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HEAD OFFICE, TECHNICAL CELL, ESTATE POLICY AND CONTROL SECTION
GENERAL ADMINISTRATION WING,
NO.112, JC ROAD, BANGALORE 560 002
Fax No. 080-22221262, Tel Ph: Direct-22127266, Epabx : 22221581 Extn. 390
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INVITATION OF BIDS FROM SIGNAGE SOLUTION PROVIDERS FOR PROVIDING EXTERNAL
SIGNAGE AT CANARA BANK HEAD OFFICE

NOTICE INVITING TENDER AND GENERAL INSTRUCTIONS TO THE TENDERER

1. CANARA BANK invites offers from reputed Signage Solution Providers for providing glow sign board at Head office main building.
2. QUALIFICATION / ELIGIBILITY CRITERIA:
 - 2.1 Minimum three years of experience as on 31.03.2009 in offering complete signage solutions to organizations/ Banks at Bangalore.
 - 2.2 The signage solution providers shall be authorized converter with the principal manufacturer of the flex and Vinyl. Necessary documentary proof should be provided.
 - 2.3 The solution provider should have fabricated and installed at least one board measuring not less than 100' x 4' at upper floors above 25 feet level. Documentary proof should be provided for the same.
 - 2.4 The signage solution provider should have necessary infrastructure at Bangalore such as plotter cutter, welding and riveting machine, professional fabricators and electricians necessary to undertake the work.
 - 2.5 The Signage solution provider shall confirm to undertake after sales service by way of Annual Maintenance Contract (AMC) as a separate contract to be quoted and detailed in the tender. Further, they shall be agreeable for retention money of 5% of the contract amount either by way of Fixed Deposit with the Bank or a suitable bank Guarantee covering the period of 5 years.
 - 2.6 Five years warranty for the flex and vinyl shall be made available from the original manufacturer of flex and vinyl. Documentary proof by way of original letter of undertaking addressed to the Bank by the principle shall be submitted along with the document and also a certificate that the flex and the vinyl used in the board meets the stipulated specifications as furnished in the tender document.
3. THE SCOPE OF WORK:
 - 3.1. Scope of work : Fabrication and erection of complete signage – sign cabinet, fascia, electrical fittings, etc – as per specifications provided in this document, measuring about 226x 4' at Head Office main building. The signage should have a seamless joint at the point of change of direction as per the approved artwork.

4. The interested Signage Solution Providers are requested to submit their offers / bids in the following manner along with a refundable EMD of Rs.5,500/- (Rupees Five Thousand five hundred only) by way of Demand Draft drawn in favour of Canara Bank Head Office, payable at Bangalore. Such EMD amount shall be submitted in technical bid envelope and not in Price bid. Any tender document without such EMD will be rejected.
 - 4.1. Envelope No.1- Technical bid: This envelope shall contain all technical and commercial details, excluding the price bid but including all information and supporting documents to establish the bidder's qualifications and the EMD. The applicant shall enclose latest copies of brochures and technical documentation giving additional information about their credentials and the fascia materials. The envelope shall be superscribed "Technical Bid for Signages".
 - 4.2. Envelope No.2- Price Bid: This envelope shall contain only the price bid in the format enclosed. The envelope shall be superscribed "Price Bid for signages".
 - 4.3. Envelope No.3- This envelope shall contain envelopes No. 1 and No.2 and superscribed "Bids for Signages".
 - 4.4. All envelopes should bear the name of the bidder and should be sealed.
5. EARNEST MONEY DEPOSIT (EMD): In case of successful tenderer to whom the contract is awarded, the earnest money will be retained as security deposit till the contract is performed in all respect. The Earnest money of the unsuccessful tenderers will be refunded as soon as possible.
 - 5.1. The EMD is liable for forfeiture if:
 - 5.1.1. The Tenderer withdraws or unilaterally modifies the Tender during the period of Tender validity, or
 - 5.1.2. The Tenderer, having been notified of the acceptance of his Tender by the Employer during the period of Tender validity, fails or refuses to execute the Agreement, as required; or fails or refuses to furnish the performance security, in accordance with Conditions of Contract, or
 - 5.1.3. The tenderer fails to perform the work according to the agreed specification, time schedule and in accordance with conditions of contract.
6. LAST DATE OF SUBMISSION : The offers shall be submitted by way of hard copy with all details in the manner specified above, addressed to The Assistant General Manager in the above address so as to reach him on or before 04.05.2009 at 3.00 PM. The tenders will be opened on the same day at 3.30 pm in the presence of the available tenderer and the technical bids will be taken up for evaluation.
7. PRE-BID MEETING : A pre-bid meeting is scheduled on 28-04-2009 at 3.00 pm at 5th floor, G.A.Wing, 112 J.C.Road Bangalore. During the said pre-bid meeting clarifications can be sought regarding the tender. However, it shall be noted that any such clarifications to be raised or brought out shall be communicated to Bank in written form well in advance at least before 25.04.2009.

8. **METHOD OF EVALUATION & SELECTION** : The technical bid of the tender will be processed and the qualifications of the bidders will be evaluated first on the basis of the details furnished by them to decide the eligibility and suitability of the bidder to participate in the bidding process, which will also include the clarity and commitments about the deliverables . The price bids (envelope No.2) of only those bidders who are considered eligible and suitable will be intimated and their price bids alone opened in presence of available tenderer. Price bids of others along with EMD will be returned to the unsuccessful bidder unopened.
9. The decision of the Bank in all matters regarding eligibility and suitability of a bidder shall be final and binding and no correspondence will be entertained. The Bank may, at its discretion, modify the qualifying criteria if considered necessary. The Bank also reserves the right to suspend or abandon the process of selection / the project or reduce its contents at any stage and Bank will not be liable for any cost or expenditure incurred by the applicant. The Courts in Bangalore, India shall have exclusive jurisdiction to entertain any litigation with regard to this tender.
10. The evaluation of the qualifications may also involve inspection of works / projects, discussion with the bidders, calling for additional information and documents and obtaining feedbacks from bidders' past clients. The bidder may also be required to show designs / presentations developed for similar project elsewhere, if any, to ensure clarity on deliverables.
11. Participating Signage Solution Providers are advised to furnish complete details / information about their qualifications, past experience and expertise. Complete documentary proof with respect to the details furnished in the application form regarding eligibility criteria shall be furnished along with the application form. In this regard, copies of the work order and completion certificate and or such documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials may be rejected and no correspondence will be entertained in this regard.
12. No costs incurred by the applicant in applying, providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
13. The rates quoted shall be on item rate basis, and payments shall be as per actual quantities executed. The rates shall be uniform throughout and all inclusive and no extra amount is eligible for whatsoever.
14. The application shall be signed by authorized representative and wherever applicable relevant documents shall be enclosed like power of Attorney of authorized signatory, partnership deed / Memorandum and Articles of Association in case of firm/ company. The details of contact persons in connection with the subject shall be furnished along with.
15. Application received after the due date is liable for rejection.
16. For any clarification, following may be contacted:

ASSISTANT GENERAL MANAGER,
ESTATE POLICY AND CONTROL SECTION,
CANARA BANK, GA WING,
HEAD OFFICE, NO.112, JC ROAD, BANGALORE– 560 002

17. Canara Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever.
18. Validity of the offer / tender shall be for a period of 60 days from the last date of submission.

Issued on behalf of Canara Bank,
Authorised Signatory.

TENDER - OFFER

I/We have read and examined, understood the intent of the Tender Invitation, 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 by the Bank 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 60 days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of Rs 5,500/- is hereby forwarded as earnest money in form of Demand Draft (Name of the issuing Schedule Bank) bearing no and date

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

I/We hereby declare that I/We treat the tender documents, 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 authorized to communicate the same or use the information in any manner prejudiced to the safety of the State / the Bank.

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

I/We confirm and assure the Bank that by submitting the application accepts the relationship of trust and confidence established between Me/Us and Bank and shall agree to maintain all the information and communication, the design of the signages, its implementation schedule and all related developments in strict confidence and shall not divulge such information to any unauthorized persons, press, media, any outside agencies, any unconnected persons or utilize for any activity whatsoever beyond the professional needs for carrying out the designed objectives and shall ensure that all the converters who are engaged by Me/Us for execution of the work also and will do all that is necessary to maintain confidentiality of this work and Brand Building Exercise.

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 2009

Signature of tenderer/ company with seal.

Witness, Name & address:

Full Postal Address including 1). 2). Pin Code No. & Telephone No.

ACCEPTANCE

The above tender (as modified as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Canara Bank for a sum of Rs. _____ (Rupees _____ only]

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

a)

b)

c)

Dated this _____ day of _____ 2009.

For & on behalf of Canara Bank

Signature : _____

Designation: _____

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2009 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 - 560002 amongst others a Office / Branch at _____ represented by its duly constituted attorney (hereinafter referred to as the Bank / Employer) 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 authorized partner.

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

WHEREAS THE Employer / Bank is desirous that the company inspect, fabricate, install at signage at Canara Bank Head Office at first floor level measuring about 226 feet x 4feet for which a tender was called for and the tenderer agree to undertake the works 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;
 - 2.1. Inviting Tender and
 - 2.2. General Rules and Instructions for the Guidance of Tenderers.
 - 2.3. The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - 2.4. General Conditions of contract and clauses of contract along with Annexures thereto.

- 2.5. Technical Specifications, Special Conditions, Questionnaire, tender drawings if any, etc.
- 2.6. Schedule of quantities including Prices and tendered amount known as Price - Bid.
- 2.7. The details submitted in technical bid, design, and such other .

In consideration of the payments to be made by the Bank/ Employer to the tenderer, the tenderer hereby covenants and agrees with the Bank/ 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 Canara Bank _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.
Witness (Signature, Name & Address):

1).

2).

[Note : * Strike off whichever is not applicable]

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;
 - 1.1 Empolyer or The Bank : The term shall denote Canara Bank with its head office at 112 J.C.Road, Bangalore and any of its employees/ representative authorized on its behalf.
 - 1.2 Tenderer/ Bidder/ Supplier/ Contractor/ Signage Solution Provider : Any of the term shall mean _____ (Name & address of the tenderer) and his/ their heirs, legal representatives, assigns and successors and include their "Convertors" wherever it is applicable and the context in which it is referred to.
 - 1.3 ART WORK: The art work means the design of the sign board according to which the glow sign board should be fabricated.
 - 1.4 The Supply/ Work Order/ Work : shall mean the work or works to be done under this contract, to fabricate, install and commission the signage at Canara Bank Head Office with due approvals of the Local statutory authorities as applicable as detailed.
 - 1.5 "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in provincial Insolvency Act or any amending statues.
 - 1.6 "Price Bid" shall mean the schedule of quantities duly priced with the accepted quoted rates of the tenderer also known as "Contract Amount". The Final Amount means the total amount on completion of the work as per actual quantity executed and accepted by the Bank.
 - 1.7 Completion of work means : the work completed virtually in all respects which includes permission to operate and illuminate the back-lit signages from the statutory authorities as applicable in respective centers.
 - 1.8 Full warranty certificate for 5 years means that even in the final years if the material does not meet the standards, the signage will be replaced at full then prevailing cost by the tenderer
2. The entire set of tender paper issued should be submitted fully priced and also signed on the last page together with initials on every page. No modifications, writing (except where provided for) or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper enclosed with the technical bid. However conditional tender is liable for rejection. The tenderer shall note that the tender shall remain open for consideration for the period mentioned elsewhere in the tender document.
3. Intending tenderer shall make himself thoroughly acquainted with the details, nature and requirements of the works, facilities for transport condition, local statutory formalities to be fulfilled, site constraints etc for effective and timely completion of work

at various centers across India. The successful tenderer will not be entitled to any claim of compensation for the difficulties faced or losses incurred on account of any condition or unforeseen constraints.

4. AGREEMENT : The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of placement of order, sign an Agreement in the standard Form of Agreement on stamp paper. The contractor shall pay for all stamps and legal expenses, incidental thereto.
5. Permits & Licenses : All Permits and licenses for procurement, from India or abroad of all raw materials, machinery etc required for completing the work shall be arranged by the supplier himself. The bank will not provide any Import License or any other license nor shall get involved in procurement of any materials. It may be clearly understood that no compensation or additional charges can be claimed by the supplier for non receipt of the material in due time. The supplier shall at his own cost arrange for taking delivery, storage and its cost, transporting, safety of the material etc. The Employer shall be indemnified against all Government or legal actions for the thefts or misuse in the custody of the supplier.
6. TAXES AND DUTIES :: The tendered rate and cost must include all duties, royalties, cess and sales tax, VA, service tax, work contract tax, or any other taxes or local charges if applicable either at the time of purchase/transport of materials for manufacture or at the time of delivery of finished signages at different centers. No extra claim will be entertained. Bank will not be providing C-Forms or any such documents.
7. OCTROI : The suppliers shall take into consideration the octroi, if payable or any such taxes like entry tax including sales tax if any at the receiving center and the rates quoted shall be all inclusive and nothing extra will be payable.
8. ESCALATION : The rate quoted shall be firm throughout the tenure of the contract and will not be subject to any fluctuation due to increase in cost of materials, foreign exchange rates, labour, sales tax, Octroi etc. or on account of any extension of time granted or for whatsoever reasons.
9. GOVERNMENT & LOCAL RULES : The supplier shall conform to the provisions of all the local laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities including the safety norms and Electrical safety norms including like obtaining permission from Chief Electrical Inspectorate of the respective State Government (CEIG) as applicable in respective centers. The cost, if any, shall be deemed to have been included in the quoted rates, taking into account all liabilities for licenses, fees etc. that are payable in this regard and shall indemnify the employer against such liabilities and shall be responsible for all actions arising from such claims or liabilities. In some of the Cities, like Mumbai, or States, Specific permission from Corporation Authorities, Police Department are essential, in such cases, it shall be the responsibility of the signage solution provider or their converters to apply and obtain such sanctions and all incidental charges or expenses related to thereof shall not be payable as extras.
10. QUANTITY OF WORK TO BE EXECUTED : The total quantity of work is expected to be of around 905 sft . Employer reserves the right to execute only a part or the whole or any excess thereof through one or more tenderers without assigning any reason thereof. The quoted rates shall be firm for any variation in quantity to an extent of +/- 25%.

11. EARNEST MONEY DEPOSIT : The tenderer will have to deposit earnest money to the extent and in the form detailed in the tender and General Instruction to the Tenderer. The earnest money will not bear any interest. In the case of the successful tenderer to whom the contract is awarded, the earnest money will be retained as security deposit till the contract is performed in all respects. The Earnest Money is liable to be forfeited in the circumstances indicated in the General Instructions.
12. SECURITY DEPOSIT: The total security deposit shall be 5% of contract value. The successful tenderer shall have to submit a initial security deposit of 2% of the Contract Amount. On completion of the work, this security deposit will be retained by way of Fixed Deposit with the bank for a period of 5 years or released against suitable Performance Guarantee as per approved format furnished by Schedule Bank, other than Canara Bank. This security deposit is meant to ensure satisfactory performance of the signage and the obligation of the tenderer as follows;
- 13.1. The works shall be covered under defect liability period of 12 months, which is in addition to the warranty of entire signage for 5 years. During this defect liability period, any defects, which are observed and brought to the notice, shall be rectified within 7 days, else Bank will be entitled to get the same rectified at the tenderers cost. The cost of bill undertaken through other converters/ bank's contractor will be undisputed.
- 13.2. During the period of warranty, if the signage fails the performance, the tenderer shall replace the signage at their cost within 15 days of written communication, failing which bank will be liable to undertake the replacement at tenderers cost.
- 13.3. The security deposit will also be liable to forfeited fully or partly in the event of tenderers not fulfilling the obligation of the AMC contract.
- 13.4. The security deposit amount will not be the restraining amount for any claims against damages or losses suffered by the Bank or will not foreclose the legal remedies available to the bank according to Law .
- 13.5. The security deposit in full or the bank guarantee will be discharged or the balance security deposit available will be refunded after the successful completion of 5 years period if there are no claims and satisfactory performance.
13. PENALTY FOR THE DELAY: Should the work be not completed to the satisfaction of the Employer within the stipulated period, the supplier shall be bound to pay to the Employer a sum calculated at the rate of 1% (one percent) per week of delay on the full value of Contract Amount, subject to a maximum of 10%.
14. TENDERER TO PROVIDE FOR EVERYTHING NECESSARY : The tenderer shall provide and ensure every thing necessary for the proper execution of 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 fully described therein provided that the same can be reasonably inferred there from and if the tenderer finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer whose decision shall be final and binding.

TIME FOR COMPLETION: Time is the essence of this contract. The installation of the signage should be completed in all respect with in 30 days of entering into agreement. The agreement shall be entered within 7 days from the date of receiving work order.

15. **ACCESS & INSPECTION** : Any authorized representative of the Employer/ Bank shall at reasonable times have free access to the works and/ or to the workshops, factories or other places where the signages are being manufactured and the supplier shall give every facility to the Bank or their authorized representatives necessary for inspection, examination and testing the quality and quantity of materials and workmanship.
16. **MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS** : All the works specified and provided for in the specifications or the which may be required to be done in order to perform and complete shall be executed in the best and most workmanlike manner with materials of the best and approved quality with particulars contained in and implied by the specifications.
17. **REJECTION AND RE-DOING OF IMPROPER WORK** : If the results of the random inspection conducted by the Bank or inspecting officials, internal or external agencies like CTE of CVC and if it is found that "Material, workmanship, Samples Testing of Materials" above are not satisfactory, such lots shall be liable to be rejected. However, at the discretion of the Bank, the supplier may be permitted to re-do the improper work and supply at his own cost and within the overall allotted time and cost. On account of such permission to re-do the work, will not entail the supplier to claim for extension of time of waiver of penalty or any compensation or relief whatsoever.
18. **TESTING** : The Bank reserves the right to get the samples of flex or vinyl tested from external testing agencies like IIT's or Shriram Institute of Testing Centre, Delhi and their test results shall be binding.
19. **INDEMNITY:** The signage solution providers shall undertake the work complying with labour laws and shall not employ child labourers, and take all necessary safety precautions in undertaking work at site and as well in the respective workshops. The bank shall be kept indemnified against any possible damage to the building, roads or members of the public or third party materials in the course of execution of work. The bank shall also be indemnified against any action initiated by Government agencies or against prosecution on account of any untoward incidents, accidents, deaths occurring to the labour force employed or to the third parties arising on account of negligence or non fulfilling statutory norms / requirements while manufacturing, transporting or while execution of work at site and the consequent claims and damages arising thereof, the signage solution provider / their converters shall alone be responsible.
20. **INSURANCE** : In their own interest, the signage solution providers / their converters are advised to suitably insure at their own cost for the men, materials and finished product against theft, losses, damages due to accidents during transit of purchase of material, during storage at the time of manufacturing and during delivery of the finished product to the various centers or at the time of execution of works.
21. **VARIATION & DEVIATION IN SPECIFICATIONS** : The specification of materials like flex, vinyl and other fabrication material shall be as per the tender and tolerance as detailed in the specification or as per the respective ASTM/ BIS standards. Any variations beyond tolerance, if accepted by bank are liable for cost adjustments and the decision of the

Bank shall be final and binding on the tenderer/ supplier as to the amount to be recovered.

22. COMPLETION OF WORKS: On completion of the work at the site, the solution providers / their converters shall remove all the materials, tools, equipments and ensure the surroundings are clean and any debris, unwanted, unused materials are cleared from the site and disposed suitably. Any cost incurred by the bank for non compliance of the above shall be recovered from the payments.
23. IDLE LABOUR: Whatsoever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained at any circumstances at the time of installation at site.
24. BILLING, DISPATCH AND PAYMENT TERMS: The bills and invoices shall be prepared by the supplier in the form mutually agreed at the time of issuing supply/ work order.
25. Payment Terms : Payment will be made after satisfactory completion of work. The signage solution provider on completion of work should submit his bill in duplicate within 10 days after completion of work. The bill shall be accompanied by 5 year warranty certificate for flex and vinyl materials by the original manufacturer and also a similar certificate for the entire signage by the signage solution provider.
26. SETTLEMENT OF DISPUTES AND ARBITRATION ::

It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, or rejection of improper supply, interpretation of specifications, commitments made etc, the decision of the Bank, which shall be given in writing, shall be final, conclusive and binding on the tenderer.

If the tenderer considers that any decision of the Bank is unacceptable and issue cannot be resolved mutually, the tenderer may request for arbitration in writing within 15 days of such happening. Thereon, the Employer shall give his written instructions or decision within a period of 30 days from the receipt of the tenderer's letter. All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for arbitration by a Sole Arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

The Bank shall finalize the names of 3 Arbitrators. The tenderer has to choose ONE among them. The seat of arbitration will be at Bangalore. The expenses of Arbitration shall be equally shared.

In the case the successful tenderer is a Central Public Sector Enterprises (CPSEs) or a Government Department, the following arbitration clause will be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special

Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

27. SUSPENSION / TERMINATION OF THE CONTRACT: Bank reserves the right to suspend / terminate the contract by giving 15 days notice in event of;

27.1 The tenderer delays the supply.

27.2 If in Bank's opinion, the information and details furnished by the tenderer is found to be false, misguided the Bank or such other act of withholding sensitive information of the product etc.,

27.3 If Bank concludes that tenderer will not be able to fulfill his contractual obligation. Notwithstanding what is mentioned above; Bank will not be liable to explain to the tenderer the reasons for such action.

28 While arriving at L1, the amount quoted for AMC for the period of 4 years after DLP will also be taken into consideration and evaluated.

29 The signage solution providers shall necessarily quote and confirm in the technical bid that they have furnished AMC rates in the price-bid. The AMC payments will be paid only to the solution providers at the end of each quarter– pro-rata basis of the annual contracted amount starting after completion of defect liability period (DLP) of 12 months.

30 The scope of AMC (including during the defect liability period) will be to visit each center once in 3 months and clean the fascia, cleaning the internal signage, attend to the electrical, any defects, tensioning if required and such other related to signage for its good performance.

31 In addition to the above quarterly visits, shall also attend to breakdown calls totaling to about an average of 8 calls in an year in addition to the quarterly visits to attend to failure of electrical system like replacement of bulbs or repairs to the signage on account of any untoward incidents etc. For such breakdown calls, no labour charges will be payable but for payment of towards consumables like bulbs, chokes etc.

Signature of the Tenderer/ Contractor (With Seal)

Technical Specifications

1. SPECIFICATIONS FOR FLEX SUBSTRATE AND VINYL TO BE USED FOR SIGNAGE

1.1. **FASCIA-FLEXIBLE SUBSTRATE:** The properties are given in Table 1. It shall have UV resistors added while manufacturing to prevent the whiteners turning yellow due to constant exposure to UV rays. The flexible substrate shall be guaranteed for 5 years to retain the white color (i.e yellowing), plasticizer migration, wicking for a period of at least 5 years and similarly the vinyl shall be guaranteed against peel off, fading, shrinkage, cracking and crazing.

1.2. **GRAPHICS:** Graphics shall be computer-cut with translucent cast vinyl matching the Canara Blue and Canara yellow Colour. The Colour specification for the signage : Light European Blue and Marigold to match the existing color .

1.3. TABLE 1 - PHYSICAL PROPERTIES OF FLEXIBLE SUBSTRATE

Property	Metric Units (Range)
Service Temperature range	-20* to + 70 * C
Light Transmission (opacity)	24%- 26%
Tensile strength Range	
Tear weft (Cross Direction)	Minimum 15.50 kg / cm
Tear Warp (Machine Direction)	Minimum 17.00kg / cm
Tensile Weft (Cross Direction)	Minimum 20.00 kg / cm
Tensile Wrap (Machine Direction)	Minimum 26.00 kg / cm
Characteristics Substrate	Polyester scrim embedded in a white pigmented vinyl
Thickness and weight	0.050 cm to 0.070 cm – weight 700gsm to 800 gsm

1.4. **WATERMARK:** The Flexible Substrate should have the watermark of the manufacturer on the second surface. The Flexible Substrate not having watermark will get disqualified.

1.5. TABLE 2 - PHYSICAL PROPERTIES OF TRANSLUCENT VINYL

Property	Metric Units (Range)
Tensile Strength	0.8-0.9 kg / cm at 23°C
Applied Shrinkage	Maximum 0.5 mm
Service temperature range	-40*c to +75*C
Adhesion Strength (acrylic and uncoated, clear Poly carbonate)	0.7 kg / cm
Film Characteristics	
Film	0.050mm, translucent vinyl
Thickness (film & adhesive)	3 to 4 mil (0.08 to 0.105 mm)
Adhesive type and color	Permanent Clear Pressure Sensitive Adhesive Synthetic / Poly coated Liner or equivalent subject to submission of certificate in this regard from reputed testing centre
Liner	
Application surfaces	Flat, without rivets
Minimum application temperature	16°C

1.6. SIGN BOX SPECIFICATION

- 1.6.1. SIGN CABINET STRUCTURE – FRAME WORK : The box frames should be made in modules of 10 to 20ft or appropriately as per site conditions. Each box frame should have MSsquare pipe of 1 inch by 1 inch as basic structure acting as runners along the length, height & width of the box. The MSsquare hollow pipe has to be in square cross section of 1 inch by 1 inch and 16 guage thickness for mainframe and 18 guage thickness for cross sections (bracings). The width of the framework shall measure 10 inches outer to outer
- 1.6.2. SIGN CABINET SUPPORT: The sign cabinet should be provided with suitable arrangements for fixing to existing wall surface or existing supporting structures available with suitable clamps, brackets, anchor bolts etc.. The arrangements should be adequate to support the weight of the cabinet and to keep it firmly in position. Nothing extra will be paid for fixing the cabinet in position.
- 1.6.3. WELDING SPECIFICATIONS: Branded welding rods should be used for welding the joints. Welding rod should be preheated prior to welding. Preheating the welding rods enables uniform & smooth flow of the welding material in the joints. If welding is done with preheated rod there will be no formation of open fissures in the joint due to smooth flow of welding material. Open fissures cause weakening of joints. Welding has to be done across the full cross section of the MShollow pipe. Equipment for preheated welding rods is a single phase electrical heater, which has a space to store and heat the welding rods.
- 1.6.4. PROTECTION OF THE FRAME: The entire frame of the sign cabinet post welding has to be grinded around the welding joints to remove spurs and undulations if any created during welding. Post grinding the joints, the MS pipe has to be painted with zinc chromate primer and 2 coats of synthetic enamel paint of white shade.
- 1.6.5. SIGN BOX BACK PANEL: Back panel of the box should be covered with pre-coated GI sheet of 22 gauge. Back cover should be painted white.
- 1.6.6. SIGN BOX TOP, BOTTOM AND SIDE PANELS: Top panel of the box should be covered with aluminum sheet 1.5 mm thick powder coated with minimum 60 microns thickness in approved shade on outside and white inside. The powder coating shall be uniform in shade and thickness and of good quality. The top panel should incorporate a drip cap of 25mm extension bent downwards at about 50 degrees from the edge using shearing machine for uniform look. The side and bottom panels of the box should also be of same material as the top and finished in a similar manner. Side panels should be suitably machine-pressed/punched to make fins/slits to dissipate the heat generated when the sign is back lit. The slits should be such that water should not enter inside. The cutting and bending of sheets shall be done in a machine to get uniform straight edges. The top and bottom panels should be removable for maintenance purposes. The aluminum sheet metal which shall be provided to all four sides shall be joint free.

- 1.6.7. FASTENERS: The fasteners used shall be uniform and at such spacing that it does not spoil the appearance of the signage looking from the bottom or the sides. The head of the screw shall have capping of stainless steel.
- 1.6.8. SIGN BOX TENSIONING SYSTEM: A suitable tensioning system should be used for stretching flexible substrate on the front part of the sign box. The system should be such that the stretching of the flexible substrate is uniform across the face of the sign box and is not overstretched. To ensure that the flexible substrate is tensioned uniformly an extruded aluminum tensioning system with Allan key or Milliken aluminum tensioning system with rubber beading should be adopted. The sign face shall be tensioned with tensioning system all along the length and width of the sign.
- 1.6.9. PROCESS OF PASTING VINYL STICKERS OVER THE FLEX SUBSTRATE: The process of pasting vinyl stickers over the flex substrate shall be undertaken with all care and techniques such as using pre mask tapes to the vinyl before initiating the fixing of the same over the flex, it shall be ensured that vinyl is properly aligned to the flex without any gaps at the outer edges, there are no air bubbles, etc., The workmanship shall be of high standards and engineering.
- 1.6.10. FIXING OF THE SIGNAGES AND SAFETY AT SITE: The signage solution providers shall duly assess the site condition for fixing securely by appropriate means using necessary clamp, hooks, fasteners and including minor civil works necessary at site. The entire signage so fixed at site shall withstand high wind pressures depending upon the actual locations / floor in which it is installed. The signage frame work shall be anchored to the sunshade below using 'L' angle of 25mm x 25mm x 5mm thick equal angle in L shape at an interval of every 10 feet. Further the board should be anchored from top to the back wall using suitable steel/ GI wire of 8mm thick. It shall also be the responsibility of the signage solution provider for the safety of the installation, the signage till they are billed and accepted by the bank. While executing the work the labour force used shall comply to labour laws and all necessary safety measures shall be undertaken like using scaffolds, ladders, safety belts, helmets, gloves, appropriate tools are only utilised. Suitable precautions shall be taken against overhead power lines, slippery surface or such other hazards which may be in the close proximity to the premises / site. Any damages to the signage during the process of installation will result in rejection of the signage and the same shall be replaced at their own cost.

1.7. ELECTRICAL COMPONENTS:

- 1.7.1. The sign should be fitted with 36-40 watt fluorescent tubes of Philips/ Osram LUMILUX/ GE POLYLUX with color rendering index of more than 80%. One tube light for every 4 sft or part of the signage area shall be provided. The tubes shall be fixed horizontally and inter connected with electrical wires of 3/20 copper or more considering the total no. of light fixture interconnected.
- 1.7.2. Minimum overlap of the tube lights should be 75mm to prevent dark bands.
- 1.7.3. The fluorescent tubes should be held to the box frame with nickel coated, spring clips or plastic molded fixtures, riveted to the stiffeners in the rear side of the box.
- 1.7.4. Distance between the tube lights should be uniform across the rows.

- 1.7.5. Low loss, slim type, electronic chokes of reputed make such as Philips/ Crompton greaves.
 - 1.7.6. Good quality insulated copper wires of Finolex/ V-Guard(ISI marked) should be used for all electrical connections.
 - 1.7.7. Connectors made from molded plastic should be used to connect wires. No wire should be connected by tape or left open.
 - 1.7.8. Circuit wiring by way of 2 runs of 7/20 copper wire + 1 run of 3/20 copper wire for earthing of 660/ 1100 Volts grade of ISI approved make through 19mm dia PVC conduit using required saddles/joint/elbows as required at site . The number of circuits should be based on the number of tubes connected to each circuit and as per the direction of bank.
2. Main Cable and Distribution system : The main cable and distribution system will be provided by Bank. The circuit wiring should be terminated as per banks requirement.
 3. Standards : All the materials shall conform to the required standards & safety aspects as specified in relevant ASTM/ BIS standards wherever applicable.
 4. Warranty:
 - 4.1. Every bidder should provide a Comprehensive unconditional Warranty for the complete signage for a period of 5 Years. It should cover not only the basic materials (except electrical fittings) used for the manufacture of the signage but also the fabrication and erection. The flex and Vinyl should be warranted against Yellowing / Graying of Flex, Wicking of flex, Fungus or Mildew formation, Vinyl peel-off, fading, shrinkage, cracking and crazing.
 - 4.2. The warranty should be applicable for all Indian weather and dust conditions without any sub clauses for high Traffic areas / high Pollution areas / high temperature areas. The warranty should provide for 100% replacement of the signage including processing, labour and fixing charges against any failures/ defects/ deficiency during the entire warranty period. The warranty claim would not be settled on prorata basis. The final bills would be cleared only on submission of the Warranty Documents that fulfill all the above conditions.
 5. The board has to be fixed at a height of approximately 25 feet above the ground level.

Signature of the Tenderer/ Contractor (With Seal)

Technical Bid

1. Name and address of the bidder
2. Constitution (Proprietor / Partnership / Ltd Co)
3. Date of commencement of business and number of years of experience in offering signage solution as a turnkey project.
4. Contact Person and Phone Numbers (Mobile Numbers)
5. Details of individual jobs executed in the past,
 - a. Names of companies / organizations
 - b. Volume and value of the job.
 - c. Customer endorsements
 - d. Timely completion of the job
6. Infrastructure
 - a. Branch offices / Franchisees
 - b. Contractual terms with original manufacturers of flex and vinyl
 - c. Specimen copy agreement entered with the principal manufacturer of fascia material.
7. Please specify the name of the manufacturer, brand name and specifications of the fascia materials (Flexible substrate and Translucent vinyl), the signage solution provider is going to use for the Bank:

8. Warranty System :

- a. Coverage of the warranty – replacement of signage or material (flex)
- b. Specimen copy of the warranty card
- c. Specimen copy of warranty agreement / conditions
- d. Who signs the warranty agreement / card.

9. Name of the Bankers with full address

10. Interested bidders to quote the PAN number

11. Registration Number with Registrar of Companies (if applicable) and Sales Tax Registration No.

12. Have you ever been disqualified / levied penalties in any work contract in the past :

13. Documents to be enclosed:

- a. Copy of warranty card and warranty agreement
- b. Copy of customer endorsements and copies of previous orders as queried in this document under column No.5
- a. Copy of stamp paper agreement with principal manufacturer of fascia materials to be used for the signage solution. Copy of audited financial statements, as required under “Eligibility Criteria” of tender
- b. Photographs of the works place showing the equipments and facilities mentioned under “Eligibility Criteria” of tender
- e. Copy of sales tax documents and copy of Registration Certificate with ROC (if applicable).

14. Undertaking as below :

I/We confirm that to the best of my knowledge the information provided above is correct and any concealment of facts will lead to my disqualification at any stage by the Bank.

I/We also confirm that we have read the special conditions and agreeable for implementation within the time schedule and agreeable to the terms and conditions mentioned in the tender documents and specifically related to issuing of five year warranty.

I/We confirm to the AMC terms and conditions and I/We have quoted the rates in the Price Bid.

Date:

Place:

Signature of the Tenderer/ Contractor (With Seal)
Authorized Signatory

Annexure-I

BANK GUARANTEE FORM AT FOR SECURITY DEPOSIT

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

.....

In consideration of(hereinafter called “Beneficiary”) having agreed to exemptLtd., having its Registered Office situated at (hereinafter called “the Supplier(s) or Signage solution provider or the tenderers”) from the demand of Security Deposit of Rs.(Rupees.....only) under the terms and conditions of an agreement dated (Hereinafter called the “said Agreement”) for the due fulfillment by the said Supplier of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs.(Rupees..... only), at the request of the Supplier _____(Name of Bank issuing Guarantee), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office _____ amongst others a branch at (hereinafter referred to as “the Bank”) has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs.....(Rupees..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Supplier(s) of any of the terms and conditions contained in the said agreement for a period of 5 years from the date of completion of work.

1. We, the Bank do hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reasons of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before

.....we shall be discharged from all liabilities under this guarantee thereafter.

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance by the said Supplier(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said Suppliers(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said Suppliers(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything herein contained, the Bank's liability under this guarantee shall be limited to Rs.....(Rupeesonly) and stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand is made upon the Bank in writing on or before(date) and all your rights under the said guarantee shall be forfeited and the Bank shall be deemed to be relieved and discharged from all liabilities there under.

PLACE:
DATE

SIGNATURE

REPLACING THE EXISTING EXTERNAL SIGNAGES OF CANARA BANK

PRICE BID

S.No.	Brief item description	unit	Qty	Rate Rs.	Amount Rs.
1)	Providing and fixing back lit signage as per specifications mentioned in the tender including internal electrical fittings/ wiring and external fasteners/ anchoring as detailed in the technical specifications.	sft	904		
2)	Rate for circuit wiring by way of 2 runs of 7/20 copper wire + 1 run of 3/20 for earthing in 19mm PVC conduit from electrical tubes to the main cable	Rmt.	75		
GRAND TOTAL Rs.					

GRAND TOTAL IN WORDS:

Name and Signature of Bidder

QUOTE FOR ANNUAL MAINTENANCE CONTRACT (AMC)

S.No.	Brief item description	Rate/ sft	Qty	Amount Rs.
5)	AMC charges (Please quote rate on per sft basis) <u>For first year after DLP:</u> i) for S.No.1 above		904	
	<u>For second year after DLP:</u> i) for S.No.1 above		904	
	<u>For third year after DLP:</u> i) for S.No.1 above		904	
	<u>For fourth year after DLP:</u> i) for S.No.1 above		904	

GRAND TOTAL:

Name
and Signature of Bidder

