications, makes & compliance

II. **SECOND ENVELOPE WITH CAPTION "PRICE BID"**

13. Price Bid

5. **Concept of tender** : The tender is based on "Two Envelope Concept"

First Envelope - 1 - Technical cum commercial bid (Page no - 3 to 36)  
Second Envelope - 2 - Price bid (Page no - 37 to 38)

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

6. **SUBMISSION OF TENDER:** The original tender as issued should be submitted in respective envelopes.

7. **Date of Issue of Tender:** From 26.03.2019 to 05.04.2019.

8. **Date of submission:** Sealed envelopes to be submitted on or before 05.04.2019 up to 3.00 PM (In case last day of receipt of tender is declared holiday, the last date shall be postponed to next working day)

9. **DATE OF OPENING:** Technical Bid will be opened on 05.04.2019 at 3.30 PM. (In case date of opening of tender is declared holiday, the last date shall be postponed to next working day)

TENDER DOCUMENT ISSUED TO:::

SIGNATURE OF ISSUING AUTHORITY:::

Asst General Manager

## 2. GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

Sealed Tenders are invited from vendors, on behalf of the Canara Bank, Premises Section, Circle Office, Jaipur hereinafter known as the Employer and also as Bank for Supply, Installation, Testing, Commissioning, of UPS BATTERIES for identified Branches/Offices coming under Jaipur Circle as per Technical Specifications, Scope of Supply etc, detailed in this tender document.

1. Scope of work involves undertaking the Supply, Installation, testing, commissioning of the UPS BATTERIES of specified configuration and related works which are fully described in the technical specification.
2. Tender documents consisting of Notice inviting the tender, General rules and instructions for the guidance of the tenderers, Tender Offer, Form of agreement, General conditions of contract, Safety Code, Special conditions of contract, other terms & conditions, Application format, Technical Application Statement, Authorization Letter format, Technical specifications, make and compliance and Price Bid, can be collected between the dates mentioned in the Notice Inviting Tender (NIT) between 10.00 a.m. to 05.00 p.m. everyday between 26/03/2019 to 05/04/2019 except on Sundays and Public Holidays as specified in NI Act, at the office of the Manager, Premises and Estate Section, Circle Office, Jaipur OR may be downloaded from the website of the Bank [www.canarabank.com](http://www.canarabank.com)
3. The tender is based on "TWO ENVELOPE CONCEPT" and it has to be submitted as such. It should be placed in sealed cover, by properly mentioning "Technical and Commercial Bid" and "Price Bid", as the case may be, and to be submitted in two different sealed envelopes simultaneously on the prescribed date and time as detailed below:

The sealed tenders will be received at: The Manager, Premises and Estate Section, Circle Office, Orbit Mall, Jaipur  
Phone no - 0141-2222909

**Both the envelopes will be received on or before : 05.04.2019 up to 3.00 PM**

**The Technical bid will be opened in the said office on : 05.04.2019 at 3.30 PM**

**The price bid of technically qualified bidders will be opened in the said office on at a pre notified date**

The price bid will be opened only to such firms **whose technical bids shall qualify the criteria set by the Bank**. The TENDERER is requested to participate during the opening of the tender.

- 3.1. The two envelope are classified as,
  - (1). The Technical & Commercial Bid and
  - (2). The Price Bid.
- 3.2. The **first envelope** superscribed as "Technical & Commercial Bid" should be submitted in a sealed envelope containing all the following details:
  - i). All the contents of the tender documents ie. General rules and instructions for the guidance of the tenderers, Form of Tender, Form of agreement, General conditions of contract, safety code, Special conditions, Technical Specifications (Schedule I), Un-priced format of price bid (Schedule II), tender drawings if any & technical & commercial details of the proposed system equipment with its components & all related matters **other than the Price bid with Bill of Quantity**. This includes establishing the techno- economical advantages of the system offered.
  - ii). EARNEST MONEY DEPOSIT (EMD): The tender (i.e. in the envelope containing the Technical Bid) shall be accompanied by Earnest money of **Rs. 10000/-**.

**EMD IS TO BE SUBMITTED ALONG WITH TECHNICAL & COMMERCIAL BID. SUBMISSION OF THE EMD IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD. EMD of the successful bidder will be refunded after 5 years from date of acceptance of the tender.**
- 3.3. The **Second envelope superscribed as "Price Bid"** should be sealed and submitted on the same given date and time simultaneously along with technical & commercial bid. Non submission of the same along with shall automatically render the entire tender being rejected. This envelope should contain duly filled in Bill of quantities (enclosed in the tender document) with values written in words and figures, and as detailed elsewhere in the tender documents.

- 3.4 Tender shall be submitted on prescribed Form only which can be obtained from our office as detailed in Notice Inviting Tender and point 2 above.
- 4.0 The tenderer shall have to remit Rs **10,000/-** to Canara bank as Earnest Money deposit for the above work by way of Demand Draft of a Scheduled/ Nationalized Bank issued in favour of "**Canara Bank, Circle Office, Jaipur**" payable at **JAIPUR No interest shall be allowed on the Earnest Money. Tenders without Earnest Money are liable for rejection.**
5. The time allowed for installation / make it operational will be not exceeding the period specified in the NIT i.e. 7 days counted from the 2nd day, after the date of "Acceptance Letter" and/ or written orders to commence the work.
6. The tenderers/vendors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. **The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, taxes, duties, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties etc. Only GST Shall be paid extra** Complete for proper execution of the work as per drawings and specifications including maintaining the UPS BATTERIES system during the defect liability period and no claim whatsoever for any extra payment shall be maintainable.
7. When a tenderer /contractor/vendor signs a tender in an Indian language the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractor/vendors the rates or the amounts tendered should be attested by a witness.
8. Issue of tender form / documents shall be stopped 1 (one) day before the date fixed for the opening of tenders.
9. The acceptance of a tender will rest with the Bank/ employer which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. THE BANK / EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractor/vendors who resort to canvassing will be liable for rejection.
11. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

## 12. Rates:

- 12.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs.2.15 "P" and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should be invariably be up to two decimal places. While quoting the rate in Price Bid (schedule of quantities) the word 'only' should be written closely following the amount and it should not be written in the next line.

However, if a discrepancy is found;

- i). the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)
- ii). if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)
- iii). where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.
- 12.2 In the case of any errors or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked "Original" shall be taken as correct rates.

- 12.3 All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' and initialed and total of such c, i, o and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.
13. An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
14. Sales tax, work contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and it should be included in the amount quoted. The Bank/ employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.
15. The contractor/vendor shall give a list of his relatives, if any, working with the Bank/ employer alongwith their designations and addresses.
16. No employee of the Bank/ employer is allowed to work as a contractor/vendor for a period of two years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be cancelled if either the contractor/vendor or any of his employees is found at any time to be such a person who had not obtained the permission of the employer as aforesaid before submission of the tender or engagement in the contractor/vendor's service.
17. The tender for the works shall remain open for acceptance for a period of 90 **days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank / Employer, then the Bank/Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the **Earnest money** as aforesaid.
18. The tender for the work shall not be witnessed by a tenderer/ contractor/vendor who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractor/vendors tendering as well as witnessing the tender liable to summary rejection.
19. It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.
20. The tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Bank/ Employer.
21. The tenderer, apart from being a competent contractor/vendor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the Bank/ Employer.
22. The Employer does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
23. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information's as to risks, contingencies and other circumstances which may influence or affect their tender.
24. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.
25. On acceptance of the tender, the name of the accredited representative(s) of the Tenderer/ contractor/vendor who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.

26. **Method of Evaluation of tender:** All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tenders will be opened in the presence of the available tenderers/representative of the tenderer.
- 26.1 Both the envelope super-scribed as " Technical & Commercial Bid" and "Price Bid " will be simultaneously accepted, but the envelope super-scribed as "Technical & Commercial Bid " alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer if it is not opened on scheduled date & time.
- 26.2 **In the first stage, offers will be evaluated against the stipulated parameters and conditions of the Bank. Offers not complying with these will be rejected summarily.** In the second stage, after the technical and commercial evaluation, if necessary after discussions with the tenderer, such of those tenderer found technically & commercially acceptable will be short listed and **included in the panel of contractors maintained by the Bank for Jaipur Circle for a period of 2 years.** Thereafter, the envelope containing "Price Bid " of all the empanelled vendors shall be opened on a notified date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.
- 26.3 During the course of technical evaluation if found necessary the Employer may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes super scribing "Supplementary Price Bid for the project of .....". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
27. Voluntary submission of the supplementary price bid by the contractor/vendor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information are furnished.
- Note : For the purpose for calculation of Lowest Bidder ( L-1) the Amount quoted for each category of battery shall be considered for supply of new units. In case supply involves replacement of old batteries, the effective lowest price after buy back in each category shall be considered.**
28. In case of other un-successful tenderers, the sealed Price bid along with EMD shall be returned treating it individually. The Bank / Employer reserves the right to accept or reject any of the offer's without assigning any reason and no dispute or negotiation will be entertained in this regard. The bank/ Employer's decision will be final in the matter.
29. The Notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor/vendor, on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper contract consisting of the following within **14 days** from the date of acceptance of the tender:-  
(a) Standard form of Agreement on stamp paper.  
(b) Notice inviting tender, all the documents including tender, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,  
(c) Price Bid / Schedule Bill of Quantities.

For & on behalf of the Employer

Signature of the authorized representative / Accepting Authority

Signature of the Tenderer with Name, Constitution & Seal

### 3. TENDER - OFFER

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

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

I/We agree to keep the tender open for 90 (**ninety days**) days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of **Rs. 10000** is hereby forwarded as earnest money in form of Demand Draft of ..... (Name of the issuing Schedule Bank) bearing no . ..... and date . .....

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

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

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

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

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

Dated the: .....day of 2019

Witness, Name & address:

1).

2).

Signature of Contractor/vendor  
Full Postal Address including  
Pin Code NO. & Telephone NO.



#### 4. FORM OF AGREEMENT

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year 2019 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, at 112, J C Road, Bangalore -02 represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

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

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

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

WHEREAS THE Employer / Bank is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting Tender
  - b) General rules and Instructions for the guidance of tenderers.
  - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
  - d) General Conditions of contract and clauses of contract along with Annexure thereto.
  - e) Schedule I, consisting of Technical Specifications.
  - f) Schedule of quantities including Prices and tendered amount known as Price - Bid.
  - g) The details submitted in technical bid, design, and such other commitments mentioned shall be part of the agreement.

**[Note : \* Strike off whichever is not applicable ]**

3. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

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

Signed, sealed and delivered by the said tenderer, \_\_\_\_\_ to \_\_\_\_\_ the Employer \_\_\_\_\_ in the presence of:

Witness (Signature, Name & Address):

1).

Signature of Tenderer (with seal)

2).

Signature of Authorised representative  
of the Employer / Accepting Authority.

## 5. GENERAL CONDITIONS OF CONTRACT

### 1. INTERPRETATION

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

- i) **Employer or Bank:** The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by any of its offices / employees authorized on their behalf.
- ii) **Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean \_\_\_\_\_ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.
- iii) **Site:** The "site" shall mean the identified Branches where the works are to be executed.
- iv) **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Employer during the execution of the work.  
In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and have it confirmed by the Employer prior to taking up such work.  
The contractor shall ask in writing for all clarifications on matters occurring anywhere in specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.
- vi) "The Works" shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.
- vii) "Contract " means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the tender documents consisting of Notice inviting the tender, General rules and instructions for the guidance of the tenderers, Form of Tender, Form of agreement, General conditions of contract , safety code, special conditions , Technical specifications , price bid with schedule of quantities of the various items of work or attached to any of the forgoing documents, drawings , any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- viii) "Specification" means the specification annexed to or issued with these conditions and includes Indian or British or other approved standard specifications where required by the specification and where such a specification is not available, the specification approved by the Architect and the Engineer.
- ix) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- x) "Market rate" means the rate as prevailing in the market and recommended by the Engineer and Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.
- xi) "The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities as specified and forming part of this contract.
- xii) "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- xiii) "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.
- xiv) "completion" shall mean that the work/installation is complete in all respects in the opinion of the Employer and for which the completion/clearance certificate has been issued by the Employer and the installation is fit for usage.
- xv) "Letter of Acceptance" or "Acceptance of the Tender" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderer that his tender has been accepted in accordance with the provisions in the said letter.
- l) "Defect Liability Period" shall mean a period of **12 months** from the date of completion of the work.

## 2. SCOPE

The work consists of supply, Installation, testing, commissioning, of the UPS BATTERIES in accordance with the design criteria, stipulated parameters, technical specifications and "price bid". It includes providing all materials, labour, tools and equipment and management necessary for and incidental to the installation and completion of the work. All work, during its progress and upon completion, shall conform to the lines and levels as shown on the drawings furnished by the Employer/Architects/Consultants. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the Employer/Architects/Consultants and to furnish and install such detail with Employer's/Architects'/Consultants' concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. The contractor shall be responsible for the functioning of the UPS BATTERIES according to the laid down specification. The rates quoted shall cover supply, Installation, testing, commissioning during the defect liability period.

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

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

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's/Architects'/Consultants' instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the Employer/Architects/Consultants shall if involves a variation, be confirmed in writing to the contractor/s within seven days.

No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

All products/ items having certifications as specified in the technical specifications, schedule shall be used in the work.

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.

In the case of discrepancy between the schedule of quantities, the specifications and/or the Drawings, the following order of preference be observed:-

- a) Description in Schedule of Quantities.
- b) Particular Specifications and Special condition, if any
- c) Drawings prepared for the design.
- d) BIS/ISO Specifications.

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/vendor.

Any error in description or quantity or rate in Schedule of Quantities ( price bid ) or any omission there from shall not vitiate the Contract or release the contractor/vendor 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.

The approved makes specified shall only be used in the works.

The makes and the model quoted as per the schedule and finally accepted by the bank shall only be used in the works.

### 3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the sites and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties, including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer/Architects might be deemed to have reasonably been inferred to be so existing before commencement of work. The details of site can be obtained from The Manager, Canara Bank Premises & Estate Section, and Circle Office Jaipur.

### 4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed at appropriate places as detailed in the Instructions to Tenderers together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the tenderer.

No modifications, writings or corrections can be made in the tender papers by the tenderer.

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

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

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

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

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

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

The tenderer shall note that his tender shall remain open for consideration for a period of 90 (Ninety) days from the date of opening of the tender.

### 5. AGREEMENT

The successful tenderer shall sign an agreement within 14 days from date of "acceptance of the tender" by the Bank in the prescribed form on a non-judicial stamp paper. All legal expenses, incidental thereto shall be borne by the contractor. If the tenderer fails to sign the agreement within the stipulated time Bank reserves the right to cancel the "Letter of acceptance" and forfeit the Earnest money deposit submitted by the contractor.

### 6. PERMITS AND LICENCES

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

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

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

### 7. GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc., and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

#### 8. TAXES AND DUTIES

The tenderers must include in their tender prices quoted all duties, royalties, cess, or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained. **Only GST shall be paid Extra.** Bank will not be providing C – forms or any such documents. It is sole responsibility of the vendor/contractor to deposit all taxes including GST, TDS and other WCT shall be deducted by the bank as per the government rules.

#### 9. PROVISIONAL SUMS (P S)

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

#### 10. QUANTITY OF WORK TO BE EXECUTED

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

#### 11. OTHER PERSONS ENGAGED BY THE EMPLOYER

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

#### 12. EARNEST MONEY

The tenderer will have to deposit the amount specified in the Tender Notice in the form of Bank Draft drawn in favour of “Canara Bank, Circle Office, Jaipur” Payable at “Jaipur” at the time of submission of tender as Earnest Money. No interest will be paid on the Earnest money. The Earnest money of the successful tenderers will be refunded without any interest soon after 5 years of the decision to award the work.

#### 13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor/vendor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the N.I.T. the contractor/vendors should undertake their own assessment and design the UPS BATTERIES required. If the contractor/vendor finds any discrepancies furnished it shall immediately brought to the notice of the Employer.

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding.

The tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design / installation.

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

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, watching/security required not only for the proper execution and protection of the said work but also for the protection of the public and safety of the banks property any adjacent property and the contractor shall take down and remove any or all such centering, scaffolding etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architects/ consultants.

The employer shall on no account be responsible for the expenses incurred by the contractor/vendor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc.

The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor/vendor or on account of the works executed by any other agency involved at that time.

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

The contractor/vendor shall at all times give access to workers employed by the Employer.

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

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

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

**14.1.** Time of completion: The entire work is to be completed in all respects within the stipulated period stated in the Notice Inviting the tender (NIT). The work shall be deemed to be commenced on the fourteenth day from the "date of acceptance letter" or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

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

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 2 (Two) days of the happening of the event causing delay to the Engineer/Employer. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

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

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

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

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

#### 15. LIQUIDATED DAMAGES

If the Contractor fails to complete the works within the time for completion stated in the NIT or elsewhere or within any extended time under Clause 14 hereof, the Contractor shall pay the Employer the sum at the rate of 1%(one per cent) of the Contract Value or Rs.800.00 per week whichever is higher of delay subject to a limit of 10% (ten percent) of the Contract Value as "Liquidated damages " for the period during which the said works shall so remain incomplete and the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

#### 16. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SAFETY MEASURES

The contractor's representative and staff shall be available at the site during the office hours / during the execution of the works to receive instruction notices or communications from the employer. the contractor shall clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully preserved. The contractor shall provide at his own cost all light required for the work.

Protective Measures: The contractor from the time of commencing the works must make suitable arrangements for watching and protecting the work and no extra will be paid by Bank for such services.

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

Storage of materials: A store room of adequate size shall be provided by the employer at the site, if it is available at that place. The contractor shall provide adequate protection to the materials etc., and other work that may be executed on the site including the tools and materials of other-contractors and remove the same on completion.

The contractor/vendors shall make necessary arrangements storage and safety of materials at site. The safety of materials at site or the stores shall be the responsibility of the contractor/vendor. All materials of fire hazard shall be protected and necessary fire extinguishers should be provided in the store room and the site of the work.

Safety measures: The contractor shall follow all safety measures for protecting the persons employed in the works and also protecting the works executed and the banks property. Necessary precautions in addition to the safety code annexed to these conditions shall be followed.

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

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

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Architects/Consultants written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Architects/Consultants on receipt of such intimation shall give a decision within a reasonable time.

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

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

#### 18. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose materials and rubbish of all kinds. All holed or hollows whether originally existing or produced by removal of materials shall be carefully filled up with appropriate materials like brick/mortar and plastered to the level as directed by the employer at the cost of contractor.

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

#### 19. BENCHES

The contractor is to mark proper references on the walls and ceiling for the execution of the works.

#### 20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

No materials of offensive in nature shall be brought inside the premises.

#### 21. ACCESS

Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or manufactured for the work and also to any place

where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

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

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications, approved makes, specified makes and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Architects/Consultants during the execution of the work, and to his entire satisfaction.

Whenever required by the Employer the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc., under test conform to the relevant UL certifications or as specified in the technical specifications and price bid . The necessary charges for samples transporting and testing etc., shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

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

If the contractor suspends the work, the works executed shall be protected by the contractor at his own cost. Any damage to the works during the suspended period due to the neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

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

## 23. REMOVAL OF IMPROPER WORK

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

## 24. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer. The contractor shall engage at least one experienced Engineer as site-in charge for execution of the work. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

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

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

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

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- e) Apprentices Act 1981
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.



g) Indian Electricity Act (IE Act) and follow the rules.

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

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

#### 25. DISMISSAL OF WORKMAN

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

#### 26. ASSIGNMENT

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

#### 27. INJURY TO PERSONS AND DAMAGE TO PROPERTY AND INSURANCE ETC.

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

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the later. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

#### 28. INSURANCE

The Contractor shall, at his own expense shall insure the works, effect and maintain till the completion of the works an Contractors All Risks Policy for Insurance with an insurance company approved by the Employer, for the full amount of the contract including earthquake, fire, flood risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

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

In default of the Contractor insuring as provided above, the Employer may also insure and may deduct the premiums paid plus the administrative fees of 15% of the sum payable to insuring agency as departmental charges from any money due or which may become due to the contractor.

Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct the sum paid to the Insurance Company with 15% extra as departmental charges from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

The Contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, maybe the reasons due to which the damage shall have been caused.

The Contractor shall be also indemnify and keep indemnified the Employer against all and any costs, charges expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

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

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

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

#### 29. ACCOUNTS RECEIPTS & VOUCHERS

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

#### 30. MEASUREMENTS

Before taking any measurement of any work the Employer / Branch In charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the employer then in any such event the measurements taken by the employer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

#### 31. PAYMENTS: The terms of the payment are as follows:-

a) 100% of the value of the work value will be paid after supply, Installing, Testing, Training and commissioning of the UPS BATTERIES systems at Branches and supported by necessary documents / test certificates etc, delivery receipts and invoices duly certified by the Bank officials.

#### 32. FINAL PAYMENT

The final bill shall be submitted by the contractor within one month of the date of certification for completion of the work and payment shall be made within three months for such of those items and quantities that in the opinion of the Employer, are undisputed.

The final bill shall be accompanied by a certificate of completion from the Employer/ Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 12 of these conditions, which sum shall be refunded as stipulated in Clause 12. 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.

### 33. VARIATION / DEVIATION

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

The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up to an excess of 30%. The contractor shall submit detailed analysis of rates and supporting documents to the Employer within 14 days of being directed to execute excess items/quantities and the Employer shall assess the analysis and approve reasonable and justified rate. No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer/Architect.

### 34. COMPLETION OF WORK

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Employer in writing that he has completed the work and it is ready for inspection. On receipt of such written intimation from the contractor, the Employer/Architect shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Employer/Architect shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection.

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

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

### 35. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No.12 together with any expenses the Employer may have incurred in connection therewith.

### 36. CONCEALED WORK

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

### 37. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any granted and will **not be subject to any fluctuation** due to increase in cost of materials, labour, sales tax, octroi, VAT etc.

### 38. IDLE LABOUR

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

### 39. SUSPENSION

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

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have

been compiled with. If the contractor shall fall for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in clause 43 (Termination of Contract by Employer).

#### 40. TERMINATION OF CONTRACT BY EMPLOYER

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

#### 41. ARBITRATION

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

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

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

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

the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

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

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

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

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

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

The Employer and the contractor hereby also agree that arbitration under the clause shall be a condition precede to any right of action under the contract with regard to the matters hereby expressly agreed to be referd to arbitration.

Signature and seal of the Contractor

## 6. SAFETY CODE

### Scaffolds

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with sanitary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1.00m. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

### Other Safety Measures

- vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment and installations. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- ix) Necessary safety belts while working above the ground level shall be used.

### Demolition

- x) Before any demolition work is commenced and also during the process of the work.
  - a) All roads open areas adjacent to the work site shall either be closed or protected.
  - b) No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.

### Personal Safety Equipments

- xi) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - a. Workers employed on handling items / materials of toxic nature shall be provided with protective footwear and protective goggles.
  - b. Those engaged in chipping grooves wall and making bore holes shall be provided with protective goggles.
  - c. Those engaged in welding works shall be provided with welder's protective eyesight lids.
  - d. The contractor shall not employ any labour below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
    - e. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
    - f. Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
    - g. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

- xii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- xiii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- xiv) Notwithstanding the above clause from (i) to (xiv), there is nothing in these to exempt the contractor from the operation of any other Act or Rule in force in the Republic of India.

Witness

Signature of Contractor

Address:

## **7. SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL:**

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

Not with standing, the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

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

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

The whole work including all extra and additional items is to be completed in the completion period stated in conditions of contract and the Contractor will be required, if necessary to work overtime to fulfill the Architect's instruction to complete the work by the Contract date. No extra will be allowed on the Contract Sum for such overtime work.

### **3. INTERPRETATION OF TERMS:**

- (a) Whenever the words "directed", "as required", "selected", or words like effect are used, it is to be understood that the selection, direction or requirement of the Architect are intended.
- (b) The words "approved", "satisfactory" or words of like import shall mean "approved by" or "satisfactory to" the Architect, whose approval must first be obtained before the materials ordered or the works to which the words refer to are put in hand.
- (c) The words "as described" shall mean the description in the trade preambles, general preambles, specifications, general instructions etc.

### **4. ORDER OF WORK:**

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

### **5. TESTS FOR QUALITY OF MATERIALS AND WORKS:**

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

The Contractor shall furnish manufacturers test certificates for all the items of the works.

The Employer may at his discretion direct the Contractor to carry out any or all such tests on materials. The contractor in all cases will carry out the tests required to be done by him and costs of conducting such tests and furnishing the results will be borne entirely by the contractor. No claim towards reimbursement of such costs or part thereof will be entertained at any time and the rates quoted by the contractor for various items of works will be deemed to be inclusive of such cost.

### **6. WORKMANSHIP:**

The work involved calls for a high standard for workmanship combined with speed.

### **7. REJECTED WORKMANSHIP OR MATERIALS:**

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

### **8. DISCREPANCIES:**

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

- a) In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
  - i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
  - ii) Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
- b) In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference be observed.
  - i) Description in Schedule of Quantities.
  - ii) Particular Specifications and special condition, if any



- iii) Drawings
- iv) Indian Standard Specifications of B.I.S/I.S.O.
- c) In case of difference between the rates written in figures and the rate in words shall prevail.
- d) Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as authenticated.
- e) In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer whose Elucidation, elaboration or decisions approved by the architect shall be considered as authentic.

The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

**9. INDEMNITY BOND:**

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

**10. WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:**

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

**11. CONTRACTOR TO ASSIST EMPLOYER FOR TAKING MEASUREMENTS:**

8.6 The contractor or his representative shall accompany the employer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.

8.7 If the Contractor fails to accompany the project Engineer or any other person that has been duly authorized by the Architect to take measurements then in such a case the measurements recorded by the Site Engineer or Architect's representative shall be binding on the Contractor.

8.8 All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.

**12. SERVICE AND ADVICE BY CONTRACTOR TO EMPLOYER:**

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

**13. RATES TO COVER FOR WORK AT ALL HEIGHTS AND LEVELS:**

The rates quoted by the contractor should cover for work at all heights and levels for all items or work under this contract. Lift of materials will not form any criterion for claiming extra payment.

**14. ALTERNATIVE ITEMS:**

In regard to alternative and 'rate only' items if any specified in the Schedule of Quantities, Contractor should note that the Employer reserves the right to order the principal item or its alternatives to any extent entirely at the employer discretion with necessary cost adjustments.

**15. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:**

Measurements of all items of work including extra items, if any, such as, wiring shall be got recorded from the authorized Site Engineer by the contractor before they are covered up. Immediately the work is ready for measurements, contractors will give specific notice to Architect and Site Engineer for recording the measurements, the Contractor will refer the matter to the Architect for instructions, but in no case shall cover up the work without his permission.

**16. MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF:**

Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified Engineer or not he shall post qualified engineer to the site of works.

**17. SUPPORT OF THE MANUFACTURERS ( OEM ) :**

The tenderer shall furnish back to back agreement with each of the equipment manufacturers against the items used in the works, with a commitment to direct support for the maintenance, supply of the spares and up-gradations by the OEM for period of at least 5 years.

Signature of the contractor with seal

**OTHER TERMS & CONDITIONS**

1. Supply and Installation of UPS BATTERIES: The suppliers should have minimum of 5 years experience as on 31.03.2018 in supplying/installation various type of UPS BATTERIES with different Capacity to large Offices.

Sl. No.	CATEGORY	VALUE OF THE WORKS UPTO WHICH THE CONTRACTOR CAN PARTICIPATE (Rs. IN LAKHS)		
		CLASS- D	CLASS- C	CLASS- B
1	SECURITY ITEMS (UPS BATTERIES)	1	10	25

2. Eligibility:

The applicant should have the following minimum eligibility criteria:

S.N	Criteria	Documents Required
	The applicant Should have minimum 5 years' experience in relevant field of empanelment applied for	At least one Order copy/completion Certificate issued by clients for similar works during FY – 2013 – 14 and one each for every subsequent financial year
1.	The applicant should have undertaken similar works in Government departments/ public sector undertaking/ central autonomous bodies/ state autonomous bodies/ financial institutions and other reputed private firms during last 3 years as on 31.03.2018: <ul style="list-style-type: none"> <li>• One work/project costing 80% of the class limit or</li> <li>• Two works/projects costing 50% of the class limit or</li> <li>• Three works/projects costing 40% of the class limit</li> </ul>	Certificate of completion from competent authority clearly mentioning value of order
2.	The applicant should be an Assessee of Income Tax and must be registered for GST. Should submit copy of the income tax PAN, GST details with valid registration number etc.	Copy of PAN CARD and GST Registration Certificate
3.	The applicant shall have the average annual financial turnover of <b>at least 30%</b> the value of the class limit in the respective category during last 3 years ending as on 31.03.2018.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2017-18, 2016-17, 2015-16
4.	The Suppliers should be authorized dealers / suppliers of batteries of brands as mentioned in this document having <b>wide dealer</b> and <b>own service network</b> in the geographical Jurisdiction of Rajasthan. They should be established in this field for minimum of 5 years.	Authorization letter from OEM in case of authorized dealers.
5.	The Bidder should be able to provide qualified service engineers for attending the problems if any during the Warranty period. The availability of services of the engineers for entire state of Rajasthan.	Details of Office/Service Centres in Rajasthan to be submitted.

- The supplier shall provide details of the personnel, equipment and manufacturing facilities.

- Documentary proof with respect to prequalification criteria shall be furnished along with the application form. In this regard, copies of the work orders and completion certificates and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard.

**Similar Work shall mean SITC of UPS batteries of various capacity to large offices.**

**8. APPLICATION FORMAT**

Sl. No.	CATEGORY	CLASS
1.	UPS BATTERIES	

1. **Name of the Applicant** : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Address** : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Telephone Nos.**

Office : \_\_\_\_\_  
 Residence : \_\_\_\_\_  
 Mobile : \_\_\_\_\_  
 Fax : \_\_\_\_\_  
 E-Mail id : \_\_\_\_\_

2. a) **Status of the Firm**  
 (Whether company/  
 Partnership / proprietary) : \_\_\_\_\_

b) Name of the Proprietor/ : I) \_\_\_\_\_  
 Partners/ Directors : II) \_\_\_\_\_  
 (With professional : III) \_\_\_\_\_  
 Qualifications, if any) :

c) Year of establishment : \_\_\_\_\_

3. Whether registered with Registrar of Companies/ firm : \_\_\_\_\_

If Yes, then Regn. No. & Date : \_\_\_\_\_  
 (Furnish copy)

4. **Registration with various Authorities**

a) Income-tax No PAN/ GIR NO : \_\_\_\_\_  
 (Furnish copies of  
 Income-tax returns for last 3 FY)

b) GST Registration No. (furnish certificate) : \_\_\_\_\_

c) Any other Tax/ Registration  
Levied by Government : \_\_\_\_\_

Names of the Bankers (With address):

I) \_\_\_\_\_

II) \_\_\_\_\_

(Enclose solvency certificate from the bankers)

5. Turnover of the Company/ firm :  
(Please attach copy of audited  
Balance sheet and profit and  
Loss account for three years)

Sl. No.	Year	Turnover (In Lacs Rs.)
1	2015-16	
2	2016-17	
3	2017-18	
	<b>Average</b>	

6. Whether empanelled with : \_\_\_\_\_  
Canara Bank in any other Circle  
(If yes, then furnish details of the Works executed along with Orders copies & Letter of Empanelment)

7. Registration with Government Organizations/ Public Sector Banks:

NAME OF THE ORGANISATION	NATURE OF WORKS	VALUE OF WORKS/ FINANCIAL LIMIT (In Lacs Rs.)	REGISTRATION NO. WITH DATE

8. What are your fields of activities? Mention the fields on preference basis

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

9. Details of the works executed during the last 3 years (please mention only such works which qualifies for eligibility criteria)

SN	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Stipulated time for completion	Actual time for completion	If work left incomplete or terminated (furnish reasons)
1.								
2.								
3.								

Note: Copies of satisfactory completion certificate obtained from the client shall be enclosed.

10. Details of present works under execution: \_\_\_\_\_  
 (Enclose copies of work orders  
 Issued by clients) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. Key personnel permanently employed  
 In your organization \_\_\_\_\_ :

SN	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other information

12. 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 DETAILS

13. Furnish the details of litigation/ Arbitration cases resulting from the contracts executed in the last seven years or currently under execution in the following format:

YEAR	Award for or Against Applicant	Name of clients, cause of litigation and matter of dispute	Disputed Amount	Actual Awarded Amount

#### DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.
3. I / We agree that the decision of CANARA BANK in selection of contractors will be final and binding to me / us.
4. I / We have read & fully understood the 'General rules and instructions' appended to the proforma and I / we understand that if any false information is detected at a later date the empanelment shall be cancelled at the discretion of the bank.

Place :

SIGNATURE OF APPLICANT

Date :

NAME & DESIGNATION  
SEAL OF ORGANISATION

#### Checklist (To be filled by Applicants)

1.	Have you mentioned the category for which you have applied in the application form?	Yes/No
2.	Have you signed in all the sheets?	Yes/No
3.	Whether copy of PAN/GST/ Registration copy is enclosed?	Yes/No
4.	Whether enclosed proof for year of establishment?	Yes/No
5.	Whether proof for average annual financial turnover enclosed?	Yes/No
6.	Whether documentary proof for having undertaken the works is enclosed?	Yes/No
7.	If yes, No. of certificates enclosed	

**LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED:  
(To be filled by Applicants)**

S. No.	Description	Page No.

**SERVICE CENTRE DETAILS OF YOUR COMPANY IN RAJASTHAN**

Place	District	CONTACT PERSON NAME & CONTACT NO.
A		
B		
C		
D		
E		

**FOR OFFICE USE ONLY**

**1. NAME OF THE AGENCY :**

**2. CATEGORY & CLASS OF WORK  
FOR WHICH EMPANELMENT  
IS SOUGHT :**

**3. VIEWS OF EMPANELMENT**



COMMITTEE :

4. REASONS FOR REJECTION (IF ANY) :

5. RECOMMENDED STATUS :  
(Recommended for Empanelment/  
Not recommended)

---

**SIGNATURE OF COMMITTEE MEMBERS**

**ANNEXURE – A**

**9. Technical compliance Statement**

Declaration

We hereby undertake to agree to abide by all the terms & conditions stipulated in the tender document

We certify that the systems / services offered by us for RFP conform to the specifications stipulated in the RFP form

We have quoted for the Model.....

**Signature of the Authorised Signatory with date & sea**

**ANNEXURE - B**

**10. Authorization letter format**

To

**The Asst General Manager,  
Premises & Estate Section,  
Circle Office,.....  
.....**

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: - \_\_\_\_\_ Dt \_\_\_\_\_.

This has reference to your above RFP for supply of \_\_\_\_\_. Mr. Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP \_\_\_\_\_

DT: \_\_\_\_\_ on \_\_\_\_\_

on behalf of our organization.

The specimen signature is attested below :

\_\_\_\_\_  
Specimen Signature Of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority

**"SCHEDULE - I "**

**TECHNICAL SPECIFICATIONS FOR SUPPLY, INSTALLATION , TESTING & COMMISSIONING OF BATTERIES AT SITE:**

Bank Propose to purchase Tall Tubular Batteries or Sealed Maintenance free batteries of different capacities according to the site conditions. The preferred make of batteries are **EXIDE / AMARON / ROCKET**. The warranty period of Sealed maintenance free batteries are Flat 24 months and for Tall Tubular Batteries, it is Flat 36 +12 months. The vendor shall submit the catalogue of the batteries to be offered along with Technical bid.

**The Vendor shall fill the make and model number details of the Batteries which is proposed to offer.**

<b>Description</b>	<b>Make</b>	<b>Model Number</b>
<b>42 AH 12V SMF BATTERIES</b>		
<b>65 AH 12V SMF BATTERIES</b>		
<b>75 AH 12V SMF BATTERIES</b>		
<b>100 AH 12V SMF BATTERIES</b>		
<b>110 AH 12V SMF BATTERIES</b>		
<b>120 AH 12V SMF BATTERIES</b>		
<b>130 AH 12V SMF BATTERIES</b>		
<b>150 AH 12V SMF BATTERIES</b>		
<b>150 AH 12V TUBULAR BATTERIES</b>		

**Signature of the Tenderer  
(With Seal)**

**Canara Bank**  
**(THIS PART OF THE TENDER SHOULD BE SUBMITTED IN A SEPERATE ENVELOPE)**  
**Schedule II**  
**PRICE BID**

**Instruction.**

Note -1 :- Please read all the terms and conditions as detailed in the Tender document named Technical & Commercial Bid (Envelope 1). After understanding the implication of all terms and conditions, you are advised to quote your most competitive rates / prices in this price bid (Envelope II)

Note-2 :- The Rates / Prices to be quoted shall be inclusive of all taxes including excise duty, Octroi, Consignment taxes, Sales Tax, Work Contract Tax, or any such other Taxes. **Only GST shall be paid extra.** Also Rates / Prices shall be inclusive of Transportation, handling charges, insurance etc. and all inclusive for supply at the work site. The price is also inclusive of labor component and it shall be the Net rate / price. Hence the Tenderers are advised to take into account the possible fluctuations in the prices of various components in this duration / coming year & quote their rate accordingly. **The rates / prices quoted shall be firm for a period of 12 months or any suitable period that may be decided by the bank**

Note-3 :- Please note that any variations or deviations affecting the costing of the rates, details of such variations and cost implication should be highlighted in the technical bid only. For example , any of the additional features over and above the specification which are part of the standard supply, that may be furnished in the Technical bid. It will be construed that the quoted rates are inclusive of such extra features.

Note -4:- The rates are to be quoted per unit & as per the details given in this price bid. The total quantities like number of batteries sets are not indicated. As & when requirement arises, the orders at the finalized rates will be issued to successful/ finalized vendor. The Bank may at its discretion may accept the requirement detailed in this Tender either fully or partially. Bank reserves its right to split the orders between the Tenderers, without assigning any reason to this effect. Bank also reserves its right to supply the required batteries directly at its discretion.

S.No.	ITEM	QTY.	UNIT	RATE (RS.)
<b>A</b>	<b><u>SEALED MAINTENANCE FREE BATTERIES</u></b>			
1	65 AH 12V SMF BATTERIES	1	No.	
2	75 AH 12V SMF BATTERIES	1	No.	
3	100 AH 12V SMF BATTERIES	1	No.	
4	120 AH 12V SMF BATTERIES	1	No.	
5	130 AH 12V SMF BATTERIES	1	No.	
6	150 AH 12V SMF BATTERIES	1	No.	
<b>B</b>	<b><u>TALL TUBULAR BATTERIES</u></b>			
7	150 AH 12V TALL TUBULAR BATTERIES	1	No.	

8	BATTERY STAND FOR 15 -18 NUMBERS 150 AH TALL TUBULAR BATTERIES	1	No.	
<b>C</b>	<u>BUY BACK OF OLD BATTERIES</u>			
9	65 AH 12V SMF BATTERIES	1	No.	
10	75 AH 12V SMF BATTERIES	1	No.	
11	100 AH 12V SMF BATTERIES	1	No.	
12	110 AH 12V SMF BATTERIES	1	No.	
13	120 AH 12V SMF BATTERIES	1	No.	
14	130 AH 12V SMF BATTERIES	1	No.	
15	150 AH 12V TUBULAR BATTERIES	1	No.	
16	150 AH 12V TALL TUBULAR BATTERIES ( EXIDE EL MODEL)	1	No.	

**Signature of the Tenderer.  
( With seal )**