

CANARA BANK

PREMISES AND ESTATE SECTION, CIRCLE OFFICE, DELHI

Ph: 26465292, 26281531

e-mail: pecodel@canarabank.com

TENDER DOCUMENT

**TENDER NOTICE, ELIGIBILITY CRITERIA, GENERAL
RULES, OFFER LETTER, GENERAL CONDITIONS,
SPECIAL CONDITIONS, APPENDICES, SCHEDULE OF
QUANTITIES.**

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NOTICE INVITING TENDER

Sealed tenders on item rate basis are invited experienced Contractors to carryout structural repairs and renovation work of its building at H 12, Connaught place, Delhi. There is no tender fee and the tender document is to be downloaded and the filled tender document along with the EMD is to be submitted as detailed below:

- Nature of document : Two bid concept.
- Estimated cost of work : Rs. 18,00,000.00 (eighteen lacs only)
- Earnest Money Deposit** : **Rs 18,000 (Rupees Eighteen thousand only)** by crossed demand draft favouring , Canara Bank, Circle Office, Delhi payable at Delhi
- Period of completion** : **60 days**
- Last date, time and place for Submission of tender** : **On or before 3.00pm, 28.06.2017** to The Assistant General Manager, Premises & Estate Section, 7th floor, Ansal Towers, 38 Nehru Place, New Delhi-110019.
- Time and date of opening of tender** : **3.30 PM on 28.06.2017**

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

ASSISTANT GENERAL MANAGER
PREMISES & ESTATE SECTION,
CIRCLE OFFICE,
NEW DELHI

Date: 17.06.2017

2. ELIGIBILITY CRITERIA

S.No	Criteria	Documents Required
01	The contractor should have minimum of 5 years experience in Structural repairs and restoration work as on 31.03.2017.	Order copies OR satisfactory completion certificates from the clients. The documents shall be prior to 31.03.2017
02	The contractor should have provided services for at least Three(3) similar works each costing Rs 10 Lakhs OR Two (2) similar works each costing Rs 15 Lakhs OR One(1) similar work costing Rs 18 Lakhs During the last 5 (Five) years ending with 31.03.2017. "Similar work" means structural repairs and restoration work of buildings.	Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement & completion.
03	The contractor must have Service tax registration number, and PAN number.	Copies of Service tax, registration certificate and PAN card copy shall be enclosed.

Note:

- Preference shall be given to such firms who have experience in carrying out restoration of similar buildings.

GENERAL RULES & INSTRUCTIONS TO TENDERERS

- 1) The completed Tender documents comprising of Tender Notice, Eligibility Criteria Offer Letter, General Conditions of Tender, Special Conditions, appendices and schedule of quantities should be submitted to The Asst General Manager at the address given in the Tender Notice.
- 2) The tender is "TWO ENVELOPE CONCEPT" and it has to be submitted as under –
It should be placed in sealed cover super scribed as "Technical Bid for Structural repairs and restoration work of Canara Bank building at H 12, Connaught place, Delhi" on the **First envelope** and "Price Bid for Structural repairs and restoration work of Canara Bank building at H 12, Connaught place, Delhi" on the **Second envelope**. Both the sealed covers shall be placed in **an outer cover** which shall be sealed and super scribed as "Tender for Structural repairs and restoration work of Canara Bank building at H 12, Connaught place, Delhi".
- 3) The first envelope should contain all the components of Technical Bid as detailed in the NIT (Notice Inviting Tender) with all supportive documents duly signed on all the pages. Applicant should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting financial aspects are liable for rejection.
- 4) The second envelope should contain the Schedule of Quantities – Price Bid and should be sealed and submitted on the same given date and time simultaneously along with Technical bid. Non submission of the same in separate sealed cover along with Technical bid shall automatically render the entire offer being rejected. The second envelope should contain duly filled in BOQ (enclosed in the offer document) with values written in words and figures.
- 5) The First envelope (Technical bid) will be opened in the said date and office as detailed in the Notice Inviting Tender (NIT).
- 6) The date for opening the Second envelope (price bid) will be intimated subsequently only to such applicants who comply with the Eligibility criteria as a part of evaluation of Technical Bid.
- 7) Last date for receipt of tenders: As stated in the tender notice.
- 8) The Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, availability of materials and obtain all necessary informations as to risks, contingencies and other circumstances which may influence or affect their tender.
- 9) Tenderers should ensure that their tenders are submitted before the date and time specified above.

- 10) Tenderers are requested to put their firm's signature on each page of the tender documents as a token of acceptance.
- 11) Contractors should fill in all the relevant blanks and put their signature in the relevant places indicated in the documents.
- 12) It will be obligatory on the part of the Tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.
- 13) The contractors should **quote in figures as well as in words the rate, and amount tendered by them.** The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, taxes, cess, fees, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties, etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
- 14) The Schedule of Quantities should be filled as follows:
 - a. The "Rate" Column to be legibly filled in ink in both figures and words.
 - b. 'Amount' column to be filled for each item and the total amount for each trade to be given.
 - c. All corrections to be initialed.
 - d. Contractor's signature to be put on each page of the Schedule of quantities and in the "Abstract Sheet".
 - e. The "Amount" column for alternative items for which the quantities are mentioned should be filled up.
 - f. The "Rate" column for "Rate only" items should be filled up.

Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.
- 15) No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Structural Engineer/ Bank.
- 16) Tender shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

- 17) Earnest money accompanying the tender will be accepted only in the form of Crossed Demand Draft on any of the nationalized Banks/ state bank drawn in favour of "**Canara bank, Circle Office**", **Delhi payable at Delhi** & not in favour of any other authority. Any tender, which is not accompanied by Earnest Money Deposit in the form of DD, shall be summarily rejected.
- 18) The EMD of the contractor whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter. The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of accepted tender including the Earnest Money as detailed in General Conditions of the Contract.
- 19) The technical bid of the Sealed Envelopes shall be **opened at the specified time** in the presence of the tenderer's accredited representatives if they desire to attend.
- 20) The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
- 21) The Contractor is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Bank at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform the Bank in writing at least 5 days before the scheduled date of opening. No claim will be allowed in respect of errors in the Contractors tender due to any mistake in the Schedule of Quantities, which should have been but was not rectified in the manner described above.
- 22) The articles of Agreement should not be filled. This will be done at the time the contract is awarded, in the case of the successful tenderer only.
- 23) Rate in words will be taken in precedence over rate in figures. If the amount of an item does not tally with the rate quoted in words, the rate shall be taken as correct.

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

- 24) Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 days from the date of the opening of tenders. EMD of unsuccessful tenderers will be refunded without any interest.

- 25) If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- 26) A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a Tenderer implies that he has read this notice and all other Tender/contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.
- 27) All the parts of this tender documents ie Tender Notice, General rules and Instructions to tenderers, offer letter ,General conditions of contract, Special conditions , Appendices, technical specifications , drawings, schedule of quantities shall form a part of the contract document.
- 28) The Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the supplier and the Employer.
- 29) On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.
- 30) The Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.
- 31) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 32) Contractors are requested to note that non-compliance of the above instructions is liable to render their Tender non-bonafide.

**ASSISTANT GENERAL MANAGER
PREMISES & ESTATE SECTION,
CIRCLE OFFICE,
NEW DELHI**

OFFER LETTER FROM THE TENDERER TO THE BANK

The Assistant General Manager,
Canara Bank,
Premises & Estate Section, Circle office,
Delhi

Name of work: "Structural repairs and restoration work of Canara Bank building at H 12, Connaught place, Delhi".
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Dear Sir,

I/We have read and examined the Notice Inviting Tender. Schedules, Specifications Applicable and General Rules and Instructions, General Conditions of Contract, Special conditions, Appendix, Technical specifications, Schedule of quantities and all other documents referred to in this Documents and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Employer within the time specified at the rates specified in the attached Price Schedule of quantities viz., schedule of quantities and in accordance in all respects with the tender documents and in all respects in accordance with, such conditions so far as applicable.

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

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

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

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

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

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

Dated the:day of 2017

Witness,
Full Postal Address including

1).

2).

Signature of Contractor
Name&address:

Pin Code NO. & Telephone NO.

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

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

Employer or Bank: The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by The Asst General Manager/DIVISIONAL MANAGER, PREMISES & ESTATE SECTION, CIRCLE OFFICE DELHI and any of its employees or representative authorised on their behalf.

Structural Engineers: The term "Structural Engineers" shall mean
.....or in the event of his/their ceasing to be the Structural Engineers for the purpose of this contract such other person/s the Employer shall nominate for the purpose.

- i) **Site Engineer:** The term "Site Engineer" shall mean authorised Engineer appointed by Structural Engineer or Bank for day-to-day supervision of works at site as per tender terms.
- ii) **Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.
- iii) **Site:** The "site" shall mean the Canara Bank building at H 12, Connaught place, Delhi where the where the water proofing works are to be carried out.
- iv) **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Bank's Engineer / Structural Engineer during the execution of the work.

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

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

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

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

2. BRIEF DETAILS OF WORK:

Brief procedure to be followed for some of the specialized items to be executed are provided here with:

2.1. Repair of cracks in beams, slabs and columns etc. by epoxy grouting:

- a. Cleaning of the surface to remove all loose laitance by mechanical or manual means as required on site, in the vicinity of the cracks.
- b. Cutting of the geometrical shape groove (1:2) - width : depth, by controlled method by saw cut, for creating mechanical anchorage to the filler material.
- c. Filling the groove with Polymer Modified Mortar in the cut groove before further applications.
- d. Fixing of Non return Valve packers in the filled up and cured filler material complete, after drilling the hole up to required depth, and flushing Packers to resist stresses developed while pressure grouting.
- e. Injection of Low Viscous Structural Polyurethane /Low Viscous Epoxy of approved make or equivalent till refusal so as to fill all the cracks/joints/pinholes/honeycomb etc. to bring structure in Monolithic shape and form, to act as single member for load transfer and behavioral effects.
- f. Allowing the injected material to cure for its optimum technical properties.
- g. Removal of detachable part of the packer and profiling same to flush at the level of concrete or as Instructed.

2.2. Strengthening of structural elements by epoxy injection grouting

- a. Providing & laying low viscous epoxy conforming to **ASTM C881** or as applicable, Complete after Surface Preparation (removal of loose\unsound concrete by manually or mechanical means, without disturbing integrity of structural element by controlled dismantling\crippling etc), fixing of **NRV** packers of required sizes & depth (minimum depth to be 75 mm & minimum c/c spacing as 300 mm), after drilling holes of required sizes to fit the pores completely with its NRV arrangements & air blowing the drilled holes to remove all loose substance\debris.
- b. Packing the areas with Polymer Modified high strength repair mortar to stop loss of injected material.
- c. Injection of low viscous epoxy of approved make as per the manufactures specification with electrically driven injection machines with calibrated dial gauge to assess the pressure of injection

2.3. Strengthening of structural elements by Confinement by FRP wrapping

- a. Chipping of the plaster on the RCC element with mechanical or manual means as required on site to reach the RCC substrata for further application of strengthening system.
- b. Rounding of the edges/corners minimum 10-15 mm with grinder or as required on site to avoid stresses developed on the FRP composites used for structural strengthening.

- c. Grinding of the dismantled plastered, to level the surface to avoid any undulation and pointing of stresses towards the entire confinement by the wrap.
- d. Cleaning of the grinded surface by mechanical or manual means, to remove all loose laitance/dust etc. strictly for bonding of the epoxies to be used.
- e. Leveling of the surface by High Strength Epoxy Mortar of approved make in required thickness to level the required surface, and making it free from the pin holes/honeycomb/cracks etc as per the manufacturers specification or strictly as per the instruction of engineers in-charge.
- f. Allowing curing for 1 day, the finished leveled surface with high strength epoxy with required compressive/ Flexural/ Tensile behavior.
- g. Application of Primer of approved make over the cured epoxy mortar at following coverage or strictly as per the manufacturer's specification for bonding of the epoxy saturant for further applications & allowing it to cure for 24 hours for proper impregnation of the primer.
- h. Application of saturant of approved make over the cured primer in one coat for wrapping of the FRP and holding it in position, strictly as per the manufacturers specification and with the following coverage.
- i. Application and Wrapping up of FRP of 400 GSM or Equivalent at the required/designated places of the beam with engineer with required lap or strictly as per the instruction of proper anchorage of 500 mm on both the Sides of slabs for confinement, with 75-100 mm lap of vertical as well as circumferential joint.
- j. Application of saturant over the carbon wrapping to soak each strands of fibre to make it FRP confinement with entire soaked fibers
- k. Simultaneously spraying of the silica/quartz sand on the top tacky saturant to give mechanical anchorage for plaster to the confined and strengthened surface.

2.5 Strengthening Structural Elements by cement injection grouting.

- a. Providing and laying cement slurry conforming to **IS 9103\IS2645** or as applicable, complete after surface preparation (removal of loose\unsound concrete by manually or mechanical means, without disturbing integrity of structural element by controlled dismantling\crippling etc), Fixing of nozzles of required sizes & depth (minimum depth of 75 mm & c/c spacing varying from 0.75 M to 1.2 M c/c) after drilling holes of required sizes to fix nozzles & packing of excess dia. of holes with instant plugging mortar or as required after air blower operation to remove all loose substance\ debris.
- b. Packing the areas with Polymer Modified high strength repair mortar to stop loss of injected material.
- c. Injections of cement slurry in required consistency (1:1 to 1:5-cement : water) admixed with non shrink grouting polymeric cement & latex of approved make as per the manufactures, recommendation by manually operated injection pumps, so as not exceed pressure by 7Kg./cm².

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make them self thoroughly acquainted with the local site condition, nature and requirements of the works, availability of specified materials in the tender, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties, including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer/Structural Engineers might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

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

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

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

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

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

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

The Employer has power to add /to omit any work, reduce the scope of the works as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing. No claims are

entertained / permissible due to such actions of the bank, but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

5. AGREEMENT

The successful contractor shall sign a Contract Agreement as per enclosed Appendix 5 shall pay for all stamps and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond as per Appendix 8, Guarantee Certificates for specialized works in stamp papers as per Bank's approved proformas.

6a. PERMITS AND LICENCES

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

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

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

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

6b. GOVERNMENT AND LOCAL RULES

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

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable. **No tax is**

payable extra including service tax. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.

8. QUANTITY OF WORK TO BE EXECUTED

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

9. OTHER PERSONS ENGAGED BY THE EMPLOYER

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

10. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

The tenderer will have to deposit the amount specified in the Tender Notice at the time of submission of tender as Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. Appendix-1 may be referred. The initial Security Deposit will not yield any interest & shall be held by the Bank till the end of the Defect Liability period.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the **total security deposit**, i.e., the initial Security Deposit plus the retention money equals:

- a) 10% on the first rupees one lakh of the tendered cost of work.
- b) 7.5% on the next rupees one lakh of the tendered cost of work
- c) 5% on the remaining amount of the tendered cost of work.

The retention amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of defects liability period provided he has satisfactorily

carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

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

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

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

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

12.1 Time of completion: The entire work is to be completed in all respects within the stipulated period stated in the **Appendix-1**. The work shall deemed to be commenced on the **seventh day** from the date of work order or date of

handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

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

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

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

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

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

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

15. LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

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

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

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

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

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

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

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

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

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

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such

authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

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

18. CLEARING SITE AND SETTING OUT WORKS

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

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

19. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

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

20. ACCESS

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

21. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS

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

Employer/Structural Engineers during the execution of the work, and to his entire satisfaction.

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

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Structural Engineers may direct and shall protect from injury all work when in course of execution. Any damage during constructions, to any part of the work, for any reasons, due to rain, storm, or neglect of contractor, shall be rectified by the contractor, in an approved manner at no extra cost.

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

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

The contractor has to maintain proper register for material brought to site, material consumed per day and balance available all tallied. Site order register recording the day to day progress of work, hindrance if any, is to be made available to the bank's authorized officials. Measurement book on site is to be made available all the time.

22. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Structural Engineers are not in accordance with specifications of instruction, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Structural Engineers shall be borne by the

contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given by the Structural Engineers, shall relieve the contractor from his liability in respect of unsound work or bad materials.

23. SITE ENGINEER

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

The work will from time to time be examined by the Structural Engineers, Engineer from the Premises Department of the Employer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Structural Engineers/Employer.

24. CONTRACTOR'S EMPLOYEES

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

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

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

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

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

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

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

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

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

25. DISMISSAL OF WORKMAN

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

26. ASSIGNMENT

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

27. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this

contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. **The contractor shall submit an indemnity bond in Bank's approved proforma (enclosed under Appendix-8) in a stamp paper. Indemnify the Bank / Structural Engineer from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.**

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

The contractor shall affect the necessary insurance and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected **jointly in the name of the contractor and the Employer and the policy lodged with the latter.** The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage.

The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

28. INSURANCE

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

Contractors and deposit such policy or policies with the Employer with 21 (twenty days) days from the date of issuing the work order.

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

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

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

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

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

29. ACCOUNTS RECEIPTS & VOUCHERS

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

30. MEASUREMENTS

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

31. PAYMENTS

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

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

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

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

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer

under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. In all the above the **Appendix 2,3,4** shall be followed.

32. FINAL PAYMENT

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

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

35. VARIATION / DEVIATION

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

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

36. SUBSTITUTION

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

37. COMPLETION OF WORK

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures etc of all paint/polish/distemper splashes/dirt/dust etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Structural Engineer/Employer in writing that he has completed the work and it is ready for inspection.

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

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

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

38. DEFECTS AFTER COMPLETION

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

39. CONCEALED WORK

The contractor shall give due notice to the Employer/Structural Engineers whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Structural Engineer be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which

cannot be conveniently tested or checked, the notes of the Employer/Structural Engineers shall be accepted as correct and binding on the contractor.

40. IDLE LABOUR

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

41. SUSPENSION OF WORK

If the Contractor:

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

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

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

prescribe, the Employer may proceed as provided in clause 42 (Termination of Contract by Employer).

42. TERMINATION OF CONTRACT BY EMPLOYER

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

contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

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

43. CLAUSE- RELATIVES

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

44. CLAUSE- RETIRED EMPLOYEES

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

45. ARBITRATION

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

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a

panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

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

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

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

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

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

Signature of the Tenderer/Contractor
With name and address

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

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

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

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

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

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

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

Please note that the existing passenger lifts will not be permitted for shifting of materials, debris etc. It is advised to erect a separate hoist machine for the purpose of undertaking the shifting of material, debris. The rate quoted should be inclusive of hiring such machinery and no extra claim in this regard is permitted.

3. STATUTORY PERMISSIONS

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

inspection reports issued by the concerned authority.

4. INTERPRETATION OF TERMS:

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

5. ORDER OF WORK:

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

6. QUALITY OF MATERIALS AND WORKS:

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

7. SAMPLES:

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

8. WORKMANSHIP:

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

9. REJECTED WORKMANSHIP OR MATERIALS:

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

All materials / or workmanship which in the opinion of the Bank are / is defective/ under specifications or un-suitable, shall be removed immediately from the site and shall be substituted with proper material and / or workmanship forth with as per drawings, requirements and as per approval / directions of the Bank.

10. DISCREPANCIES:

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

- ❖ In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
 - Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.

- ❖ In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference will be observed.
 - Description in Schedule of Quantities.
 - Technical specifications
 - Particular Specifications.
 - CPWD specifications
 - Indian Standard Specifications of B.I.S.
 - Drawings.
 - Special condition.

- ❖ In case of difference between the rates written in figures and the rate in words shall prevail.
 - Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as authenticated.

- ❖ In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration , decision shall be considered as authentic.
 - The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

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

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

12. WATER:

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

13. ELECTRICITY:

Contractor has the liberty to make use of electricity connection existing in the building for any needs related to the work. Necessary arrangement to draw the power from source to destination is the responsibility of contractor at his own cost and material. However, arrangements have to be made by the contractor for alternate source of electricity in case of power shutdown by the electricity board. No delay in this case is permissible for breakdown of the work as per schedule.

14. SAFETY AND HEALTH REGULATIONS: The contractor shall execute the works by following all safety rules, procedures including the SAFETY CODE detailed in Appendix 6. All Health regulations as per Appendix-7 and in force shall be strictly complied by the contractor and pay all necessary charges.

Should it appear to the Bank that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules1998, AND, Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the Bank shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice.

A. SECURITY and PROTECTION:

- (i) The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, woodwork and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The contractor shall at his cost protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Bank at completion. Before possession, the Contractor must see that all doors, windows, and ventilators, etc., work easily and shall make all necessary adjustments.

15. INDEMNITY BOND:

Contractor shall sign an Indemnity Bond in an approved format as per Appendix 8 before starting the work, indemnifying the Bank and the Structural Engineer from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

16. INCOME TAX DEDUCTIONS/ other statutory deductions:

Appropriate deduction as per relevant Income Tax & works contract tax(VAT) Rules applicable at the time shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted to the respective tax authorities.

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

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

18. CONTRACTOR TO ASSIST BANK AND SITE ENGINEER FOR INSPECTIONS TAKING MEASUREMENTS:

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

- d) The contractor or his representative shall provide all the assistance for the and accompany the Banks representative/ site engineer for carrying out the inspections of the work.

19. SERVICE AND ADVICE BY CONTRACTOR TO EMPLOYER:

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

20. NO OVER LOADING OF SLABS:

Floors of buildings under construction shall not be loaded by stacks or materials during construction without the prior approval of the Bank. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and at no time must be load placed upon them exceed the load for which they are designed.

21. ALTERNATIVE ITEMS:

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

22. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP: Measurements of all items of work including extra items, if any, such as, work in foundations, including excavations, plinth filling, masonry concrete etc., steel in all R.C.C. works, pipes to be encased etc., shall be got recorded from the authorized banks representative by the contractor before they are covered up. Immediately the work is ready for measurements, contractors will give specific notice to Bank for recording the measurements; the Contractor will refer the matter to the Bank for instructions, but in no case shall cover up the work without his permission.

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

24. GUARANTEE FOR WORKS: the contractor has to provide guarantee for the entire work executed for a period of five years from the date of handover of site in part/complete as per the IBA standard format suitably modified for this work.

25. APPROVED MAKE OF MATERIALS

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

26. ESCALATION:

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

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

27. CORDINATION OF WORKS

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

Signature of the Tenderer/Contractor
With name and address

APPENDIX-1

IMPORTANT TERMS

- | | | |
|----|--|---|
| 1 | Period of Completion | : 60 days |
| 2 | Defects Liability Period (DLP) | : One year from the date of Completion of work unless otherwise specified. |
| 3 | Date of Commencement | : Seventh day from the date of work order |
| 4 | Liquidated Damages for Delay | : As mentioned in the Clause no.15 |
| 5 | Period of final measurement | : 15 (Fifteen) days. |
| 6 | Value of work for claiming the Interim Bills | : Minimum of Rs.5.00 lakh based on the accepted measurements . |
| 7 | Period of honouring interim Certificate | : 15days from the date of receipt of bill based on accepted measurements. |
| 8 | Period of honouring Final Certificate | : 30 (Thirty days) from the date of receipt of bill based on accepted measurements. |
| 9 | Retention Money | : 8% of Interim Bill amount subject to the limit specified in the tender. |
| 10 | Total Security Deposit (Maximum) | : As per clause no. 11 of General conditions |
| 11 | Initial Security Deposit | : 2% of accepted tendered sum including EMD |

SIGNATURE OF THE CONTRACTOR

APPENDIX-2

RUNNING BILL FORMAT

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

Note: i) if part rate is allowed for any item, it should be indicated with reasons

ii) if ad-hoc payment is made, it should be mentioned specially.

Signature of the Contractor

APPENDIX -3

MEMORANDUM FOR PAYMENT

RUNNING BILL NO. _____

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

DEDUCTIONS

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

Net amount payable as per contract (E-F) Rs. _____

(Rupees _____) in words.

APPENDIX- 4

CERTIFICATE

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

Signature of Contractor

Signature of
Site Engineer.

Sig. of Structural Engineer

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

Signature of Structural Engineer

Date:

Place:

STATUTORY DEDUCTIONS:

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

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

Signature of the Employer

Date: _____

APPENDIX-5

CONTRACT AGREEMENT FORMAT

This agreement made on this _____ day of the month of ____ in the year two thousand seventeen (____. **2017**) BETWEEN, **Canara Bank** a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore-560 002, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART ;

AND

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

WHEREAS THE Bank is desirous of undertaking theand has accepted the tender opened on _____,2017 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,

a) Notice inviting Tender

b) The Tender Document comprising Tender Notice, Eligibility criteria, General rules & Instruction to tenderers, offer letter from tenderer to the bank, General Conditions of the Contract, Special; conditions , Appendix 1 to 8, Priced schedule of quantities.

c) Corrigendum to tender document if any.

e) Letter from contractor dt. _____ in response to the negotiation meeting discussions held on _____

f) Letter of Acceptance issued to contractor by Bank – letter No._____ DT _____.

g) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

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

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

For & on behalf of the
Contractor with seal

For & on behalf of the
Canara Bank with seal

APPENDIX -6 **SAFETY CODE**

SCAFFOLDS

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

Other Safety Measures

- vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- ix) The contractor shall take all measures on site of the work to protect the public from accidents and shall be bound to bear the expenses of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the precautions and to pay any such persons or which may with the consent of contractor, be paid to compromise any claim by any such person.

Demolition

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

Personal Safety Equipments

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with

products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.

- g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- h) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- i) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- j) When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions.

1. (a) These shall be of good mechanical constructions, sound materials and adequate strength and free from patent defect and shall be kept in good working condition with necessary preventive maintenance
(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be anchorage of any hoisting machine including any scaffolding without signals to operator.
3. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
4. In case of department machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

- a) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduced to minimum of risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- b) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided near the place of work.

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

Notwithstanding the above clause from (i) to (xv), there is nothing in these to attempt the contractor from the operation of any other Act or Rule in force in the Republic of India.

Witness

Signature of Contractor
Address:

APPENDIX - 7

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTOR

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of the Bank in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work, on any day during the period, during which the contract work is in progress.

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150-contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment: -
 - a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment: -
 1. 6 small sterilised dressings.
 2. 3 medium size sterilised dressings.
 3. 3 large size sterilised dressings.
 4. 3 large sterilised burn dressings.
 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine
 6. 1 (30ml) bottle containing salvolatile having the dose and mode of Administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice, Service and Labour Institute, Government of India.
 11. 1 Bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution
 - b) For workplaces in which the number of contract labour exceeds 50- Each first-aid- box shall contain the following equipment.
 1. 12 small sterilised dressing.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.

4. 6 large size sterilised burn dressings.
5. 6 (15-gms.) packets sterilised cotton wool.
6. 1 (60 ml.) bottle containing two percent alcoholic solution iodine.
7. 1 (60-ml.) bottle containing salvolite latile having the dose
And mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair of scissors.
12. 1 copy of the first-aid leaflet issued by the Director General
Factory Advice Service and Labour Institute/ Government
of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- iii) Adequate arrangements shall be made for immediate
recoupment of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the First-
aid box.
- v) The first-aid box shall be kept in charge of a responsible person
who shall always be readily available during the working hours at the work
place.
- vi) A person in charge of the first-aid box shall be a person trained in First-Aid
reatment, at the work places where the number of contract labour
employed is 150 or more.
- vii) Where work places are situated in places, which are not towns or cities, a
suitable motor transport shall be kept readily available or necessary
arrangements shall be made to carry injured person or person suddenly
taken ill to the nearest hospital.

4. DRINKING WATER

- i) In every work place, there shall be provided and maintained, at suitable
places, easily accessible to labour, a sufficient supply of cold water fit for
drinking.
- ii) Where drinking water is obtained from an intermittent public water supply,
each work place shall be provided with storage where such drinking water
shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet
from ny latrine drain or other source of pollution.

5. WASHING FACILITIES

- i) In every work place adequate and suitable facilities for washing shall be
provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of
male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean
and
hygienic condition.

6. LATRINES AND URINALS

- i) Latrines shall be provided in every work place on the following scale namely:-
 - a) Where female are employed there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males.
Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.
- iv)
 - a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
 - b) The notice shall also bear the figure of a man or a woman, as the case may be.
- v) There shall be at least one urinal for upto 50 number of male workers and one for upto 50 number of female workers employed at a time, provided that where the number of male or female workers, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females, upto the first 500 and one for every 100 or part thereafter.
- vi)
 - a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn to manure).
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq. m. (6 sft.) per head. Provided that the bank may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a playroom for the children and the other as their bedroom. The rooms shall be constructed with requisite specifications.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bedroom.
- iv) The contractor shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Bank including the filling-up of any borrow pits which may have been dug by him.

10. The contractor shall ensure that at the construction site of The Building or other construction work, adequate safety measures are taken to protect The Building workers against any accident etc. The adequate safety measures in conformity with the provisions of Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 should be provided in addition to the safety measures laid down hereunder: In case of any discrepancy, the safety measures as per Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 shall supercede.

11. Notwithstanding the provisions made above, the contractor shall be liable for levy of any penalty in case he fails to meet the requirements of The Building and Other Construction Workers (Regulation of Employment and condition of service) Act, 1996 and The Building and Other Construction

Workers (Regulation of Employment and condition of service) Central Rules 1998.

12. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

13. AMENDMENTS

Bank may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty, which may arise in the administration thereof.

APPENDIX – 8
INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at Bangalore on this _____ day of _____ month of year two thousand and seventeen **(2017)** By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged ____ years, son of Sri _____, residing at _____..

In favour of

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

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

Whereas My company was shortlisted for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of has been awarded in our favour by Canara Bank, Head office vide their letter

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

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement **dt.** _____ and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect ofand referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank & its Structural Engineer from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work **for which I shall be solely responsible.**

Signature of Contractor with seal

SCHEDULE OF QUANTITIES – PRICE BID

(Submit this price bid strictly as per this prescribed format as downloaded /as issued in a separate sealed envelope - Second envelope)

S.No	Description of Items	Qty.	Per	Rate (Rs.)	Amt (Rs.)	Remarks
1.	Providing and fixing Strong Structural Support System (Double Scaffolding System Cup Lock Type) up to 5.0 meter storey height made with Minimum 40 mm dia. MS Clamp and MS Stair Case if required. The Structural Support System would be dismantled, re - erected and reused within complex on repetitive basis.	100 Sq. M for 60 days	Sq. M Per Month			As per requirement at site
2.	Strengthening Structural Elements by Cement Injection Grouting including providing and fixing nozzle.	300	Sq.M			
3.	Strengthening of Structural Elements by Epoxy Injection Grouting including providing and fixing NRV packers. Epoxy should be of FOSROK/SIKA/BASF/ PAREX or equivalent.	400	Sq.M			PVC Nozzle to be fixed @ 1.00 m c/c
4.	Strengthening of Structural Elements by Fiber Reinforced Polymer (FRP) wrapping complete with providing and laying 400 GSM and leveling with polymer modified / epoxy mortar and finishing with dry sprinkle of silica sand .	200	Sq.M			Carbon Fiber should be of M/s ZOLTEK/HINDUSTAN FIBERS or Equivalent with overlapping of 50 mm.
5.	Providing and laying Self Compacting Concrete of M35 Grade using Super Plasticizers including shuttering, shear connectors complete in columns, beams slabs and shear walls etc. Provide a suitable coat of FOSROK/PIDILITE or equivalent at junction of old and new concrete for proper jointing as per the instruction of structural engineer	5	Cum			

6.	Providing and laying Micro Concrete of Minimum Grade M50 including shuttering and shear connectors complete in columns and beams Provide a suitable coat of FOSROC/PIDILITE or equivalent at junction of old and new concrete for proper jointing as per the instruction of structural engineer	2	Cum			
7.	Steel Reinforcement straightening, cutting, bending, welding, placing in positioning, and binding all	1000	Kg			
8.	Rebaring using compound of Hilti or equivalent of dia. 10mm and 12mm.	25 Nos.	Each			
9.	Repairing of structural cracks after widening of the crack by making 'V' groove, fixing of NRV (Non Return Valve) packers at 300 mm c/c over the running length of the crack, injecting low viscous non shrink epoxy of approved make and brand (Sealboss/ BASF/ Sika/ Fosroc) conforming to ASTM- C881 in beams, slabs and columns etc.	25	R. M			
10.	Strengthening of honeycombed portions by providing and laying polymer modified mortar /high strength mortar conforming to ASTM - C 1107 or equivalent, over and above surface prepared and application of bonding agent for better anchorage using cement based polymer modified mortar complete after injection grouting of non shrink cement / epoxy.	10	Sq. M			Acrylic polymer should be of FOSROC/BASF or equivalent.
11.	Restoring cover to the exposed reinforcement by providing and laying polymer modified mortar /high strength mortar conforming to ASTM - C 1107 or equivalent, over and above surface prepared, followed by application of Zinc rich primer all across the exposed section of the reinforcement, allowing it to cure and application of bonding agent for better anchorage using cement based polymer modified mortar.	5	Sq. M			Zinc. rich primer should be of FOSROC /BASF or equivalent

12.	Repairing of portions affected by dampness by removal of plaster, fixing of nozzles at 0.75m c/c grid format, polymer cement slurry injection, water proofing with poly urea poly urethane and providing and laying cement sand rich plaster.	4	Sq. M			Poly urethane should confirm to ASTM C 836 and should be of M/s SEALBOSS or equivalent.
13.	Repairing of nonstructural cracks with polymer cement slurry and repairing the same with polymer modified mortar complete.	5	Running meter			
	(Rupees Only)					

(Signature)