



केनरा बैंक
Canara Bank

**TENDER FOR INTERIOR FURNISHING WORKS
OF
CANARA BANK REGIONAL OFFICE AT PLOT NO. 38,
IT PARK, SIDCUL, DEHRADUN
(NEW WORKS)**

ISSUED TO:

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.....

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CLIENT:

Assistant General Manager

Canara Bank, 7th Floor, Premises Section,
38, Ansal Tower, Nehru Place,
New Delhi - 110019
Contact: 011 - 26281531

ARCHITECT:

Geotech Technical Associates Pvt. Ltd.

B-04, Amrapali Princely Estate,
Sector 76, Noida-201301
Phone: 9818938150, 910297218

CANARA BANK
7TH FLOOR, PREMISES SECTION, 38, ANSAL TOWER,
NEHRU PLACE, NEW DELHI - 110019

DATE:

M/s

NOTICE INVITING TENDER

1. Canara Bank invites sealed tenders in 2 bid Format for Interior Furnishing Works for REGIONAL OFFICE AT SIDCUL, Dehradun from the contractors fulfilling the eligibility criteria for above works.
2. The blank tender forms can be obtained from Canara Bank, 7th Floor, Premises Section, 38, Ansal Tower, Nehru Place, New Delhi -110019 between 9:00 AM to 04.00 PM from **07/08/2019** to **27/08/2019** on payment of Rs. 2000/- (Rs. Two Thousand Only) by Demand Draft/ Pay order, non refundable, payable at New Delhi, in favour of Canara Bank or can be down loaded from Bank's web site <http://www.canarabank.com/announcements> and the said payment can be made along with tender submission.
3. The tenderer should study all the tender documents, specifications, drawings carefully and understand the same before quoting the rates. In case of any doubts he/ they should get it clarified from the Architects - Geotech Technical Associates Pvt. Ltd., B-04, Amrapali Princely Estate, Sector 76, NOIDA (Contact– 9818938150, 9910297218) or may contact Canara Bank, 7th Floor, Premises Section, 38, Ansal Tower, Nehru Place, New Delhi -110019 (Contact– 011-26281531) but this shall not be a justification for late submission of tender or extension of opening date.
4. The tenderer should **visit the site** and get acquainted with the site conditions before quoting. Tenderer is also expected to know about the availability of electric supply, water supply/ space for working/ storing material and any other ancillary facilities since these are to be provided by him (unless otherwise specified) at his own cost.
5. The tenderer should quote his rates for all the items in the tender schedule. The incomplete tender can be summarily rejected at the discretion of the Bank's Management. If there is any discrepancy in rate and amount the unit rate shall be treated as correct.
6. The tenderer is requested to sign and put his seal on each page of the tender document in token of acceptance of the conditions.
7. The rates quoted shall be valid for a period of 90 days for acceptance from the last day of submission of tender. No upward revision in the rates will be accepted after opening of the tenders.
8. The time for completion of the work is **60 DAYS** from the **7th day** of issue of work order or handing over of site whichever is later.
9. The sealed tenders should be addressed & submitted to **The Assistant General Manager**, Canara Bank, 7th Floor, Premises Section, 38, Ansal Tower, Nehru Place, New Delhi -110019 (Contact– 011-26281531) superscribed with '**Tender for Interior Furnishing Works for REGIONAL**

Signature and Seal of Contractor

OFFICE AT SIDCUL, Dehradun for Canara Bank' and should reach them not later than **3.00 P.M.** on 27.08.2019. Tenders submitted late will not be accepted. Tenders shall be submitted in 2 bid format as below:

PART "A" ELIGIBILITY CRITERIA, EMD, TENDER FEE & TECHNICAL BID

Shall contain Documents related to eligibility criteria duly signed and stamped and along with the earnest money in required format.

Part "B" (In envelope marked) - FINANCIAL BID (A separate Document)

Financial Bids will be opened only of those firms which are found eligible in Part B.

10. **Earnest Money Deposit (EMD) of Rs. 1,13,000.00 (Rupees One Lac Thirteen Thousand Only)** for Interior Furnishing Works for REGIONAL OFFICE AT SIDCUL, Dehradun shall be deposited with the bank in the form of Demand Draft/ Pay order payable at New Delhi in the name of 'Canara Bank' to be converted into Security Deposit for the successful Tenderer. EMD of the unsuccessful Tenderers shall be refunded immediately after the Bank's decision or after 90 days whichever is early.

11. The tenders will be opened at 3:30 P.M. on 27.08.2019.

12. Prebid meeting will be held on 14/07/2019 at 11:00am at our Canara Bank Circle Office, Premises Section, 38, 7th floor Ansal Tower, Nehru Place, New Delhi. Replies to the queries raised in the pre-bid meeting will be hosted to our website www.canarabank.com/announcement section on 17/08/2019

13. **Performance guarantee:** If the L1 Price quoted is more than 10% below the estimated cost the vendor has to submit the additional security deposit as performance guarantee of the amount of total % value less than the estimated value. The Performance guarantee will be released after successful completion of the work.

14. The tender will be liable for rejection on the ground that unworkable rate is quoted by the tenderer i.e. if quoted more than **25% BELOW** of estimated rates.

15. The Bank reserves the right to accept any tender or reject all tenders either in whole or in part without assigning any reason thereof. The Bank also reserves the right to split the various items amongst various Tenderers and any claim or correspondence of the Tenderer in this regard shall not be entertained.

Architect

ELIGIBILITY CRITERIA/ DOCUMENTS/ SECURITY REQUIRED

The eligibility criteria/ documents required are as follows:

1. Work order and completion certificate of one work of Rs. 90.4 lacs or 2 works of 56.5 lacs or 3 works of 45.20 lacs each in last three years preferably for Canara Bank/ other PSUs or PSBs with cut off date as 31.07.2019.
2. Tenderer should have GST registration No.
3. Valid PAN No.
4. Minimum financial turnover of Rs. 33.90 lacs for the past three financial years. The firm MUST be profit making.
5. Tenderer should be empanelled with PSUs/ PSBs for category 100.00 lacs and above and must have their well established office/ nodal office/ branch office in Delhi- NCR/ Uttarakhand for supervision of works.
6. Latest Bank Solvency certificate of value not less than 40% of the estimated cost. In any case it should not be older than 12 months from the date of issue of NIT.
7. Tenderer should have sufficient workforce/ machinery/ equipments for carrying out the works.

8. Affidavit on Rs. 100/- stamp paper as per follows:

“Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the appointment, it is proved that the information furnished by us is wrong, Canara Bank shall have the liberty to take necessary action against our firm as per applicable laws/ rules of the land.”

9. Performance guarantee: If the L1 Price quoted is more than 10% below the estimated cost the vendor has to submit the additional security deposit as performance guarantee of the amount of total % value less than the estimated value. The Performance guarantee will be released after successful completion of the work.

10. Affidavit on Rs. 100/- stamp paper as per follows:

“Certified that we have never been blacklisted/ debarred by any institutions in India.

It is further certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the appointment, it is proved that the information furnished by us is wrong, Canara Bank shall have the liberty to take necessary action against our firm as per applicable laws/ rules of the land.”

DETAILS OF APPLICANT

1.	Name of the organization/ Contractor/ Firm and name of the person authorized.	:	
2.	Address for correspondence Phone No. (a) Landline with STD code (b) Mobile (c) Email-ID (d) Fax No.	:	
3.	Year of establishment & in the line of activity since	:	
4.	Status of the firm whether company/ firm/ proprietary/ partnership	:	
5.	Name of Directors/ Partners/ Proprietor	:	
6.	Whether registered with the Registrar of Companies/ Registrar of firms. If so, mention number and date.	:	
7.	Name and address of Bankers (enclose solvency certificate from Bankers).	:	
8.	Whether registered for GST. If so, mention number and date and copies of certificates.	:	
9.	Whether an assessee of Income Tax. If so, mention PAN number. (Furnish copy of PAN card)	:	
10.	If, you are registered in the panel of other organizations/ statutory bodies such as CPWD, PWD, MES, Banks, furnish their Names, category and date of registration	:	
11.	Detailed description and value of works done during the last 7 years, as per the criteria given as on 31.07.2019. (i.e. name of organization, value of work done and date of completion along with performance certificate from client)	:	
12.	Annual turnover for the last 3 years as on 31.07.2019. Attach certificate from the Chartered Accountant.	:	
13.	Names and addresses of 03 persons who will be able to certify about the quality as well as performance of your organization	:	
14.	Declaration regarding near relatives working in the Bank: I hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my empanelment are correct and genuine. I am, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.		

Special Note:- The firms not having valid GST number as on last date of submission of application will not be considered.

Signature with Seal of the contractor

Place:

Name:

Date:

Signature and Seal of Contractor

Note: Furnish Xerox certified copies of all relevant documents in support of the information furnished above.

**PARTICULARS IN RESPECT OF WORKS EXECUTED FOR THE LAST 7 YEARS
AS ON 31-07-2019**

Sr. No.	Name of work/ Project with address	Contract Amount	Description of work executed	Name and address of the client with contact person and his details	Nature of work	Date of award of work	Period of completion	Actual time of completion	Name & address of Architect	Yearly turn-over
1	2	3	4	5	6	7	8	9	10	11

Please attach evidence like copy of letter for award of work given by the client/ Architect. Please also attach photographs, if any.

ANNEXURE-II

**PARTICULARS IN RESPECT OF WORKS IN HAND FOR THE LAST 7 YEARS
AS ON 31-07-2019**

Sr. No.	Name of work/ project with address	Contract Amount	Description of work executed	Name and address of the client with contact person and his details	Nature of work	Date of award of work	Period of completion	Actual time of completion	Name & address of Architect	Yearly turn-over
1	2	3	4	5	6	7	8	9	10	11

Please attach evidence like copy of letter for award of work given by the client/ Architect. Please also attach photographs, if any.

OTHER RELEVANT INFORMATION

Sr. No.	Particulars	No.	Year with the firm	Any other information
1	Work force/ technical personnel permanently employed with their qualification and experience etc.			
2	List of major constructional equipment in possession of the firm including testing of material expertise/ facilities etc.			

TENDER DOCUMENT ISSUING LETTER

LETTER ISSUING TENDER DOCUMENT FOR INTERIOR FURNISHING WORKS FOR CANARA BANK REGIONAL OFFICE AT SIDCUL, DEHRADUN

This tender document set for the Tender for Interior Furnishing Works for REGIONAL OFFICE AT SIDCUL, Dehradun for Canara Bank is issued.

Name of Tenderer:

Address of Tenderer:

The non refundable fee for this set of Tender Document is Rs. 2000/-.

The Tender Document is issued on

For
CANARA BANK

Signature and Seal of Contractor

LETTER FOR SUBMITTING TENDER

To,
The Assistant General Manager,
Canara Bank, 7th Floor, Premises Section,
38, Ansal Tower, Nehru Place,
New Delhi - 110019.

Dear Sir,

This is in reference to the tender invited by you for the work. I/ We hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities.

I/ We have seen the site, understood the general conditions of contract, special conditions, additional conditions.

I/ We agree to execute the work as per specifications, general conditions of contract, special conditions, and additional conditions.

I/ We deposit earnest money **Rs. 1,13,000.00** by Demand draft/ Pay order in favour of Canara Bank payable at New Delhi which shall not carry any interest. I/ We do hereby agree that the sum shall be forfeited by the bank in the event our tender is accepted & I/ We fail to execute the contract as per tender terms and conditions.

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

Yours faithfully,

(Contractor)

Signature of Partner/ Proprietor of the firm

In the presence of our witness

Name:

Address:

Place:

Signature and Seal of Contractor

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

1. Sealed tenders are invited by Canara Bank for the work of **“Tender for Interior Furnishing Works for REGIONAL OFFICE AT SIDCUL, Dehradun for Canara Bank”**.

1.1 Site and its location

The proposed work is to be carried out at REGIONAL OFFICE AT SIDCUL, CANARA BANK, Dehradun.

2.0 Tender documents

- 2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting the following documents in the most workman like manner.

	Page No.
Notice inviting tender	1 - 3
Eligibility Criteria	4 - 8
Tender Document Issuing Letter	9 - 9
Letter for submitting tender	10 - 10
Instruction to tenderers	11 - 14
General conditions of contract	15 - 32
Special conditions of contract	33 - 37
Safety Code	38 - 38
Specifications	39 - 39
Agreement	40 - 42
Annexures	43 - 50
List of Approved Make	51 - 52
Price Bid	
Drawings	

- 2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:
 - a) Price Bid
 - b) Specifications
 - c) Drawings
 - d) Special conditions of Contract
 - e) General conditions of contract
 - f) Instructions to Tenderers
- 2.3 Complete set of tender documents including relative drawings can be obtained in person from the Bank- 7th Floor, Premises Department, Canara Bank, 38, Ansal Tower, New Delhi- 110019 (Contact– 011-26281531) by means of Demand draft/ Pay order drawn in favour of Canara Bank payable at New Delhi or can be down loaded from Bank’s web site <http://www.bankofbaroda.com/tenders.asp> and the said payment can be made along with tender submission during the period mentioned in the Notice Inviting Tenders.
- 2.4 The tender documents are not transferable.

3.0 Site Visit

- 3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

- 4.1 The tenderers are requested to submit the Earnest Money of Rs. 1,13,000/- in the form of Demand Draft or Pay Order in favour of Canara Bank payable at New Delhi drawn on any Bank in New Delhi.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderers will be refunded within 07 days of award of Contract. EMD of successful tenderer will be retained as a part of total security deposit.

5.0 Mobilisation Advance

- 5.1 No mobilisation advance shall be paid. Further, no amount shall be released against supply/ storage of material on site of Canara Bank without its execution/ installation and testing of the equipment.
- 5.2 Bills of all the items to be utilised in the project must be available in original and in duplicate for submitting to the bank for checking/ verification and record purpose.

6.0 Total Security Deposit

- 6.1 Total security deposit shall be 10% of contract value which includes the EMD. Balance shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 10% of contract value is reached. The total security deposit would be paid to the contractors after the defects liability period as specified in the contract.
- 6.2 No interest shall be paid on the amount retained by the Bank as Security Deposit.

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 10 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of 60 days from the date of handing over of site or from the date receipt of letter of acceptance whichever is later.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of three months from the date of opening of price bid. If the tenderer withdraws his/ her offer during the validity period or makes modifications in his/ her original offer which are not acceptable to the Bank without prejudice to any other right-or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 Liquidated Damages

The liquidated damages shall be 1% per week subject to a maximum of 10% of total contract value.

11.0 Rate and prices:

11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item then for arriving at the total quoted sum by the tenderer, the highest quoted rate for the particular item amongst all tenderers shall be considered. In such case, if the tenderer still becomes lowest then he shall be awarded the work and shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted-will govern and the amount will be corrected. In case, only amount is quoted then unit rate shall be derived by dividing the quoted amount by quantity.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

11.1.4 Each page of the BOQ shall be signed by the authorised person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totalled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, Royalties etc. as applicable. GST shall be payable extra. Taxes like TDS etc. shall be deducted from the bills of the contractor as per prevailing rates. In case of any exemption, the contractor shall submit requisite certificates from the respective department in advance.

11.1.7 GST shall be payable over and above the quoted rates (as applicable from time to time). The contractor must have registration No. with GST and will provide copy of Registration to Canara

Bank before release of any payment by the Bank. The contractor will submit regular Challans/ Invoices fulfilling all conditions of GST Rules amended from time to time. Incase of any failure in timely submission of the same, the bank shall have without prejudice to any other rights or remedy available under any of the clauses of contract, full powers to deduct/ recover the sum(s) found fit from any amount due/ payable or any security deposit available at his disposal.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between Canara Bank (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 **'Canara Bank'** shall mean Canara Bank (client) having its Corporate Centre at Canara Bank, Plot No. 112, J C Road, Bangalore – 560002 and includes the clients representatives, successors and assigns.

'Architects/ Consultants' shall mean M/s Geotech Technical Associates Pvt. Ltd. having its registered office at 7, Mahamanapuri Colony, ITI Road, Varanasi- 221005.

1.1.2 **'The Contractor'** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or those comprising the firm or company and the permitted assignees of such individual or firms or company.

The expression works or 'work' shall mean the permanent or temporary work described in the "Scope of work" and/ or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.3 **'Engineer'** shall mean the Engineer appointed by the Bank.

1.1.4 **'Drawings'** shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.5 **'Specifications'** shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant.

1.1.6 **'Month'** means calendar month.

1.1.7 **'Week'** means seven consecutive days.

1.1.8 **'Day'** means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprises of

Earnest Money Deposit and

Retention Money

a) **Earnest Money Deposit**

The tenderer shall furnish EMD of Rs. 1,13,000/- in the form of Demand draft drawn in favour of Canara Bank, payable at New Delhi on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the Canara Bank or after it is accepted by the Canara Bank the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) **Retention Money**

Besides the EMD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit ie. the EMD plus Retention Money shall both together not exceed 10% of the contract value. The total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

The language in which the contract documents shall be drawn shall be in English.

3.0 Errors, omissions and discrepancies

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii. Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate/ subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of work

The contractor shall completely carry out and maintain the said work in every respect in strict accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect/ consultant. The architect/ consultant at the directions of the

Bank from time to time issue further drawings and/ or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/ consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/ or drawings and/ or specifications shall be brought in notice of the architect/ consultant. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/ or re-execution of any work executed by him. The dismissal from the work of any person employed/ engaged thereupon.

5.0 i) Letter of Acceptance

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the Canara Bank and the contractor.

ii) Contract Agreement

On receipt of intimation of the acceptance of tender from the Canara Bank, the successful tenderer shall be bound to implement the contract and within 10 days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the Canara Bank through its architects/ consultants are the properties of the architects/ consultants. They are not to be used on other work.

7.0 Detailed drawings and instructions

The Canara Bank through its architects/ consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the Canara Bank through the architect/ consultant.

8.0 Copies of agreement

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

9.0 Liquidated damages

If the contractor fails to maintain the required progress in terms of Detailed drawings and instructions as stipulated in clause 7.0 of General Conditions of Contract or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the Canara Bank on account of such breach to pay a liquidated damages at the rate of 1% of the contract value per week subject to a maximum of 10% of the contract value as stipulated in Clause no. 10 under Instructions to the tenderers.

10.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools; equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the Canara Bank/ architect/ consultant he shall be removed from the site immediately.

11.0 Permits, Laws and Regulations

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expense. The contractor shall give notices and comply with the regulations, laws, ordinances, rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the Canara Bank in writing under intimation of the Architect/ Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the Canara Bank any legal actions arising there from.

12.0 Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/ consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/ consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to the satisfaction of Canara Bank.

13.0 Protection of works and property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Canara Bank's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work.

The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may be taken in joint names of the contractor and the Canara Bank and the original policy may be lodged with the Canara Bank.

14.0 Inspection of work

The Canara Bank/ Architect/ Consultant or their representatives shall at all reasonable times have free access to the work site and/ or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Canara Bank, Architect/ consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorised by Canara Bank/ Architect/ Consultant except the representative of Public authorities shall be allowed on the work

at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organisation a wing of Central Vigilance commission.

15.0 Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Canara Bank through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

16.0 Quality of materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/ consultant instructions and shall be subject from time to time to such tests as the architect/ consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery labour, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect/ consultant.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/ test certificate of the same shall be provided to the satisfaction of the Architect/ consultant. Before submitting the sample/ literature the contractor shall satisfy himself that the material/ equipment for which he is submitting the sample/ literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/ consultant the contractor shall proceed with the procurement and installation of the particular material/ equipment. The approved samples shall be signed by the Architect/ Consultant for identification and shall be kept on record at site office until the completion of the work for inspection/ comparison at any time. The Architect/ Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/ equipment etc. shall be to the account of the contractor.

iii) Cost of tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) Costs of tests not provided for:

If any test is ordered by the Architect/ Consultant which is either

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularised, or though so intended or provided for but ordered by the Architect/ Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/ approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 Obtaining information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

18.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/ consultant may consider necessary until the expiry of the defects liability period, stated hereto.

19.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%- All the amount paid under Clause 20, 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii) **Variation exceeding 25%:** The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

20.0 Works to be measured

The Architect/ Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect/ Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorised representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the MB book. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/ consultant shall be final. All authorised extra work, omissions and all variations made shall be included in such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the Architect/ consultant shall vitiate the contract. In case the Canara Bank/ Architect/ Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/ Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or

omissions shall in all cases be determined by the Architect/ Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect/ Consultant with the concurrence of the Canara Bank as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- c) Where the extra works are not of similar character and/ or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then. In accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/ Consultant) the workman's name and materials employed be delivered for verifications to the Architect/ consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorised extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate" basis for material, labour, hire/ running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

23.0 Final measurement

The measurement and valuation in respect of the contract shall be completed within one months of the virtual completion of the work.

24.0 Virtual completion certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the Canara Bank, the contractor shall ensure that the following works have been completed to satisfaction of the Canara Bank:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.

- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/ camps and construction and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Canara Bank and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the Canara Bank and shall clear, level and dress, compact the site as required by the Canara Bank.
- d) Shall put the Canara Bank in undisputed custody and possession of the site and all land allotted by the Bank.
- e) Shall hand over the work in a peaceful manner to Canara Bank.
- f) All defects/ imperfections have been attended and rectified as pointed out by Canara Bank to the full satisfaction of Bank.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/ consultant once he is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Canara Bank's rights and contractor liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Canara Bank against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

25.0 Work by other agencies

The Canara Bank/ Architect/ consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Canara Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.0 Insurance of works

- 26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the Canara Bank and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the Canara Bank and contractor are covered for the period stipulated in clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.
- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
 - b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

- c) Such insurance shall be effected with an insurer and in terms approved by the Canara Bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/ consultant the policy if insurance and the receipts for payment of the current premiums.

26.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the Canara Bank against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of Canara Bank to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Canara Bank their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Canara Bank, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 Contractor to indemnify Canara Bank

The contractor shall indemnify the Canara Bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

26.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the Canara Bank against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against Canara Bank in respect of such matters as aforesaid and the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Canara Bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/ consultant in this behalf.

26.5 Third Party Insurance

- 26.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 of General Conditions of Contract shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of Canara Bank, or to any person, including any employee of the Canara Bank, by

or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25.0 thereof.

26.5.2 Minimum amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the Canara Bank which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/ consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.6 The minimum insurance cover for physical property, injury and death is Rs. 5 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or injury to workman

26.7.1 The Canara Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Canara Bank or their agents, or employees. The contractor shall indemnify and keep indemnified Canara Bank against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.7.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the Canara Bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect/ consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that Canara Bank is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/ consultant when such policy of insurance and the receipt for the payment of the current premium.

26.7.3 Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the Canara Bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Canara Bank as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the others rights of the Canara Bank against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the Canara Bank and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money 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.

27.0 Commencement of Works

The date of the work will be reckoned as the date of handing over site or from the date of issue of letter of acceptance of the tender by the Canara Bank whichever is later.

28.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 60 days from the date of commencement, if required in the contract or as directed by the Architect/ consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of time

If in the opinion of the Architect/ consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/ consultant may submit a recommendation to the Canara Bank to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the Canara Bank through the Architect/ Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/ consultant shall submit their recommendations to the Canara Bank in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Canara Bank the provision of liquidated damages as stated under clause shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/ consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/ consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/ consultant shall thereupon take such steps as considered necessary by the Architect/ consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect/ consultant neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/ consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/ consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/ continued with the prior approval of the Architect/ consultant at no extra cost to the Canara Bank.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance. Further, nothing extra shall be payable in this regard.

32.0 No compensation or restrictions of work

If at any time after acceptance of the tender Canara Bank shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect/ consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/ Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from Canara Bank stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/ consultant shall be final.

33.0 Suspension of work

i) The contractor shall on receipt of the order in writing of the Canara Bank (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Canara Bank may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

33.1 On account any default on the part of the contractor, or

33.2 For proper execution of the works or part thereof for reasons other than the default of the contractor, or

33.3 For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/ consultant.

33.4 If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the BOB shall have the power to adopt any of the following course as they may deem best suited to the interest of the bank.

- a) To rescind the contract (of which rescission notice in writing to the contractor by Canara Bank shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of Canara Bank.
- b) To employ labour paid by Canara Bank and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/ consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of architect/ consultant as to the value of work done shall be final and conclusive against the contractor.

To measure up the work of the contractor and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by Canara Bank under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the Canara Bank the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/ consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted as insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/ Consultant that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architect/ consultant.

Or if the contractor (whether an individual firm or incorporated Company) 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 or sublet this contract without the consent in writing of the Canara Bank or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

- a) Has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 07 days after receiving from the Canara Bank written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the Canara Bank that the said materials were condemned and rejected under these conditions; or

has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Canara Bank's or Architect's/ consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the Canara Bank and or the Architect/ consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Canara Bank or the Architect/ consultant or the obligation and liabilities of the contractor 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 had been executed by or on behalf of the contractor. And, further the Canara Bank through the Architect/ consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work 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 employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the Canara Bank or the architect/ consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 07 days after receipt thereof by him the Canara Bank sell the same by public auction after due publication and shall adjust the amount realised by such auction. The contractor shall have no right to question any of the acts of the Canara Bank incidental to the sale of the materials etc.

36.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect/ consultant to the contractor within 10 working days from the date of certificate to the payment from Canara Bank from time to time. The Canara Bank shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect/ consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Architect/ consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/ consultant may by any certificate make any corrections required in previous certificate.

The Canara Bank shall modify the certificate of payment as issued by the architect/ consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the MB books.

The contractor shall submit maximum two R/A bill after minimum value of 35.0 lacs executed works.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/ consultant shall issue the certificate of payment within a period of two months. The Canara Bank shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

37.0 Settlement of disputes and arbitration

- (i) If the contractors consider that they are entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the bank or in case the contractors want to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractors shall forthwith give notice in writing of their claim, or dispute to the Assistant General Manager, Canara Bank, New Delhi, within 30 days from the date of disallowance thereof or the date of deduction or recovery the said notice shall give full particulars of the claim grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the architects to the Assistant General Manager, Canara Bank, New Delhi in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager, Canara Bank, New Delhi in writing in the manner and within the time aforesaid.
- (ii) Assistant General Manager, Canara Bank, New Delhi shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager, Canara Bank, New Delhi submit their claims to the conciliating authority namely the Dy. General Manager, Canara Bank, New Delhi for conciliation along with all details and copies of correspondence exchanged between them and the Assistant General Manager, Canara Bank, New Delhi.
- (iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall within a period of 30 days of termination thereof shall give a notice to the concerned Dy. General Manager of the bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Dy. General Manager, Canara Bank. It will also be no objection to any such appointment that the Arbitrator so appointed is a bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Dy. General Manager, Premises Section, New Delhi. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such Dy. General Manager, New Delhi as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The fees, 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) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

38.0 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect/ consultant.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect/ consultant is unsatisfactory.

38.1 The contractor shall construct temporary well/ tube well in Canara Bank's land for taking water for construction -purposes only after obtaining permission in writing from the Canara Bank. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the Canara Bank without any compensation as directed by the architect/ consultant.

39.0 Power supply

The contractor shall make his own arrangements for power and supply/ distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

40.0 Treasure trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of Canara Bank and shall be handed over to the bank immediately.

41.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute/ disagreement the decision of the Architect/ consultant shall be final and binding on the contractor.

42.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of Canara Bank/ architect/ consultant whenever

desired by them. The contractor shall also maintain the records/ registers as required by the local authorities/ Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

43.0 Rates quoted shall remain fixed for the entire period of contract and no price escalation on any account shall be considered.

44.0 Immediately on award of contract, the contractor shall produce the details thereof to the Bank of registration to tax authorities.

45.0 The successful tenderers may also note that the Bank reserves the right to deduct any Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same directly to the Government in case they are not submitting the proof/ evidence of having paid the Tax on work executed under this contract.

46.0 Force majeure

46.1 Neither contractor nor Canara Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

46.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

46.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

46.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall discuss with each other to decide regarding the future execution of this agreement.

47.0 Local laws, Acts, Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply

with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Provident fund and miscellaneous provisions Act 1952 and amendment
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

48.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect/ consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITIONS OF CONTRACT

Scope of work

1.0 The scope of work is to carry out the *“Interior Furnishing Works for REGIONAL OFFICE AT SIDCUL, Dehradun for Canara Bank”*.

2.0 Address of site

The site is located at SIDCUL, Dehradun.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/ consultant before proceeding with the work.

4.0 Notice of operation

The contractor shall not carry out any important operation without the consent in writing from the Architect/ consultant.

39.0 Construction records

The contractor shall keep and provide to the Architect/ consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect/ consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

7.0 Temporary works

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the architect/ consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect/ consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Temporary roads

The contractor shall provide access roads to the site from the nearest main road at no extra cost and as directed by the architect/ consultant. The contractor shall also be responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads

within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the architect/ consultant.

9.0 Water, power and other facilities

The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well/ open well and bring water by means of tankers at his own cost for the purpose. The Canara Bank will not be liable to pay any charges in connection with the above.

- a) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- b) The contractors for other trades directly appointed by the Canara Bank shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the Canara Bank will reimburse the amount on production of receipts.
- c) The Canara Bank as well as the Architect/ consultant shall give all possible assistance to the contractors to obtain the requisite.
- d) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

10.0 Office accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the architect/ consultant.
- b) A site office for the use of Canara Bank/ architect/ consultant shall be provided by the contractor at his own expenses.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the architect/ consultant.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

11.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

12.0 Lighting of works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

13.0 Fire Fighting arrangements

- i) The contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.
 - c) Access for fire fighting equipments.
 - d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type, size, number and location of fire extinguishers or other fire fighting equipment, general housekeeping.

14.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the architect/ consultant. Any communication relating to the works may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the architect/ consultant as and when demanded. Any instruction which the architect/ consultant may like to issue to the contractor or the contractor may like to bring to the architect/ consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

15.0 Temporary fencing/ barricading

The contractor shall provide and maintain a suitable temporary fencing/ barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the architect/ consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

16.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant.

17.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect/ consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising

out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

18.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialist contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

19.0 Displaying the name of the work

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating there in the name of the project and other details as given by the architect/ consultant at his own cost and remove the same on completion of work.

20.0 Bar bending schedule

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and get them approved by the architect/ consultant well in advance.

21.0 As built drawings

- i) For the drawings issued to the contractor by the Architect/ Consultant. The architect/ consultant will issue two sets of drawings to the Contractor for the items for which some changes have been made. From the approved drawings as instructed by the Canara Bank/ architect/ consultant. The contractor will make the changes made on these copies and return these copies to the architect/ consultant for their approval. In case any revision is required or the corrections are not properly marked the architect/ consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and/ or attend to discrepancies either on the copies as directed by the architect/ consultant and resubmit to him for approval. The architect/ consultant will return one copy duly approved by him
- ii) For the drawings prepared by the contractor.

The contractor will modify the drawing prepared by him wherever the changes are made by the Canara Bank/ architect/ consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect/ consultant will return one copy of the approved drawing to the contractor.

22.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialised agency for the waterproofing, anti-termite treatment, aluminium doors and windows and any other item as specified in the tender. The architect/ consultant may approve any make/ agency within the approved list as given in the tender after inspection of the sample/ mock up.

23.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

24.0 Duties, taxes, levies etc.

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to GST, tax in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the Canara Bank shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. If a new tax or duty or levy or cess or royalty or octroi is imposed under as law during the currency of contract the same shall be borne by the contractor.

25.0 Acceptance of tender

The Canara Bank shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the Canara Bank. However adequate transparency would be maintained by the Canara Bank.

Signature of the Contractor and Seal

SAFETY CODE

1. First aid appliances including adequate supply of sterilised dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye shields and gloves
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

SPECIFICATIONS

1. All the works specified and provided for in the schedule and drawing or which may be required to be done in order to perform and complete any part there of shall be executed in accordance with the technical specification, workmanship, quality control, as prescribed (though not enclosed in this document) in the specification & codes, with up to date amendments, in the following order:-
 - a) CPWD/ DSR
 - b) ISI (BIS) Codes
2. All works under this contract (wherever grey cement is used) have to be executed in OPC.
3. The quantities given in the tender are approximate. However the payment shall be made on the basis of actual measurements taken on site and in conformity with C.P.W.D. Specification and B.I.S Codes. It is clarified that all quantities are subject to change and no claims whatsoever on this behalf shall be entertained.
4. All materials used in the works shall be of their respective kind and quality specified in the tender document or approved by the Canara Bank and/ or Architect and shall comply strictly with the requirements of the latest specifications of CPWD and Indian Standard Codes.
5. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).

AGREEMENT

1. This agreement made on the ----- day of ----- 2019 between -----(herein referred to as "the Contractor" which expression shall unless repugnant to the context of meaning thereof be deemed to include its/ his legal heirs, executors, administrators and assigns of the one part and the Canara Bank, a corporation having its office at 7th Floor, Premises Section, 38, Ansal Tower, New Delhi-110019 hereinafter referred to as "the Employer or Canara Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of the other part.
2. WHEREAS the said employer requires execution of certain works to be carried out for the "Interior Furnishing Works of REGIONAL OFFICE AT SIDCUL, Dehradun for Canara Bank". (Hereinafter the aforesaid works are collectively referred to as "the works").
3. WHEREAS the said works are more particularly described in contract documents consisting of agreement, the set of conditions of contract to be complied with by the contractor, schedule of Quantities and drawings are annexed herewith as part and parcel of this agreement. The parties to the contract agree to abide by the same.
4. WHEREAS the employer has invited the tenders from the contractors as per the eligibility criteria. The contractor has also given his tender which was opened on -----and it has been accepted by the Bank vide letter No.----- Dated -----.

Now it is hereby agreed as follows:

5. WHEREAS in consideration of the payments to be made to the contractors as hereinafter provided, the contractor shall upon and subject to the set of said conditions described in the contractual documents, execute and complete the works as shown in the said plans, drawings, complete specifications, schedule of quantities of the various classes of works to be done and such further detailed drawings plans and specification as may be furnished/ provided to him by the said employer and described in the said specifications and on the said price of schedule of quantities.
6. The Assistant General Manager, 7th Floor, Premises Section, 38, Ansal Tower, New Delhi-110019 shall exercise powers on behalf of the said employer for the purpose of the Contract Agreement.
7. WHEREAS both the parties agree to sign the following annexure annexed to this agreement in token of their acceptance:-
 - i. General Conditions of Contract
 - ii. Special Conditions of Contract
 - iii. Safety Code
 - iv. Specifications
 - v. List of Approved Makes
 - vi. Priced Bill of Quantities
 - vii. Drawings
8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said conditions mentioned in the General Conditions of contract.

9. WHEREAS the contractor hereby undertakes and agrees to carry out and complete the works within 60 days from the 1st day after the date of written orders to commence the works are given to the contractor. The contractor agrees and has deposited the sum of Rs.-----
- by way of Earnest money deposit for due fulfilment of this contract for the works. It is agreed that the security deposit shall be deducted from each running bills as per clause-1 and refunded to the contractor as per clause-1 of the General Conditions of the contract annexed herewith.
10. WHEREAS it is agreed that the earnest money amounting to Rs.-----deposited by the contractor in the form of demand draft along with the tender shall be forfeited in full in case the contractor does adhere to the conditions of the tender.
11. WHEREAS Shri ----- is the accredited representative(s) of the contractor who would be responsible for taking instructions from the employer in relation to the works. The contractor agrees to pay taxes on material or finished works in respect of this contract of the works and the employer will not entertain any claim whatsoever in this report nor the employer shall be responsible to pay any tax as mentioned above. If due to non-payment of any of the taxes connected with the works, the contractor suffers any loss or damages or delays in completing the works, the employer will not be responsible for such loss or damages occurred to the contractor and the employer will be entitled to claim damages from the contractor for non-completion of the work within 60 days as stipulated in Para -9 above.
12. WHEREAS the contractor hereby declares the list of all the relative working with the employer which is annexed herewith and marked C-1.

OR

WHEREAS the contractor declares that none of his relative is working with the employers.

13. WHEREAS the contractor declares that he has associated himself with the agencies of the appropriate classes of person for (i) electrical (ii) sanitary and water supply installation etc. or any other specialized job to complete the works.
14. The plans, drawings, specifications, contract documents and the documents above mentioned shall form basis of this contract and the decision of Assistant General Manager, 7th Floor, Premises Section, 38, Ansal Tower, New Delhi-110019 for the time being as mentioned in the conditions of contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.
15. The work comprises of the "Interior Furnishing Works of REGIONAL OFFICE AT SIDCUL, Dehradun for Canara Bank" as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by the said Assistant General Manager, 7th Floor, Premises Section, 38, Ansal Tower, New Delhi-110019 for the time being even though such works may not have been shown on the drawings plans or described in the said specifications or schedule of quantities of various classes of work to be done.

16. The employer through the Assistant General Manager, 7th Floor, Premises Section, 38, Ansal Tower, New Delhi-110019 reserves himself the right of altering the plans, drawings and nature of work and of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
17. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in New Delhi and only the courts of Delhi shall have jurisdiction to determine the same.
18. The several parts of this contract have been read to us and fully understood by us.

IN WITNESS whereof the parties above-named have executed these presents today and year first hereinabove written.

Signed, sealed and delivered by:

Authorised representative
of Employer

Authorised representatives
of Contractor

FORWARDING LETTER

FROM:
.....
.....
.....

TO: **Assistant General Manager
7th Floor, Premises Section,
38, Ansal Tower, New Delhi-110019**

REF: **Interior Furnishing Works of REGIONAL OFFICE AT SIDCUL, Dehradun for Canara Bank**

Dear Sir,

1. With reference to the tender invited by you, I/we hereby offer to perform, provide, execute and complete the works in conformity with conditions of contract, drawings and specifications for the respective items of schedule of quantities attached hereto.
2. I/ We have satisfied myself/ ourselves as to the location and prevailing conditions of the site and have read carefully the articles of agreement, conditions of contract, specification, general and special conditions, technical specifications etc. and I/we understand that the works are to be completed within 60 days from the 7th day of award of works and fully understand that the time will be the essence of the contract.
3. I/We have enclosed a demand draft for Rs. 1,13,000/- drawn onpayable at New Delhi in favour of Canara Bank as earnest money and fully understand that this amount will not bear any interest.
4. I/ We agree to keep the offer for 90 days from the date of opening the tender.
5. Should this tender be accepted in whole or in Part, I/ we hereby agree to abide by and fulfil all the terms and conditions annexed hereto. If I/we fail to commence the work specified in tender documents, I/we agree that my/our earnest money shall stand forfeited. I/We also agree to the balance Retention money being deducted from my/our bills in accordance with the Conditions of contract.
6. All the terms and conditions contained in the notice Inviting Tenders, Conditions of Tender, Special specifications/ General specifications for execution of the work and additional conditions and the agreement etc. constituting the tender documents have been fully read by me/us and explained to me/us and I/we hereby accept the same and sign hereunder in token of their acceptance.
7. We are further enclosing herewith the following documents:
 - i) Partnership Deed, Article of Association and Power of Attorney. We agree that no change will be made in these documents without prior approval of the Employer.

- ii) Tender documents duly signed along with detailed programme and targets of completion of each item/ work.
- iii) Details of deployment of manpower/ machinery, plant and equipment.
- iv) Latest I.T. C. C.
- v) Demand draft No:.....dated.....drawn.

Name of the Partners/ Directors of the firm

- 1)
- 2)

Yours faithfully,

Date:
Name & Sign of Tenderers (s)
Office stamp & seal of the Tenderer (s)

Address:.....
.....
.....

Occupation:.....

**PROFORMA FOR APPLICATION BY CONTRACTOR
FOR EXTENTION OF TIME**

1. Name of the contractor
2. Name of the work as given in the agreement
3. Agreement WO
4. Tender amount
5. Date of commencement of work
6. Period allowed for completion as per agreement
7. Date of completion as per agreement
8. Period for which extension of time has been given

- | | Dated | Month | Year |
|---|--------------|--------------|-------------|
| a) 1 st extension vide Bank's letter no. | | | |
| b) 2 nd extension vide Bank's letter no. | | | |
| c) 3 rd extension vide Bank's letter no. | | | |
| 9. Reasons for which extensions have been previously given (copies of the previous applications should be attached) | | | |
| 10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc. | | | |

Signature of Contractor

PROFORMA OF SITE ORDER BOOK

Name of the work:

Date of Commencement:

Sr. No.	Remarks/ Instructions of Bank's Engineer/ Architect	Dated initials of Bank's Engineer/ Architect	Initials of the Contractor for having received the instructions	Action taken with the date	Dated initials of the Bank's Engineer	Remarks of the Architects/ Bank's Officials
1.	2.	3	.	4.	5.	6.

I – RUNNING A/C BILL

- i) Name of Contractor/ Agency
- ii) Name of work
- iii) Sr. No. of this bill
- iv) No. and date of Previous
- v) Reference to Agreement No.
- vi) Date of written order to commence
- vii) Date of completion as per agreement

S. No.	Item Description	Unit	Rate (Rs.)	As per tender	
				Qty.	Amount (Rs.)
1.	2.	3.	4.	5.	

Upto previous R/A Bill		Upto date (Gross)		Present Bill		Remark
Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	
6.		7.		8.		9.

Note: 1) If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate.

2) If adhoc payment is made, it should be mentioned specifically.

Net Value since
previous bill

CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No. _____ were made have been taken jointly on _____ and are recorded at pages _____ to _____ of measurement book No. _____.

Signature and
Date of contractor

Signature and
date of Architect's
Representative (seal)

Signature and
date of Bank's
Engineer

The work recorded in the above mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Architect

Bank's Engineer

