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CIVIL REPAIR AND RENOVATION WORKS OF CANARA BANK AT 26-A FORT PM ROAD,  
FORT, MUMBAI

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NOTICE TYPE : DOMESTIC TENDER NOTICE

AUTHORITY TYPE : PUBLIC SECTOR BANK

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**ISSUED BY**  
CANARA BANK, CIRCLE OFFICE  
GENERAL ADMINISTRATION SECTION  
2<sup>ND</sup> FLOOR, B WING, G BLOCK ,  
CANARA BANK COMPLEX, BKC, MUMBAI  
e-mail: [premisescomcity@canarabank.com](mailto:premisescomcity@canarabank.com);  
[emcomcity@canarabank.com](mailto:emcomcity@canarabank.com)

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**NOTICE INVITING TENDERS**

Canara Bank, General Administration Section, Circle Office, Mumbai invites item rate sealed tenders from eligible & experienced Firms / Companies in "TWO BID CONCEPT" for the **CIVIL REPAIR AND RENOVATIONWORKS TO BE CARRIED OUT AT CANARA BANK, 26-A SIR FORT P.M. ROAD MUMBAI.**

Details of the Tender:

Name of the Work	<b><u>CIVIL REPAIR AND RENOVATION WORKS AT CANARA BANK, 26-A SIR FORT PM ROAD MUMBAI</u></b>
Tender Ref. No.	<b><u>RFP- 155/MCEM/2023-24</u></b>
Location of Work	26-A SIR FORT PM ROAD MUMBAI
Estimated cost of the works	Rs.75.95 Lakh
Earnest Money deposit	Rs.75,000/- by way of Demand Draft of a Scheduled Bank drawn in favour of Canara Bank payable at Mumbai.
Issue of tender document	09.01.2024
Last date of submission of pre-bid queries	19.01.2024 till 3.00pm
Pre-bid meeting	19.01.2024 at 3.30 pm
Last date of submission of Tender	29.01.2024 on or before 3.00 pm
Opening of Technical bids	29.01.2024 at 3.30 pm
Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.
Period of completion	120 Days from the date of issue of work order
Tender documents ( soft copy )	Can be downloaded free of cost from Canara Bank's web site & Central Public Procurement (CPP) portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> from 09.01.2024 till last date of submission <a href="https://canarabank.com/english/announcements/">https://canarabank.com/english/announcements/</a> & <a href="http://eprocure.gov.in">https://eprocure.gov.in</a>
Last date and time for submission of the tender	Sealed envelopes to be submitted on or before 29.01.2024 by 3.00PM to the office of: The Assistant General Manager, Canara Bank, General Administration Section, Circle Office, Mumbai, 2 <sup>nd</sup> Floor, B Wing, C-14 , G BLOCK, BANDRA KURLA COMPLEX, MUMBAI-400051. Superscripted on envelope "Tender for Civil repair and renovation works at 26-A Sir Fort PM Road Mumbai" with two separate envelope inside clearly mentioning technical and financials Bid.

- 1) **Eligibility Criteria** : Contractors who fulfill the following requirements are eligible to apply. The Contractor/ Companies/ Agencies having established manufacturing facilities in the area of office type Civil works and who have executed such works are eligible to apply. The tenderer should not have been blacklisted by any organisation / institution and should submit a declaration on letter head confirming the same.

Sl.	Eligibility Criteria	Documents Required
1	The contractor should be registered with CPWD-or State PWD or MES or Railways or such other Government organizations or Registered in Public sector units or Public sector Bank's or Financial Institutions or Reputed Corporate companies, MNC's, IT companies as a Civil works contractor.	A copy of valid registration certificate from respective authorities.  <b>Joint Ventures are not permitted.</b>
2	The Contractor should have minimum of <b>05 (Five)</b> years' experience in the relevant field as on 31.03.2023.	Copy of Registration of the Firm or Copy of incorporation.
3	Bidder should have a minimum of <b>₹ 200 lakhs</b> annual average turnover during last three financial years. i.e. 2020-21, 2021-22, 2022-23 from the civil works related business. Contractor have to submit CA certified copy of turnover.	Audited balance sheet and P&L account for the years mentioned and certificate from the Chartered Accountant.
4	The Tenderer should have executed any of the following work in a <b>single contract</b> during the last Seven (7) years ending with <b>31.03.2023</b> for at least,  One (1) similar work costing <b>Rs.60.00 lacs</b> <b>OR</b> Two (2) similar works each costing <b>Rs.45.00 lacs</b> <b>OR</b> Three (3) similar works each costing <b>Rs. 30.00 Lacs</b> <b>*Note - Amount mentioned are excluding GST.</b>	Satisfactory work completion certificates from clients <b>(preferably from Government Departments /Public Sector Undertaking/center autonomous bodies/state autonomous bodies)</b> clearly indicating the cost and nature of works executed (Please refer to similar works). In case of consolidated completion certificates, split up details certified by the client/ project consultant is to be enclosed.
	<b>Similar works means civil repair and renovation work at multi stored buildings having minimum 5 storey</b>	
5	The contractor must have valid GST registration, PAN number, Company Registration, EPF Registration, Labor insurance Copies., Ownership Document, Class Registration Certificate,	Copy of the GST registration certificate and copy of PAN card. In case the firm/company etc. is not having G.S.T number, contractor should apply for G.S.T number and submit a copy for the acknowledgement form along with a declaration for having applied for G.S.T registration.  Shortlisted vendor must submit GST

		number before commencement of work. MSE FIRMS MUST SUBMIT THEIR UDHYOG AADHARCERTIFICATE
6	The Contractor should have their representative office in MUMBAI for operational convenience	Details of organization chart proposed for this project. Copies of the registration certificate and PAN card copy shall be enclosed.

- 2) Tender documents can be downloaded only from the Banks & Central Public Procurement (CPP) portal [www.eprocure.gov.in](http://www.eprocure.gov.in) website free of cost. The Tender documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) in two separate books (i.e. Technical bid and Financial bid) and submitted as detailed in clause 10 below.
- 3) Tender documents consists of Notice Inviting the Tender ( NIT ), Eligibility criteria, General rules and Directions to Tenderers, Schedules A to F, Conditions of contract, Clauses of Contract, Special conditions, Technical specifications, Safety code, Model rules for protection of Health & sanitary arrangements, List of preferred makes, **Annexures 1 to 20**, Schedule of Quantity(SOQ).
- 4) Tenders shall be on prescribed Form for item rate tenders as issued by the Bank / hosted by the Bank in website & Central Public Procurement (CPP) portal [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 5) The site is ready for commencement of works.
- 6) Nature of the document: **TWO BID CONCEPT**. This Tender document comprises of the following :
  - A. TECHNICAL BID: (first envelope)** consisting of following should be hardbound/spiral bound and submitted as in **Sl. No. 8 & 9** below in a separate envelope-
    - a) EMD - Earnest Money Deposit
    - b) Notice inviting tender(NIT).
    - c) General Rules & directions to contractor.
    - d) Schedules.
    - e) Conditions of contract.
    - f) Clauses of contract.
    - g) Special conditions
    - h) Safety code.
    - i) Model rules for protection of health and sanitary arrangements for workers employed by contractors.
    - j) Technical specifications and list of approved makes for CIVILworks.
    - k) Annexures 1 to 20.
    - l) Tender Drawings.
  - B.FINANCIAL BID (second envelope):** Schedule of quantity (SOQ). Financial bid should be hardbound / spiral bound and submitted in separate envelop as in **Sl. No. 8 & 9** below.

## 7) Submission and opening of Tenders:

- a) Tenders on prescribed form should be placed in two envelopes one sealed envelope consisting of **“Technical bid”** duly super scribed as **“Technical bid”** and other sealed envelope consisting **“Financial bid”** duly super scribed as **“Financial Bid”** and both envelopes shall be kept in one bigger sealed single envelope, with the name of work, Name of Tenderer and due date written on the envelopes.

Sealed Tenders shall be addressed to The Assistant General Manager, Canara Bank, General Administration Section, Circle Office, Mumbai, 2<sup>nd</sup> Floor, B Wing, C-14, G BLOCK, BANDRA KURLA COMPLEX, MUMBAI - 400051. Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address.

- a) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender. The first part of tenders i.e. Technical bid will be opened on the same day at location of tender submission.
  - b) Technical bids will be evaluated based on the Bank's eligibility criteria's. Wherever contractors /agencies are submitting consolidated completion certificates, then the Bank may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria's. Bank's decision in this regard is final and shall be binding on all.
  - c) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and freak rate analysis. Bank's reserves rights of accepting any and all the financial bids.
- 8) The tender shall be accompanied by earnest money deposit of **Rs.75,000/- (Rupees Seventy Five thousand only)** by way of Demand Draft of a Scheduled commercial Bank issued in favour of **Canara Bank, payable at Mumbai**. EMD can also be submitted by way of irrevocable Bank guarantee from scheduled commercial Bank other than Canara Bank valid for **180 days with claim period of 60 days** in the format prescribed by the Bank. **EMD shall be submitted with the Technical bid only and should be kept along with cover containing the Technical bids.**

**Submission of EMD in form of Fixed Deposit or in any other form, other than Demand Draft or Bank Guarantee, is not acceptable and tenders with such EMD shall be rejected.**

No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, contractors / agencies should submit exemption certificate issued from the relevant authorities.

- 9) Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned Office of the Bank.
- 10) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.
- 11) **The tenderer shall be responsible for arranging and maintaining at his own cost all materials, labour, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.**
- 12) Canara Bank reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 13) The tender for the works shall remain open for acceptance for a period of **120 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- 14) This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 15 days from the date of acceptance letter.
- 15) Canara Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the tenderer or are incomplete in any respect are liable to be rejected.
- 16) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 17) **Pre bid queries and clarification to Tender:**  
The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page

Number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to [emcomcity@canarabank.com](mailto:emcomcity@canarabank.com) and the pre bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to The Assistant General Manager, Canara Bank, General Administration Section, Circle Office, 2<sup>nd</sup> Floor, B Wing, C-14 , G BLOCK, BANDRA KURLA COMPLEX, MUMBAI-400051. by the intending tenderers before 2:00 PM on 11.09.2023. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre- bid meeting.

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

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

Date	Time	Venue
19.01.2024	3.30PM	Canara Bank, General Administration Section, Circle Office, 2 <sup>nd</sup> Floor, B Wing, C-14 , G BLOCK, BANDRA KURLA COMPLEX, MUMBAI-400051

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

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

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

#### **20. Amendment to Tender document:**

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



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

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

**21. Brief details of the work:**

CIVIL REPAIR AND RENOVATION WORKS AT CANARA BANK, 26-A FORT P.M. ROAD ROAD, MUMBAI

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

**23. Running Bill payments:**

Running bills shall be considered subject to a minimum bill value of ₹ 10.00 lakhs (Rupees Ten lakhs only). All the bills shall be prepared by the contractor in the form prescribed by the Employer/Bank. The bills in proper forms must be duly accompanied by detailed measurements, supporting documents (Invoices) for procuring the raw materials like plywood, laminate, hardware, etc as per the approved list of materials in support of the quantities of work done and must show deductions for all previous payments, retention money, etc if any.

The Architect official shall issue a certificate after due scrutiny of the contractor's bills, joint verification of the measurements and inspection of quality of works executed on site.

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

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

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

the power of the Employer/Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

**24. FINAL PAYMENT:**

The Final Bill shall be accompanied by a "Completion of Certificate" from the Architect/Engineer in Charge of the Bank. Payments of final bill shall be made as per the procedure followed for running bills, after deduction of Retention Money as specified in relevant clauses which sum shall be refunded as stipulated in relevant clauses. Final bill should be submitted within 15 days of the final bill certification in proper bill format (Tax invoice). The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

Final bill payment will be made within the period of 30 (Thirty) working days after submission along with the certificate issued by the architect.

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

**Date: 09.01.2024**

**Assistant General Manager  
General Administration Section,  
Circle Office, MUMBAI**

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

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

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

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

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

3. Receipts for payments made on account of a work, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the printed prescribed form stating what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the same form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. Tenders shall have the name and number of the works to which they refer, written on the envelopes. Modifications to specifications, item description, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification of the tender.
5. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of **two or more Tenderers is same**, then such lowest **Tenderers** may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub-sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised quotedrates.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more **Tenderers** received in revised offer is again found to be equal **OR the tie is not resolved** then the lowest tender, among such

**Tenderers, shall be decided based on the following criteria in the same order of preference :**

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

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

In case of any such lowest **Tenderer** in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest **Tenderer** or case of refusal to submit revised offer by the lowest **Tenderers (tied amount)** shall be treated as withdrawal of his tender before acceptance and **50% of his earnest money shall be forfeited.**

In case all the lowest **Tenderers** those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after **forfeiting 50% of EMD of each lowest Tenderers.**

**Tenderer** whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

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

- (a) The rate(s) and/or amount(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty Paise as Rupee one.
  - (b) In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.
  - (c) The rate columns should be filled in English figures and English words.
  - (d) The rate and amount columns for alternative items, if any, shall be filled up but amounts shall not be added in the total. The amount of alternative items of which quantities are not mentioned shall not be filled.
7. In the case of any errors or omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.
8. All rates shall be quoted only on the tender form. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g., 'Rs.2.15p' and in case of words, the words, 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should be invariably be up to two decimal places. While quoting the rate in Schedule of quantities, the word 'only', should be written closely following the amount and it should not be written in the nextline.

All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialed and total of such c, i, o and ow on each page certified at the end of the page with grand total at the end of the bill / schedule of quantities. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

9. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted for consideration, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being disqualified and rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
10. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any one tender.
- 11.-----NA-----
12. The Tenderer shall take all necessary precautions to ensure that all confidential information which the Tenderer obtains in the course of participating in this Tender or at any time thereafter is not disclosed or used other than for the purpose of project execution / scope of work / deliverables. Tenderer shall suitably defend, indemnify Bank for any loss / damage suffered by Bank on account of and to the extent of any disclosure of such confidential information. Confidential information for this purpose refers to such information pertaining to Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain".
13. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.

14. The contractor whose tender is accepted shall be required to furnish by way of **Initial security** a sum which shall be equal to 2.0% (two percent) of the accepted value of the tender including the Earnest Money Deposit, within 7 (Seven) days of the date of issue of the letter of acceptance of his tender in form of Demand Draft payable to the Canara Bank. A further sum of 8% (eight percent) of the Gross value of each interim/final bill shall be deducted as retention money to make up, together with the Initial Security Deposit, a **total Security Deposit** equal to 10%.

In case the contractor wishes to provide the security deposit in form of Bank Guarantee, a Bank Guarantee of 10% of Contract amount including the Earnest Money Deposit, within 7 (Seven) days of the date of issue of the letter of acceptance of his tender as security deposit will be needed to be submitted. The duration of the Bank guarantee shall be for the duration of the contract period and defect liability period. In case of increase of duration of the project, the contractor is liable to provide the revised bank guarantee covering the extended period. The bank guarantee shall be acceptable **from any other Scheduled Bank other than Canara Bank** in the prescribed format.

**In case the successful tenderer fails to remit the Initial security deposit within the above stipulated time, the Earnest money deposit shall be forfeited.**

15. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected and / or the tenderer is liable for **additional security deposit** as demanded by the Employer in the form of Demand Draft or Bank guarantee from scheduled commercial Bank other than Canara Bank valid for contract period / smaller period (as decided by the Bank ) in the **format** prescribed by the Bank.
16. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer and / or Engineer-in-charge shall be communicated in writing to Employer.
17. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools and plant, lead, lift carriage and transport supervision, Royalties, duties, levies, cess and all taxes on material in respect of this contract, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport etc., complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.

Any other Tax, any royalties, duties, levies, cess, Entry Tax, octroi, Profession Tax, Turnover Tax or any other Tax or material in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. **GST on works contract on finished works wherever applicable shall be paid by Bank as per extant rules. All charges payable to local bodies for any service connections for construction purposes, land tax, etc., shall also be paid by the contractor and nothing extra shall be paid/reimbursed for the same.**

18. The contractor shall give a list of the Bank employees related to him with their places of posting and designations in prescribed Format as per the **Annexure-05**.
19. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
20. -----N.A-----
21. Errors and omissions due to clerical, typographical or printing etc., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the appropriate tender accepting authority of the Bank shall be final and binding.
22. Procurement of all materials, other than specifically stipulated to be issued by the Bank, if any, shall be at the cost and the responsibility of the contractor.
23. **INTEGRITY PACT:** Integrity Pact format is enclosed as Annexure - 16. The same to be duly filled in a **non-judicial stamp paper of appropriate value** and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP will be notified at a later date.  
  
Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection.
24. Tenderer shall fill in all the blanks and put their signature and seal on each page of the tender documents. The successful Tenderer will have to enter into an agreement with each component of the Tender document with the Bank.
25. The tender drawings under this NIT are only indicative to broadly understand the scope of the works. The contractor shall carry out the works according to the workings drawings/ construction drawings issued by the Engineer in charge during the course of work from time to time. Tenderer/ Contractor is not eligible for any claim on account of any differences between the tender drawings and working drawings.

**26. PROVISIONS FOR MICRO & SMALL ENTERPRISES(MSE):-**

As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under:

a) The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

b) MSEs are exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates and exemption certificate from relevant authorities.

**27. SOCIAL MEDIA POLICY:**

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

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

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

**28. PURCHASE PREFERENCE:-----NA-----**





**: SCHEDULE s::****SCHEDULE 'A' ::**

Schedule of Quantities - SOQ - (Specified in detail and attached)  
(Should be submitted in a separate envelope as financial bid)

**SCHEDULE 'B' ::**

Schedule of materials to be issued to the contractor.

Sl. No	Description of items	Quantity	Rates in figures & words @which the materials will be charged to the contractor	Place of Delivery
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- - - - N I L - - - -

**SCHEDULE - 'C' ::**

Tools and Plants to be hired to the contractor under headings.

Sl. No	Description	Hire Charges per day
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- - - - N I L - - - -

**SCHEDULE 'D' ::**

Extra schedule for work :

- i. Conditions of contract
- ii. Clauses of contract
- iii. Special conditions
- iv. Technical specifications for civil, water supply, plumbing, CIVIL works
- v. Safety code
- vi. Model rules for protection of Health & sanitary
- vii. List of preferred makes

**SCHEDULE 'E' ::**

Name of work:: <b><u>Civil Repair &amp; renovation works at 26-A Sir P.M. Road, Fort Mumbai</u></b>
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**SCHEDULE 'F' ::****Reference to Conditions of contract.****Definitions::**

2(a)Work	::CIVIL REPAIR AND RENOVATION WORKS AT CANARA BANK, 26-A SIR PM ROAD FORT MUMBAI
2(b)Site	:: 26-A SIR P.M. ROAD, FORT, MUMBAI
2(c)Contractor	:: Successful tenderer to whom the work is awarded
2(d) Bank or Employer or Buyer	:: Canara Bank
2(e)Engineer-in-Charge/Architect	:: Bank's Engineers/Architect
2(f) Accepting Authority	:: The Assistant General Manager Canara Bank General Administration Section Circle Office, 2 <sup>nd</sup> Floor, B Wing, C-14 , G BLOCK, BANDRA KURLA COMPLEX, MUMBAI-400051
2(g) Percentage on cost of materials and labour to cover all over heads and profits.	:: 15 % (fifteen %)
2(h) Standard Schedule of Rates	:: Local Market Rates
2(i) Standard specification to be followed	:: Specifications
2(j) Standard Contract Form	:: Item rate Tender form of Canara Bank as modified & Corrected up to date of tender.

**Reference to CLAUSES OF CONTRACT****Clause 1 :**

Estimated cost of work :: Rs. 75.95 Lakh

Earnest Money Deposit :: Rs.75,000/-

Security Deposit :: As below

- a) 2% initial security deposit (including EMD) within 7 days.
- b) Retention money :: 8% of the work executed  
(Rule 13 of General Rules and Directions) deducted from bills  
Maximum of Rs. 6.00 lacs.

Or

Bank guarantee of Rs. 6.00 lacs within 7 days of the date of issue of the letter of acceptance of his tender.

Clause 2 ::	Authority for fixing compensation under clause 2.	Assistant General Manager, Circle Office, MUMBAI
Clause 5	Time allowed for execution of work from date of commencement	120 Days
Clause 5.4	Authority to give fair and reasonable extension of time for completion of work	Assistant General Manager, Circle Office, Mumbai
Clause 10 B	Mobilization Advance Max. percentage of accepted tendered cost (contract amount)	-- N I L --
	Plant & Machinery Advance Maximum percentage of contract amount.	-- N I L --
	Rate of interest percent per annum on mobilization Advance and Plant and machinery Advance	-- NA --
	Other items (Specify) if any	-- N I L -
Clause 10 C ::	Escalation	-- N I L -
Clause 12 :: 12.1 (iii)	Schedule of Rates for determining. Rates for additional, altered or substituted items that cannot be determined under 12.1 (b) (i) & (ii)	Local market Rates
12.1(vi)A(a)	----NA----	----NA----
12.1(B)(vi)A(b)	----NA----	----NA----
12.1(vi)B(a)	----NA----	----NA----
Clause 15:: (b)(II)	Percentage payable to cover contractor's indirect expenses for suspension of work exceeding 30 days and not exceeding 3 months.	-----NIL-----
( c )	Percentage payable to cover contractor's indirect expenses for suspension exceeding 3 months.	-----NIL-----
Clause 16 ::	Competent Authority for deciding reduced rates.	Assistant General Manager, Circle Office, Mumbai
Clause 19 ::	Submission of Labour License	Within 14 days from the date of receipt of Acceptance letter
Clause 25	i) Amount of claim by any party beyond which Arbitrator shall give reasons for award.	All Claims
	ii) <b>Accepting Authority</b>	Assistant General Manager,

		Circle Office, Mumbai
Clause 36 (i)	a) Minimum Qualifications & experience required for Principal Technical Representative to be in- charge of work	GRADUATE ENGINEER with 3 years' Experience <b>OR</b> Diploma holder with 5 years <b>OR</b> Retired A. E. from Govt. Department with 5years' experience as A. E
	b) Discipline to which the Principal Technical representative should belong	Civil
	c) Minimum experience of works	3 years for Graduates and 5 years for Diploma.
	d) Recovery to be effected from the contractor in the event of not fulfilling provision of clause36(i).	Rs. 30,000/-p.m.
Clause 42 :: (i) (a)	---NA----	---NA----
(ii).	---NA----	---NA----

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## **CONDITIONS OF CONTRACT**

### **Definitions:-**

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

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

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

b) The 'Site' shall mean the land/or other places on as mentioned Schedule F, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

c) The 'Contractor' shall mean as mentioned in schedule F, the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assigns of such firm or company.

d) The 'Employer/Canara Bank means as mentioned in schedule F any officer of the Bank, who is specifically authorized to enter into contracts and in-charge of the work mentioned in Schedule F.

e) The 'Engineer-in-Charge' means the Engineer as mentioned in Schedule 'F' hereunder who shall supervise and be in-charge of the work or any other person specifically deputed by the Employer.

f) The 'Architect' means the Architect appointed by the Employer who shall supervise the overall project personally and through the site engineer(s) appointed by him. The Architect for the project is M/s Arch Design.

g) The 'Site Engineer' means the Engineer who shall supervise and be in-charge of the work and is deputed by the Architect.

- h) 'Contract Price' shall mean the final accepted rates in the Schedule Ahereto.
- i) 'Date of Contract' means the 'Calendar date on which the Employer and Contractor have signed the Agreement on the Stamp Paper.
- j) "Accepting Authority" shall mean the authority mentioned in Schedule 'F'.
- k) "Excepted Risk" are risks due to riots (other than those on account of contractor's employees or agents or persons worked under or at the instance of the contractor) or civil commotion (in so far as both these are uninsurable), war (Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, Tsunami and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
- l) "Market Rate" shall be the rate as decided by the Employer on the basis of the cost of materials and labour and the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.
- m) "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or mentioned, if any, in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- n) 'Approved' or 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, 'approved by or approval of the 'Accepting Authority' in writing.
- o) 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
- p) 'virtual completion' shall mean that the work / building is complete in all respects in the opinion of the Employer/Bank
- q) 'Drawings' shall mean all drawings and / or sketches duly signed by the Engineer-in-charge or their representative on behalf of the Employer before commencement or during the progress of the work.
- r) 'Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the Employer / Bank to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
- s) Basic rate / Base price shall be as specified in Schedule F and Annexure -18 based on the actual price quoted by the authorised stockiest / wholesalers / showroom including GST, octroi and all other duties levied by the statutory /

local authority and also excluding loading, unloading and carriage / transportation cost to the site of work, overheads, storage charges at site.

- t) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Engineer in charge / Employer. However, in the case of specialist contracts like for anti-termite treatment, water proofing treatment and the like the period of warranty in such contracts shall supersede the defect liability period, and the defect liability period of twelve months shall stand extended to be equal to the warranty period.
- u) **"Approved make"** means materials as specified under List of approved makes and also as approved by the Bank.

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

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

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

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

## **7. Rates**

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

**8. Sufficiency of Tender::**

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

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

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

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

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

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

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

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

**10. Signing of Contract ::** The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work sign the contract consisting of following **failing which the Earnest money deposit shall be forfeited:-**

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued



at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

- b) Standard Contract Form as mentioned in Schedule 'F' consisting of::
- a. Notice inviting tender(NIT).
  - b. General Rules & directions to contractor.
  - c. Schedules A to F.
  - d. Conditions of contract.
  - e. Clauses of contract.
  - f. Special conditions
  - g. Technical specifications and list of approved make
  - h. Safety code.
  - i. Model rules for protection of health and sanitary arrangements for workers employed by contractors.
  - j. Annexure 1 to19.
  - k. Tender Drawings
  - l. Bill of Quantities (BOQ)



**CLAUSES OF CONTRACT****Clause - 1:: DEPOSITS**

The contractor whose tender is accepted shall be required to furnish by way of **Initial security** a sum which shall be equal to 2.0% (two percent) of the accepted value of the tender including the Earnest Money Deposit, within 7 (Seven) days of the date of issue of the letter of acceptance of his tender in form of Demand Draft payable to the Canara Bank . A further sum of 8% (eight percent) of the Gross value of each interim/final bill shall be deducted as retention money to make up, together with the Initial Security Deposit, a **total Security Deposit** equal to 10%.

In case the contractor wishes to provide the security deposit in form of Bank Guarantee, a Bank Guarantee of 10% of Contract amount including the Earnest Money Deposit, within 7 ( Seven) days of the date of issue of the letter of acceptance of his tender as security deposit will be needed to be submitted. The duration of the Bank guarantee shall be for the duration of the contract period and defect liability period. In case of increase of duration of the project, the contractor is liable to provide the revised bank guarantee covering the extended period. The bank guarantee shall be acceptable **from any other Scheduled Bank other than Canara Bank** in the prescribed format.

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

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

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 authority mentioned in Schedule 'F' on the contract value of the work for every completed week that the progress remains below that specified in clause 5 or that the work remains incomplete.

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

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

a) Completion period (less than 6 months)	:: 1 ( One ) percent per week
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Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the undernoted percentage of the Contract Value or of the Contract Value of the item or group of items of work for which a separate period of completion is originally given:-

a) Completion period (less than 6 months)	:: 10% ( Ten percent )
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#### Clause -2.1::

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

#### Clause -3::

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

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

- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer and /or Engineer-in-charge.
- vi) If the contractor commits any acts mentioned in clause 21 hereof.

**Clause -3.1::**

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

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

**Clause -3.2 ::**

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

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

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

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

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

The time allowed for execution of the Works by the Contractor as specified in the **Schedule 'F'** or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th day after the date on which the Employer issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

**Clause -5.1::**

The contractor shall submit a Time and Progress Chart and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

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

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

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

**Clause -5.3::**

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

**Clause -5.4::**

In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Employer in writing, within 15 days of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.

**Clause - 6::**

- (i) Engineer-in-charge is duty bound to, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.
- (ii) ALL measurement of all items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works performed under the contract. All such measurement books shall be with machine numbered pages with a certificate of the Engineer-in-charge regarding the name of the work and contractor and number of pages. All such measurement books and level books shall be maintained carefully, work wise and shall be handed over to the Employer at the completion of the work.
- (iii) All measurements shall be taken jointly by the Architect/Site engineer authorized by the Engineer-in-Charge and the contractor or his authorized representative from time to time during the progress of the work and all such measurements shall be verified by the Engineer-in- Charge/Architect to verify the accuracy of the measurement and signed and dated by the Engineer-in-Charge/Architect in token thereof and by the contractor or his representatives in token of their acceptance. Employer reserves the right to test check the measurements to the extent of 25% of measurements of each and/ or all items verified by the Engineer- in-Charge and any discrepancies are found they shall be corrected by the Employer and it shall be binding on the contractor. If the contractor objects to any of the measurements corrected a note shall be made to that effect with reason and signed by both parties.
- (iv) The contractor shall, without extra charge, provide all assistance by providing appliance, labour and other things necessary for such measurements.
- (v) Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution and if for any item no such standard is available then a mutually agreed method shall be followed.
- (vi) The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work and Employer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be test checked and correct dimensions thereof be taken before the same is covered up of placed beyond the reach of measurement and shall not cover up and

place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work and Employer who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's and Employer consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

(vii) -----NA-----

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

#### **Clause 7:::**

(i) No payment shall be made for a item of work, estimated to cost Rs 50,000/- ( Rupees Fifty thousand) or less till after the whole of the work shall have been completed and certificate of completion given.

(ii) For item of works estimated to cost over Rs.50, 000/- (Fifty thousand) the interim or running account bills, duly accompanied by detailed measurements as may be required by the Engineer-in-Charge or the Employer, shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Employer in triplicates on or before the date of every month fixed for the same by the Engineer-in-charge/employer. The payment of such items will be done on pro-rata basis.

(iii) All such interim payments accepted by the Contractor shall be regarded as payments by way of advances against final payment only. These shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge/Employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.



(iv) Pending consideration of extension of date of completion interim payments shall continue to be made as here in provided

**Clause - 8 ::**

- (i) If there is no defect in the work Engineer-in-charge shall furnish the contractor with a final certificate of completion. Otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued.

No final certificate of completion shall be issued, nor shall the work be considered to be complete by the employer until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. The labours employed by the contractor will be allowed to use ONE BLOCK OF toilets provided at the premises. However, the contractor will be fully responsible to ensure that no damage/malfunction/disfunction (including choke up) of the toilets take place. It will be responsibility of contractor to surrender the toilet block to the employer in SAME CONDITION as it was handed over to the contractor. The contractor will need to carry out re-tiling works or replace the sanitary fixtures as per employer's requirement if the same are not found in the SAME CONDITION as was handed over to the contractor.

If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**Clause 8 (A):: NIL**

**Clause 8 (B):: NIL**

**Clause 9::**

(1) The Contractor shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute for quantities and rates as approved by Engineer-in-Charge, shall be made by the employer within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised representative complete with account of materials issued by the Employer, dismantled materials, if any theoretical consumption of materials, inventory of fittings and fixtures, detailed measurements etc. complete.

- |  |          |
|--|----------|
| a) If the gross amount of the workdone::<br>under the contract items, plus that<br>of additional deviated items is upto<br>Rs.2 lakhs. | 1 months |
| b) - do - exceeds Rs. 2 lakhs & is upto Rs.20lakhs::   | 2 months |
| c) - do - exceeds Rs.20 lakhs ::   | 3months  |

**Clause -10:: MATERIALS SUPPLIED BY EMPLOYER ::**

No materials will be supplied by the Employer.

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

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

(ii) The contractor shall, at his own expense and without delay supply to the Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge may within 15 days of supply of samples or within such further period as he may require and so intimated to the Contractor in writing, inform the Contractor whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results indicate the specification laid down under the contract are met with.

(iii) The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and material finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out

of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

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

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

#### **Clause 10-B::**

**A. > SECURED ADVANCE ON MATERIALS::** No advance will be paid.

**B. > MOBILISATION ADVANCE::** No advance will be paid.

**C. > PLANT AND MACHINERY ADVANCE::** No advance will be paid.

**D. > INTEREST APPLICABILITY::** Not applicable for the present case

#### **Clause - 10 C:: ESCALATION:**

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

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

#### **Clause -10 D:: ---NA---**

**Clause -11::**

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

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

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

**Clause - 12:: DEVIATION/ VARIATIONS EXTENT & PRICING::**

The Employer and /or The Engineer-in-Charge with the specific approval of the employer shall have power:-

- (i) To make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) To omit a part of the works or Item of the works or reduce the quantity in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work without any extra compensation except as hereafter provided:
  - (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
  - (b) In the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall within SEVEN days of having been so ordered bring this to the notice of the Engineer-in-Charge with the reasons but nevertheless carry it

out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause 25.

#### Clause -12.1::

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the contract sum being ordered, be extended by the employer if requested by the Contractor as follows::

- a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract sumplus
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable on the recommendations of by theEngineer-in-Charge.

Rates for such altered, additional or substituted work shall be determined by the Employer as follows on the recommendations of Engineer-in-Charge:

(i) If the rate for altered, additional or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the altered, additional or substituted item at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedules ofQuantities.

(ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule ofquantities.

(iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of works shall be carried out at the rate entered in the Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the works actuallyawarded.

(iv) -----NA-----

(v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in Sub-paras (i) to (iii) above, the Contractor shall, within SEVEN days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall within SEVEN thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform theEngineer-in-Charge

within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (s) only.

(vi) A.----NA-----

(vi) B.----NA----

Clause -12.1.2::----NA-----

Clause -12.2 ::----NA-----

Clause -12.3::-----NA-----

**Clause -12.4::**The contractor shall send to the Engineer-in-Charge once in every month till completion date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right and to have no claim in the matter.

**Clause -12.5 ::** No increase of rates under clause 12.1 shall be made unless within the stipulated period after the order of variation and before the commencement of such quantities a notice shall have been given in writing by the party claiming increase.

#### **Clause -13:: FORECLOSURE OF CONTRACT IN FULL OR IN PART**

(i) The employer shall give notice in writing at any time after acceptance of the tender, if the Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, to that effect to the Contractor and the contractor shall act accordingly in the matter and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

(ii) The employer may pay to the Contractor at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the Items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure and the contractor expressly agrees for such payment without demur.

(a) Any expenditure incurred on preliminary sitework.

(b) Employer shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by the Employer cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost

shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

- (c) Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other Works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (d) Reasonable compensation for repatriation of Contractor's Site staff and imported labour to the extent necessary.
- (e) The reasonable amount of items on (a), (c) and (d) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (b) above. Provided always that against any payments due to the contractor on this account or otherwise, the Employer shall be entitled to recover to be credited with any outstanding balances due from contractor for advances paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the employer from the contractor under the terms of the contract.

(iii) ---NA---

(iv) The Contractor shall, if required by the Employer/Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Provided always that against any payments due to the contractor on this account or Otherwise, the Employer shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

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

i. > If contractor::

- (a) at any time makes default in proceeding with the works or any part of the work with due diligence or poor quality of work / workmanship or non compliance of contract specifications and continues to do so after a notice in writing of 7 days from the Employer and or Engineer-in-Charge; or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer and or Engineer-in-Charge; or

- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Employer and or Engineer-in-Charge; or
- (d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration of any as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employeror;
- (e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing tothe Employer /Engineer-in-Charge; or
- (f) shall obtain a Contract with the Employer as a result of wrong tendering or other non-bona-fide methods of competitive tendering;or being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the to me being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors;or
- (g) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager;or
- (h) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days;or
- (i) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;
- (j) the Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from theContractor.



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

- (a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) to carry out the incomplete work by any means at the risk and cost of the Contractor.

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

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

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

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

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

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

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

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

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

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

- (i) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part ; and

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

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

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

(ii) The Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and

Instructions and inspections or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

(iii) IF it shall appear to the Engineer-in-Charge and or Employer or his authorized subordinates in-charge of the work or to the Engineer in charge of Quality Control or any Consultant of the Employer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing, which shall be made within twelve months of the completion of the work, from the Employer and or Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing to do so within a period specified by the Employer / Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under the clause 2 for non-completion of the work in time for this default.

IN such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer or the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and without substantially affecting the utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **Clause -17::**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer/Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit. **Fifty(50)percent of these security deposit may be**

refunded after the expiry of six months (after the virtual completion of the work) or after the final bill has been prepared and passed whichever is later, and the **remaining fifty (50) percent** of the Security Deposit shall be refunded fourteen (14) days after the expiry of the defect liability period of twelve months after the completion of the work provided that all the works are carried out as per specifications and condition of contract and all the defect and damages are rectified satisfactorily to the satisfaction of the Employer/Engineer-in-Charge. The refund of the security deposit is subject to the condition that the contractor has deposited the security deposit in form of DD and remaining amount has been adjusted from running bills of the contractor.

#### **Clause -18::**

THE contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### **Clause -18 A::**

In every case in which by virtue of the provisions sub-section of Section 12, of the Workmen's Compensation Act, 1923, Employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Employer shall be entitled to recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-Section 12, of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the contractor whether under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under Section 12, of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all cost for which the Employee might become liable in consequence of contesting such claim.

**Clause -18 B::**

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

**Clause -19::**

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

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

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

**Clause -19 A::**

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

**Clause -19 B:: PAYMENT OF WAGES ::**

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

b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the

work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by Employer and or the Employer (State and Central) from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

d) (i) The Employer and/or his Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(ii) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labour directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the Employer and or Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Employer

In cases where the state Government or Government of the Union of India where all inclusive minimum daily wages are fixed and such wages are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

e) The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

f) The contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors.

g) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

h) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

**Clause -19 C::**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Government and Employer's safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**Clause -19 D::**

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively.

- (1) the number of labourers employed by him on the work.
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances.
- (5) the number of female workers who have been allowed Maternity Benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Employer a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the Contractor.

**Clause -19 E::**

The contractor shall comply with or cause to be complied with all the rules framed by the State and or Central Government from time to time for the protection of health and sanitary arrangements for workers employed, in respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract.

**Clause -19 F::**

The Contractor shall maintain appropriate records for LEAVE and pay during leave and the same shall be regulated as per relevant/latest labour laws.

**Clause -19 G :: DEFAULT AS TO REGULATIONS/RULES ::**

(i) In the event of the contractor(s) committing a default or breach of any of the provisions of Contractors' about Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, the contractor shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.100/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.50/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge / Employer shall be final and binding on the contractors.

(ii) Should it appear to the Engineer-in-Charge/ Employer 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 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 work-people the Engineer-in-Charge/ Employer shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

The accommodation facility at the site is not permitted. Hence the contractor will provide the necessary accommodation arrangements for its labours at place other than the premises.

#### **Clause -19 H :: CAMP ::**

Facility like toilets, water supply, rest rooms shall be provided for the labours as per labours regulations for similar works.

#### **Clause -19 - I :: COMPLIANCE AS TO EMPLOYEES' SERVICE ::**

THE Engineer-in-Charge/ Employer may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employment who may be incompetent or misconduct himself or undesirable person and the contractor shall forthwith comply with such requirements.

#### **Clause -19- K :: ILLEGAL OCCUPATION ::**

The contractor shall undertake to see that the premises of execution is not occupied by anybody unauthorisedly during the execution of the project, and is handed over to the Employer through his Engineer-in-Charge with vacant possession of the premises. If such premises though completed is occupied illegally, then the Employer shall have the option to refuse to accept the said site in that position, and delay in acceptance on this account will be treated as delay in completion and for such delay a levy upto 5% of estimated cost put



to tender may be imposed by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the Contractor.

However, the Employer may request the contractor through a notice to remove the illegal occupation any time on or before the completion of project.

**Clause - 20 :: COMPLIANCE WITH STATUTE ::**

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

**Clause - 21 :: ASSIGNMENT ::**

The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any officer or person in the employ of the Employer in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the Employer and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensue.

**Clause - 22 :: REASONABLE COMPENSATION ::**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained.

**Clause - 23 :: APPROVAL FOR CHANGE IN CONSTITUTION ::**

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**Clause - 24 :: DIRECTIONS AS TO WORK ::**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge/ Employer who shall be entitled to direct at what point or points and in what manner are to be commenced, and from time to time carried on.

**Clause - 25 :: SETTLEMENT OF DISPUTES AND ARBITRATION ::**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ix) It is also a term of this contract that the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against every dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds the amounts specified in Schedule 'F' the arbitrator shall give reasons for the award separately for every dispute.

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

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

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

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

#### **Clause - 26:: INDEMNITY ::**

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

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the contractor, non-compliance of safety rules, regulations, instructions by the contractor and mishaps occurring at the site due to faulty work executed by the contractor.
- ii) Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.

Further, the Contractor shall indemnify, protect and save the Employer against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the contractor.

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

There is no limit to claims made by the Employer / third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

**Indemnity format is enclosed as Annexure - 19. The same to be duly filled and submitted by the successful bidder in a non-judicial stamp paper of appropriate value.**

#### **Clause - 27:: ESTIMATE ::**

When the estimate on which a tender is made includes lump sum in respect of parts of the work the contractor may be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as

are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, the Employer may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Employer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**Clause -28:: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED::**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**Clause - 29:: LIEN ::**

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalisation or adjudication of any such claim.

(b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or the Employer or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Employer or with such other person or persons.

(c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or the Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to

above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

#### **Clause -29 A:: RIGHT TO AUDIT/TECHNICAL EXAMINATION ::**

The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made even after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in clause 29 or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the contractor, without any interest thereon; Provided that the contractor shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer and Engineer-in-Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Employer and Engineer-in-Charge.

#### **Clause - 30:: CONTROLLED AREA LABOUR ::**

----- NA -----

#### **Clause - 31 :: WATER SUPPLY**

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

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
- (iii) Water required for the work if available at site can be taken with the permission of Local Authorities. In case water is not available, the contractor is required to make his own arrangements at no extra cost.

#### **Clause - 32 :: ALTERNATE WATER SUPPLY ::**

-----NA-----

#### **Clause - 33 :: TRUST :: -----NA-----**

**Clause - 34 :ARRANGEMENTS OF MACHINERY EQUIPMENT ::**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment required for execution of the work.

**Clause - 35 :: UNDERTAKING BY THE CONTRACTOR & DLP::**

(i) ---NA----

(ii) ---NA---

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

**Clause - 36:: CONTRACTORS SUPERINTENDENCE, SUPERVISION, TECHNICAL STAFF & EMPLOYEE ::**

(i) The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Employer the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule F. The Employer shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. The work shall be started only after such a principal technical representative is appointed.

Even If the contractor (or any partner in case of firm/company) who himself has such qualifications, the contractor is bound to provide a principal technical representative of qualifications and experience which shall not be lower than specified in Schedule F.

Instructions given to the principal technical representative shall be deemed to have the same force as if these have been given to the contractor. The Principal Technical Representative and/or the contractor or his responsible authorised agent shall be actually available at site atleast on two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three

works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the Contractor as specified in Schedule 'F' and the Engineer-in-Charge as recorded in the site order book and measurements recorded in Measurement Books shall be final and binding on the contractor.

Further if the Contractor fails to appoint a suitable technical representative or responsible agent and if such appointed person(s) or not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the work. Contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and Supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconduct himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

#### **Clause - 37:: TAXES ::**

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

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

(iii) ----- N.A -----



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

**Clause - 38:: TENDERED RATES ::**

(i) All tendered rates shall be inclusive of all taxes (except GST), royalties, cess and levies etc as stated in clause-37.1 and payable under respective statutes.

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

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax royalties, cess, or levy, pursuant to the constitution (Forty sixth Amendment) Act 1982, give a written notice thereof to the Employer and Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**Clause - 39:: DEATH ::**

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

**Clause - 40:: RELATIVES ::**

The contractor shall not be permitted to tender for works in the Circle office of the Canara Bank (responsible for award of execution of contracts) in which his near relative is posted as an officer in any capacity between the grades of the General Manager and Manager (both inclusive) of premises and estate department. He shall also intimate the names of persons as per **Annexure 05** who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the Canara Bank or the Engineer in Charge employed by the Canara Bank for the work. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Employer.

**Note:-** By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, direct uncles and aunts and first cousins.

**Clause - 41:: EX-EMPLOYEES ::**

No Engineer or other officer employed in the Canara Bank shall work as a contractor or employee of a contractor for a period of two years after his

retirement from the Bank's service without the previous permission of the Employer. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractors' service, as the case may be. Names of such persons employed by the Contractor shall be informed as per **Annexure 18**.

**Clause -42:: METHOD TO CALCULATE CONSUMPTION OF MATERIALS :: ----NA----**

**Clause - 43::**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from Engineer in charge to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge upto Rs.5,000/- and by the Employer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the contractor.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer.

**Clause - 44 :: APPRENTICES ::**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**Clause - 45 :: CLEARANCE CERTIFICATE ::**

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

**Clause - 46:: DAMAGES & INSURANCE ::**

The Contractor shall be responsible for all injury to the work or workmen and **employer's officials** to 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-contractors 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 interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths 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 such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties. The contractor shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen and **employer's officials** due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

**Clause - 47:: INSURANCE ::**

The contractor shall insure the works and keep them insured until the virtual completion of the contract against all risks and loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed. In default of the contract insuring as provided above, the employer on his behalf may so insure and deduct the premiums paid from any money due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance company should they elect to do so, proceed with due diligence will the completion of the works in the same manner as though the damages has not occurred and in all respects under the conditions of the contract. The contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the employer/architect may deem fit.

**Clause - 48:: ABNORMALLY HIGH AND LOW RATED ITEMS ::**

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the tender are found to be abnormally high or low in comparison to the market rate analysis of the item done by the Architects/Bank and or in comparison to Architect/Bank's method of working out market rate justification for the items, the same shall be governed as under in order to avoid financial loss to the Bank in the event of default of contractors.

- i) For abnormally high rated items (AHR), the progressive payment shall be 80% (eighty percent) of the payment due to the contractor against execution of the AHR item. The balance withheld 20% payment shall be released after 75% of total value of the original contract is complete in financial terms or this 20% withheld payment can be released to the contractor on submission of an unconditional bank guarantee of equivalent amount in the proforma of Bank. Further deviation limit for AHR items shall be nil on plus side and Bank reserves the right to restrict, substitute or not execute the AHR items during execution. The decision of the Architect/Bank's Engineer in this regard shall be final and binding on the contractor.
- ii) For abnormally low rated (ALR) items the contractor shall submit Bank Guarantee of difference in total of amount of ALR item(s) and the total amount of corresponding items at market rate of the Architect/Bank. This bank guarantee shall be valid till completion of the project. In exceptional circumstances, the amount of Bank Guarantees (BG) may be reduced or BG released earlier than completion period if, in view of Architect/Bank's Engineer, all ALR items as provided in the contract are executed as per terms of contract and/or not required to be executed.

The decision of the Architects on identification/ marking of AHR and ALR item is final and binding on the contractor. In case the contractor do not agree for furnishing of Bank Guarantee as above towards ALR items, at the time of award of works, the EMD/Performance guarantee of the contractor shall be forfeited and decision of Architect in this regard shall be final and binding on the contractor.



## **SPECIAL CONDITIONS**

### **1 Scope:**

The works to be governed by this contract shall cover civil repair /renovation work at Centre of Excellence, Gurugram as specified in the **schedule A & E** along with all services, including all materials, labour, delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

The Contractor shall obtain all the **relevant permissions from the local governing departments (wherever applicable)** and shall bear the incidental expenses for the same. Any statutory payments, deposits, fee made to the appropriate authorities for permanent services connections shall be reimbursed by the Employer provided the receipts/ deposits are in the name of the Canara Bank.

The Contractor shall also be responsible to obtain all the **Temporary service connections i.e. Electricity Power, Water and Sewerage (wherever applicable)** connections and shall bear any incidental expenses, fees, deposits, monthly consumption charges required for the construction work.

The works to be undertaken by the contractor shall inter alia include the following:

- i. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
- ii. Obtaining of Statutory permissions from statutory body and Local Authority where-ever applicable and required.
- iii. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- iv. Warranty obligation for the equipments, materials and/or fittings/fixtures supplied by the contractor.

All the hidden items such as CIVIL conduits etc. are to be properly tested as per the design conditions before covering and their measurements in measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

### **2 Precautionary Measures:**

Temporary barricading shall be provided at site by the contractor at his own cost. The barricading physically define the boundaries of the site for restricted entry to only those involved in the work and also to prevent any accident. The barricading should be made in suitable size, shapes and number as directed by Engineer-in-charge without any extra cost. It shall be dismantled and taken away by the contractor after completion of the work at his own cost with the approval of Engineer-in-charge.

Contractor shall take all precautionary measures to avoid any damage to existing property as well as property owned by other owners/Local authority. All necessary arrangement shall be made at his owncost.

The contractor shall take all precautions to prevent his workmen and employees from removing and damaging any Flora (tree/plant/vegetation) from thesite.

The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work. In case of any accident of the labourers / contractual staff, the entire responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in thearea.

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the building and adjacent floor and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the floor. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge/Architect. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum pollution of any kind during construction, to have minimum construction time and minimum inconvenience to the occupants of the buildings, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining floor. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

Contractor shall strictly comply with the conditions stipulated by Local authorities including disposal of waste. In case of any penalty levied by Local authorities shall be borne by contractor.

In case of non payment of the same by the contractor, such penalties including interest if any charge will be paid by the employer and the same shall be recovered from contractor.

### **3 General cleanliness of the site and Stacking & Storage of Materials:**

The site of work shall be always kept clean in general strictly adhering to approved job layout/specifications or any other guidelines stipulated by local Authorities. The Contractor shall take all care to prevent any water-logging at site. The waste water shall not be allowed to be collected at site. For discharge into drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

The contractor shall not stack building material / malba on the road or on the land owned by any other authority, as the case may be. In case, the Contractor is found stacking the building material / malba as stated above, he shall be liable to pay the stacking charges as may be levied by local body or authority and also to face penal action as per the rules, regulations and bye-laws of the said body or authority. The Engineer-in-Charge shall be at liberty to recover the sums due but not paid to the concerned authorities on the above counts from any sums due to the contractor including amount of the Security Deposit or Retention Money in respect of this contract or any other contract.

For works which are likely to generate malba / rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the dumping ground notified by local authorities and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.

The contractor shall make use of the available work area other than common area/lift/stair lobby for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost as permitted by Local authorities.

### **4. Laboratory Equipment:**

The contractor shall provide at his own cost suitable measuring tapes, weighing and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account. Minimum equipments as required for field tests shall be provided at site without any extra cost to the Employer.

### **5. Setting Out of works**

The contractor shall establish, maintain and assume responsibility for grades, lines, levels and bench marks. Contractor shall report any errors or inconsistencies regarding grades, lines, levels, dimensions to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim shall be entertained at a later date for any errors found.

If at any time, any error in the respect of setting out appears during the progress of the work, the contractor shall, at his own expense rectify such error if so required, to the satisfaction of the Engineer-in-Charge.

- a) The contractor shall provide, protect and maintain temporary / permanent benchmarks at the site of work throughout the execution of the work. These bench marks shall be got checked by the Engineer-in-Charge or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose.
- b) The approval by the Engineer-in-Charge, of the setting out by the contractor, shall not relieve the contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-charge.

The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the Engineer-in-Charge & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment.

#### **6. Architectural, structural and integrated service drawings:**

Although tender drawings are made available with the Tender, the working & detailed architectural drawings shall be issued as and when required according to the programme chart submitted by the contractor. It is the duty of the contractor to intimate the requirement of drawings reasonably well in advance and no hindrance shall be allowed on this account.

The work shall be carried out in accordance with the Architectural/working drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural/working drawings issued for the work, nomenclature of items, specification etc. and satisfy



himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account. The delay caused on account of non-timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by Engineer incharge.

The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The Engineer-in Charge/ Employer shall not bear responsibility for lack of such knowledge and also the consequences thereof. The Engineer-in-charge/ Employer in no case shall be held responsible for the accuracy thereof or any interpretation/ or conclusions drawn there from by the contractor.

Before taking up the work, the contractor shall be provided with working drawings for various relevant services showing details of lay out plan including sectional elevations and the contractor shall plan and mobilize his resources as per the working drawings and as per the site conditions to facilitate convenient execution, installation as well as maintenance of these services. Nothing extra shall be payable on this account.

## **7. Scaffolding & Staging:**

Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. The scaffolding shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

## **8. Procurement of materials and Basic rate:**

All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.

**The Base price of materials eligible for cost adjustment are mentioned Annexure-18, the contractor shall provide the materials accordingly, if the rate of the material selected by Bank is higher / lower than the above basic rate proportionate cost adjustment shall be made.**

Base price shall be the actual price quoted by the authorized stockist/wholesalers/ showroom including excise duty and excluding cess, octroi, GST and all other duties levied by the statutory / local authority and also excluding loading, unloading and carriage/ transportation cost to the site of work, overheads, storage charges at site.

#### **9. Quoted Rates and other conditions for payment:**

The rates quoted by the Contractor for the descriptions given in the Schedule of quantities (SOQ) are deemed to be inclusive of the following apart from other inclusions elsewhere stipulated in these documents:

Site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, welfare, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc. until/unless specified otherwise, and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

9.2---NA---

9.3 ---NA---

All labour, material, tools and plants, temporary water, sewerage, electricity connection charges & works and other inputs involved/ required in the execution of the item.

Conducting Tests materials and works wherever stipulated

Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts) or as permitted by Local Authorities. No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

The Contractor shall arrange to give all notices as required by any statutory/regulatory authority and obtain all requisite licenses wherever

required and shall pay to such authority all the fees that is required to be paid for the execution of work. Nothing extra shall be payable on these accounts.

All ancillary and incidental facilities required for execution of work like stores, offices for Contractor, watch and ward, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison with municipal / statutory authorities etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in Charge), shall be deemed to be included in rates quoted by the Contractor for various items in the Schedule of quantities. Nothing extra shall be payable on these accounts.

**Final testing of the installation:**

The Contractor shall demonstrate trouble free functioning of all the works and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of these various services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

**Contributions towards the EPF & ESI for the labour, employees engaged by the contractor wherever applicable shall be paid by the Contractor, Nothing extra shall be payable on this account.**

**10. Local laws:**

The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / Municipal authorities etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.

The contractor shall ensure that applicable permits mandated by the local bodies and in case warranted for this work are obtained as required under the Applicable Laws.

The building work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body and sanctioned plans under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account

**11. ---NA---**

**12. Recording of Hindrances:-**

Whenever any hindrance whether on part of Employer or on part of Local Authorities or on part of contractor, comes to the notice of the Engineer in charge, the contractor should at once make a note of such hindrance in the register kept at site, and immediately make a report to the Engineer in charge within a week.

Each hindrance should be entered in the Hindrance Register, (as per Annexure 13) which should be authenticated by the Engineer In charge and Contractor. The Employer shall review the Hindrance Register at least once in a month.

The hindrances on part of contractor are also to be entered in the Hindrance Register.

The hindrance register shall be submitted at the time of payment of each Running Account Bill.

### **13. Progress and monitoring of work:**

The contractor shall submit the progress report for the work done during previous month to the Engineer-in charge on or before 5<sup>th</sup> day of each month. The progress report shall contain the following, apart from whatever else may be required as specified:-

- (i) Construction schedule of the various components of the work through a bar chart for the next month (or as may be specified), showing the inter milestones, targeted tasks and up to date progress. At least 3 digital photographs showing all the parts of the work in various stages during construction/repairs/restoration/concealed works in soft and hard copy have to be submitted in every monthly progress report.
- (ii) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
- (iii) The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within work area so as to achieve early completion.

### **14. Project review meetings:**

The contractor, immediately on award of work shall submit details of his key personnel to be engaged for the work at site. In addition, he shall furnish the Employer detailed organization involved with the work.

Monthly Review Meetings: Shall be attended by Contractor/their representatives who can take independent decisions along with Engineer-in- charge and Bank's representatives.

### **15 Hardware:**

Engineer-in-Charge will take a decision regarding make of materials, model numbers, in case the stipulated make or model mentioned, is not available. However, in case, the equivalent make or model so approved, is cheaper than the make or model already mentioned in Preferred makes list, the price adjustment will be made based on the difference in marketrate.

#### **16. Inspection & Audit ofworks:**

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Bank internal inspection and other Government authorities. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge/ Employer or other authorized officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for thatpurpose.

Any instructions given by the above authorities shall be followed by the contractor. Further any recoveries ordered by the above authorities shall be made from the amount payable to the contractor or such amounts shall be paid by the contractor to the Bank.

#### **17. Submission of Insurance policies:**

**No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned under Clauses of contract. Also, no payment shall be made to the Contractor / no permission for continuation of works on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.**

#### **18. Chasing work:**

The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The contractor shall ensure proper co-ordination of various disciplines viz. building works & CIVIL installations etc, fire fighting works, HVAC works etc.

#### **19. Warranty or Guarantee period for specialized works:----NA---**

**20. External Laboratory:** Wherever tests are stipulated for the Materials, etc the same shall be tested at any government, semi government or NABL approved private laboratories.

**21. Licensed agencies:** The contractor shall engage licensed agencies of required class as per the statutory rules for the works related to CIVIL works. Prior approval of the Employer shall be obtained by producing the copy of the Licenses before commencing these works.

#### **22. Maintenance of Registers**

The Contractor will be required to maintain the following registers at site of work and should produce the same for inspection of the Bank/ Engineer in charge wherever desired by them. Type of Register to be maintained are:

- i) Register No. I : Materials at Site Account (inward/outward register for all materials)
- ii) Register No. VI : Site instruction Register
- iii) Register No. VII : Hindrance to work
- iv) Register No. VIII : Running Account Bill
- v) Register No. IX : Labour attendance
- vi) Register No. X : Labour Payment

It shall be distinctly understood that notwithstanding the reviews and suggestion if any, by the Engineer - in - charge or Project Architect the sole and ultimate responsibility for the stability and performance of the form work and staging and all other temporary works shall be that of the Contractor.

The partners or Directors of the Contractor shall meet the officers of Local Authority or its consultants at the site of works or at their respective offices whenever requested to do so.

The Project Architect shall supply to the contractor reasonably complete engineering drawings. All the drawings required for the complete execution of the work will not be released simultaneously but in installments as the work progresses. and all the necessary shop drawing prepared by the contractor and get approved time to time from project architect Local Authority. Local Authority engineer in charge and authority has all the rights to modified the drawings layouts and also any of the Civil/Furnishing details and specifications wherever it is required.

The Contractor shall confirm to the provisions of the Government Act relating to the work, and to the regulations and bye-laws of the local authorities. The contractor shall give all notices required by the said act, and obtain all required permission and license and pay all fees payable to such authorities in connection with constructing and maintaining temporary electric and water supply at site for the said project. All aspects of temporary works including their stability shall be the sole and ultimate responsibility of the Contractor.

CANARABANK, CIRCLE OFFICE MUMBAI reserves the right to use the premises and any portion of site for execution of any work not included in this contract which CANARA BANK, CIRCLE OFFICE MUMBAI may desire to get executed by other agencies. The Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for such work except by special arrangement with CANARA BANK, CIRCLE OFFICE MUMBAI in such a manner as not to impede the progress of the works included in this contract and the Contractor shall not be responsible for any damage or delay which may happen or be occasioned by such work.

In addition to previous stipulations, the Contractor shall be represented at site at all times during the tenure of the contract by responsible and qualified engineers approved by CANARA BANK, CIRCLE OFFICE MUMBAI. Such engineer shall form the Contractor's Project Management & Site Supervisory Team.

This work being prestigious CIVIL WORK, quality of materials & workmanship

are expected from the contractor of very high standard.

Management & Site Supervisory Team. They shall be in constant attendance upon all activities of the work. Contractors staff shall comprise of at least the following to be permanently on site (One technical persons essentially required full time on site) for the entire duration of the project.

It shall be distinctly understood that notwithstanding the reviews and suggestion if any, by the Assistant Employee/Project Architect the sole and ultimate responsibility for the stability and performance of the form work and staging and all other temporary works shall be that of the Contractor.

The partners or Directors of the Contractor shall meet the officers of CANARA BANK, CIRCLE OFFICE MUMBAI or its consultants at the site of works or at their respective offices whenever requested to do so.

Cost of recovery against materials, utilities or services supplied or arranged for by CANARA BANK, CIRCLE OFFICE MUMBAI shall be made by deducting the respective amount from the running as well as final bills.

Although Schedule of Probable Quantities & Rates has been divided into various sub - section, the rates quoted for a particular item of work in one sub - section shall be made applicable to similar item of work in any other sub - section if that item is not listed in the Schedule of that other sub - section.

This project is subjected to inspection by various audit / vigilance agencies of Government of India / CANARA BANK, CIRCLE OFFICE MUMBAI / if any inspection of works is carried out by such agencies contractor shall extend his full co-operation to these agencies in examining records, works etc. on inspection by such agencies, any and in their inspection report, if it is pointed out that Contractor has not carried out work according to guideline laid down in this tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from contractor's R. A. Bills / Final Bill. The items under dispute shall not be paid in full till inspection agency gives their no objection report.

The successful tenderer is bound to carry out any item of work up to any deviation in quantities, for the completion of the job.

Any additional work that needs to be carried out should be requested from the concerned authorities.

Any such works done without the previous approval shall not be paid for.

Contractor to clarify all the works to be done, with the Architect, before commencing the work.

The contractor shall coordinate with all other contractor for smooth running of the project without any hinderances.

Upon it becoming reasonably apparent that the work is delayed, the contractor shall forthwith give written notice of the cause of the delay to the client and the Architect/ . Then the client and the Architect shall as soon as they are able to estimate the length of the delay beyond the date or time aforesaid, make in writing a fair and reasonable extension of time for completion of the work, provided always that the contractor shall use constantly his best endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the client and the Architect to proceed with work.

Deviation in Quantities :

There is no variation limit in tender quantity for any variation in plus or minus, contractor is supposed to execute the same at quoted rates.

Photographs

Weekly work progress photographs and progress report submitted to ARCHITECT CONSULTANT/ CANARA BANK, CIRCLE OFFICE MUMBAI on email id emcomcity@canarabank.com.

The rate quoted shall include the cost of supplying colour photographs of 8" x 10" size including negative to employer after completion of work from various angle one set each to Employer and the architect separately in respect of each floor as directed.

To submit the work done colored photograph with each R.A bill.

The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. CANARA BANK shall have no liability in this regard.

Contractor has to covered with the flooring with 4/5 mm PVC sheet and it should joint with taping and pasting on flooring. He has to protect flooring and wall form the damage of any fabricated work of partition table or any fixing work and for the any damage contractor is fully responsible for the same and for the above protection of PVC sheet on flooring no any extra charge/payment provided to contractor.

Scaffolding required will be in scope of Contractor.

Contractor have to do necessary shuttering-Palak work as per requirement of paint work.

Contractor have to do required dismantle work without use of vibrator to protect existing building.



Contractor have to do complete the work in coordination with Electrical/AC contractor. In case of any dispute, bank decision will be binding on all the Contractors.

#### **Procurement of Materials.**

The contractor shall make his own arrangement to procure all materials required for the work. All wastages including that in cement, sand and steel shall be to the contractors account.

#### **Contractor to verify site Measurements**

The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay the works. A copy of all such information passed on shall be given to the Engineer.

#### **Programme of Works**

##### **Detailed Programme to be furnished**

Within 03 days of receiving letter of Acceptance / Award the Contractor shall prepare and submit a detailed programme of works in the form of a Bar Chart / Mile stone network showing all activities & the order of procedure in which he proposes to carry out the works including labour histogram, cash flow and deployment of equipment's. Within 04 days from the date of submission, the Engineer / EIC shall convey to the Contractor his comment / approval on the programme.

The contractor shall be required to submit the CPM and BARchart for the various activities involved in this work including dependencies etc., and regularly monitor the progress of construction accordingly.

##### **Programme to be Modified**

Subject to the provisions of Clause no. 19 hereof, if at any time it should appear to the Engineer that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall produce a revised & detailed programme showing the modifications to the original programme necessary to ensure the completion of the works within the time for completion as defined in Clause no. 32 of GCC hereof.

##### **Progress Report/Photograph**

Two copies of weekly progress reports along with photographs containing all the works.

Weekly detailed progress report showing the progress of individual activities of programme as achieved at site till such period & being suitably marked on the approved network diagram, or as directed by the Engineer, shall be provided by the Contractor indicating the actual state of progress during the course of

the contract, together with other details of procurement & delivery schedules of materials / equipment's, as required by the Engineer.

Three copies of colored photographs in showing day to day important progress of work.

Labour report in the form prescribed by the Engineer.

Equipment & machinery report in the form pre scribed by the Engineer.

Supervisory staff report in the form prescribed by the Engineer.

Remedial Measures for covering up delay, if any. Bottlenecks and hindrances, from the above the Contractor shall submit daily report indicating regular deployment of his staff and works, equipment's, important stages of progress, procurement of construction materials etc. as approved by the Engineer.

### **Site Instruction Book**

For the purpose of quick communication between the Engineer / EIC and the Contractor or his Agent or Representative, Site Books shall be maintained at Site in the manner as described below:

Any communication, relating to the works may be conveyed through Site Instruction Books. Such a communication from one party to the other shall be deemed to have been adequately served in terms of the Contract. Each site book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be made available to the Engineer / EIC as and when demanded. Any instruction which the Engineer / EIC may like to issue to the Contractor may be recorded by him in the Site Book and two copies thereof taken by the Engineer / EIC for his record. The Contractor or his Agency or Representative may similarly record in the Site Book any communication he may like to send to the Engineer / EIC. Two copies thereof when sent to the Engineer / EIC and receipt obtained thereof, will constitute adequate services of the communication to the Engineer / EIC.

### **(ii) Site Records**

Contractor shall maintain various site records like inventories of materials, challan, approval of material, testing, hindrance etc. as per standard practice or as advised by Engineer / EIC.

### **Temporary Fencing, Barricades etc.**

The Contractor shall provide and maintain a suitable approved temporary fencing / barricades and gates to adequately enclose all boundaries of the site for the protection of the public and for the proper execution of the Works including all costs incurred for the security of the Works and in accordance with the requirements of the Engineer / Employer and regulations of local authorities / pollution board. These shall be altered, relocated and adapted from time to time as necessary and removed on completion.

### **Site Meetings**

Progress and quality evaluation meetings will be held at the site every week or fortnightly. The Contractors senior representative in charge of the project along with his site-in-charge and other staff including staff of approved subcontractors and suppliers as required shall participate in these progress review meetings and ensure all follow up actions. Any additional review meetings shall be held if required, as decided by the Engineer / EIC which also shall be attended by the above referred representatives.

### **SAFETY CODE**

i.> Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1vertical).

ii.> ---NA---

iii.> Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally.

iv.> Every opening in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing.

v.> Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm (11  $\frac{1}{2}$  ") for ladder upto and including 3 m (10 feet) in length. For longer ladders this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm (1 foot) of length. Uniform step spacing shall not exceed 30 cm (12"). 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. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

vi.>----NA----

vii.>Demolition:: Before any demolition work is commenced and also during the process of the work:-

a) All open areas adjacent to the work site shall either be closed or suitably 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 risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

viii. > All necessary personal safety equipment as considered adequate by the Engineer-in-Charge 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 cement shall be provided with protective footwear and protective goggles.
- b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- c. Those engaged in welding works shall be provided with welder's protective eye shields.
- d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e. ---NA---
- f. ----NA----
- g. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form.

Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use::

I. a. White lead, sulphate of lead, or products containing these pigments shall not be used in painting operation except in the form of paste or of paint ready for use.

b. Measures shall be taken in order to prevent danger arising from the application of paint in the form of spray.

c. Measures shall be taken, whenever practicable, to prevent danger arising from dust caused by dry rubbing down and scraping.

II .a. Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

b. Overall shall be worn by all the working painters during the whole of the working period.

c. Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.

III .a. Cases of lead poisoning and of suspected lead poisoning shall be notified and subsequently verified by a medical man appointed by the competent authorities of the Employee.

b. The Employer may require, when necessary a medical examination of workers.

c. Instructions with regard to the special hygienic precautions to be taken if the painting work shall be distributed to working painters.

ix.> ----NA----

x.> ----NA----

xi. >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 reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers 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 the good conductors of electricity.

xii. > All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places or work.

xiii. > 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.

xiv. > 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 of the Government, Engineer-in-Charge of the Employer or their representatives.

xv. > Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

xvi> Any specific safety measures stipulated by the Local Authorities to be followed while executing the works at no extra cost.

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## MODEL RULES FOR PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS

### 1>. Application::

These rules shall apply to all building and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed on 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 or are proposed to be employed in connection with construction work on any day during the period during which the contract work is in progress.

### 3>. First Aid facilities::

(1) 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 100 contract labour or part thereof ordinarily employed.

(2) The first-aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipment, namely:-

a. > For work places in which the number of contract labour employed does not exceed 50-

Each first-aid box shall contain the following equipments:-

- i. 6 small sterilized dressings.
- ii. 3 medium size sterilized dressings.
- iii. 3 large size sterilized burn dressings.
- iv. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
- v. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- vi. 1 (30 gms) bottle of potassium permanganate crystals.
- vii. 1 pair scissors.
- viii. 1 copy of the first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- ix. 1 bottle containing 100 tablets (each of 5 grams) of medicine equivalent to aspirin (and not aspirin).
- x. Ointment for burns.
- xi. A bottle of suitable surgical antiseptic solution.

b. > For work places in which the number of contract labour exceed 50 -

Each first-aid box shall contain the following equipments:-

- i. 12 small sterilised dressings.
- ii. 6 medium size sterilised dressings.
- iii. 6 large size sterilised dressings.
- iv. 6 large size sterilised burn dressings.

- v. 6 (15 gms) packets sterilised cottonwool.
- vi. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
- vii. 1 (60 ml.) bottle containing sulvolatile having the dose and mode of administration indicated on the label.
- viii. 1 roll of adhesive plaster.
- ix. 1 (30 gms.) bottle of potassium permanganate crystals.
- x. 1 pair scissors.
- xi. 1 copy of the first-aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xii. A bottle containing 100 tablets (each of 5 grams) of medicine equivalent to aspirin (and not aspirin).
- xii. Ointment for burns.
- xiii. A bottle of suitable surgical antiseptic solution.

(3) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

(4) Nothing except the prescribed contents shall be kept in the First-aid box.

(5) The first Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of workplace.

(6) A person in charge of the First Aid box shall be a person trained in First-Aid treatment, in work places where the number of contract labour employed is 150 or more.

#### **4>. Drinking water::**

(a) 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.

(b) 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.

#### **5>. Washing facilities::**

----NA-----

#### **6>. Latrines and Urinals::**

The labours employed by the contractor will be allowed to use the toilets provided at the premises. However, contractor will be fully responsible to ensure that no damage/malfunction/disfunction (including choke up) of the toilets take place. It will be responsibility of contractor to surrender the toilet block to the employer in SAME CONDITION as it was handed over to the contractor. The contractor will need to carry out re-tiling works or replace the sanitary fixtures as per employer's requirement if the same are not found in the SAME CONDITION as was handed over to the contractor. If the contractor shall fail to comply with the requirements of this Clause, the Engineer-in-Charge may at the expense of the contractor may carry out the required expenses and repair/maintain the facilities and pay any levied penalties (if any by Local authorities) and the contractor shall have no claim in respect of such work carried out/payment made by the employer.

**TENDER FORM**

To,  
**The Assistant General Manager**  
**Canara Bank**  
**General Administration Section**  
**Circle Office, MUMBAI**

**Name of work:** CIVIL REPAIR AND RENOVATIONWORKS AT CANARA BANK.

I/We have read and examined the notice inviting tender. Schedules A,B,C,D,E & F, specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate and all other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

A sum of **Rs. 75,000/-** is hereby forwarded in **Demand Draft / BG** of ..... Bank as Earnest Money Deposit. If I/We, fail to commence the work specified 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 and to carry out such deviations as may be ordered.

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

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

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



I/We 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 Canara Bank and the same, may at the option of the Canara Bank 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 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.

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

Dated the: \_\_\_\_\_ day of \_\_\_\_\_ 2024

**Witness:**

Name:

Address:

Occupation:

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

- (a) Name of the Tenderer :  
Address :
- Telephone No. :  
Office :  
Residence :  
Mobile :  
Fax :  
E-Mail :
- (b) Address of office :
- a) Status of the Firm (Whether company/  
Partnership/proprietary) :
- b) Name of the Proprietor/ Partners/ Directors  
(With professional qualifications, if any):
- I)
- II)
- III)
- c) Year of establishment :
- Whether registered with Registrar of  
Companies/ firm. If so, No. & Date :
- Registration with Tax Authorities :
- a) Income-tax No. PAN;  
(Furnish copies of Income-tax returns)
- b) GST Registration Number :  
(Furnish the latest copies of the returns filed)
- c) CIVIL license number & name of:  
associate if available
- d) Value Added Tax (VAT) registration details:
- Names of the Bankers with address :
- I)

II)

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

Sl.No	Year	Turnover
1	2020-21	
2	2021-22	
3	2022-23	

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

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

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

- 1)
- 2)
- 3)

9. Details of the works executed during the last 7 years prior to 31.03.2023 to meet Sl. No- 4 of Eligibility Criteria.

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

**10. Key personnel permanently employed in your organization:**

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

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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

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

**DECLARATION:**

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

Place :

SIGNATURE

Date :

NAME & DESIGNATION  
SEAL OF ORGANISATION

**ANNEXURE-2:**

**A C C E P T A N C E**

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

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

a)

b)

c)

For & on behalf of the Canara Bank

Signature: \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of 2023.

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

**ANNEXURE-3:****FORM OF AGREEMENT**

This agreement made the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year **2024** BETWEEN, **Canara Bank** a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at **112, J C Road, Bangalore-560002** represented by Circle Office, Mumbai its duly constituted attorney (hereinafter referred to as Bank) of the ONE

PART; and Shri/M/s \_\_\_\_\_ resident of \_\_\_\_\_

the sole proprietor of M/s \_\_\_\_\_ having office at \_\_\_\_\_ / the partnership firm represented by its Managing / duly authorized partner, having an administrative / principal office at \_\_\_\_\_ / a company / body corporate being its registered office at \_\_\_\_\_

duly represented at \_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Contractor) of the other part WHEREAS THE Bank is desirous that certain works should be constructed viz., \_\_\_\_\_ and has accepted the tender dt. \_\_\_\_\_ furnished by the contractor for the constructions, completion and performance of such works.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a) Notice inviting Tender
  - b) The Tender form
  - c) General Rules and Directions to tenderers.
  - d) Conditions of contract and clauses of contract along with Annexures thereto and Schedules A to F.
  - e) Schedule of quantities (SOQ) includes Prices and tendered amount.
  - f) Tender drawings.
  - g) Technical Specifications for the work.
  - h) Safety code and Model rules for the protection of health, sanitary arrangements for workers employed.
  - i) Letter of Acceptance.
  - j) 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 hereto have hereunto set their respective hands and seals the day and year first above written.

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

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

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

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆



**ANNEXURE-4:****DETAILED LIST OF PLANTS AND EQUIPMENT AVAILABLE WITH  
THE CONTRACTOR FOR USE ON THIS WORK.**

Sl. No	Name and Description of the Equipments	Make & Year
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Signature of the Contractor(with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

**ANNEXURE-5:****LIST OF RELATIVES EMPLOYED IN CANARA BANK AND WITH THE ARCHITECT FOR THIS WORK.**

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

Signature of the Contractor(with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

**ANNEXURE-6:****FORMAT OF RECEIPT OF MATERIALS AT SITE**

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

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

**ANNEXURE-7:**

**FORMAT OF MEASUREMENT BOOK**

**MEASUREMENT BOOK PAGES NOS. 1 TO .....**

Tender Item No.	Description	Measurement details L      B      D/H	Quantity	Remarks

SiteEngineer

Architect

Contractor

Checking/Test checking Engineer Date of checking/Test checking

**NOTE:**

Checking and test checking pertains to items wherever initialed.

**ANNEXURE-8:****I. Running A/C Bill****FORMAT FOR RUNNING BILL**

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

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

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

**Note:**

- 1) If part rate is allowed for any item, it should be  
Indicated with reasons for allowing such a rate. Net value since
- 2) If adhoc payment is made, it should be mentioned previous bill specifically.

Dated signature of Site Engineer

Preparing the bill

Designation \_\_\_\_\_

Dated signature of Bank's Architects

(Name of the Architects)

\_\_\_\_\_

Dated signature of Contractor

**CERTIFICATE**

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

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

Signature of Contractor or contractor's representative	Signature of Architect or Architect's representative
Date	Date
Seal	Seal

Test Check by Bank's authorized representative	
Signature of Bank Official	
Date	
Seal	

**ANNEXURE-09:****FORMAT FOR RATE ANALYSIS OF ITEMS**

<b>I. MATERIAL</b>		
1. Basic Cost of Material		Rs. _____
2. Wastage - 5%	-	Rs. _____
<b>II.</b>	Labour: As per Standard	- Rs. _____
	Labour output and labour input required for the Particular item using quoted labour rates.	
<b>III.</b>	Machinery/Tools	- Rs. _____
	Inputs of Machinery / Tools requirements as per the item and hire charges as per market.	
	TOTAL (I) + (II)+(III)	Rs. _____
<b>IV.</b>	Tax Liability	
	[As per contractual clauses will be added]	Rs. _____
<b>V.</b>	Add - ½ % for water charges	Rs. _____
	½ %for Electricity	Rs. _____
<b>VI.</b>	Any other Expenditure (please specify)	Rs. _____
	TOTAL	
	Contractor Profit & OH- 15%	Rs. _____
	GRANDTOTAL	Rs. _____

TDS will be deducted as per standard norms and recovery shall be made for water and electricity as per tender conditions.

**ANNEXURE-10:**  
**FORMAT OF CERTIFICATE OF PAYMENT**

<b>Certificate No. Interim /</b>	<b>Dated</b>	
	<b>Project No.</b>	<b>Building work / interior work</b>
	<b>Particulars:</b>	
<b>Contractor:</b>	<b>Contract / Letter No.</b>	<b>Dated:</b>
	<b>Contractor's Bill No.</b>	<b>Dated:</b>
<p>This is to certify that the amount given below (*) is due to your Contractors for the work done by them.</p> <p>Amount of work done to-date Rs. _____</p> <p><b>Total Rs.</b> _____</p> <p>Less: Retention on work done Rs _____</p> <p style="text-align: right;">Less</p> <p>: previously certified upto Rs _____</p> <p style="text-align: right;">PRE</p> <p>SENT CERTIFICATE (*) Rs. _____</p> <p>RUPEES.....</p> <p>Necessary Deduction U/S194C of the income Tax 1961 and sales tax may be made before paying the above certified amount.</p> <p>By a copy of this letter, we are intimating the Contractors to call on you for the necessary payments.</p>		
<p><b>Remarks if any:</b></p> <p>The details of Insurance policy are given in the next page.</p>		
<b>Signature of Architects</b>		
<b>Enclosures : Bill</b>		



**ANNEXURE-11:****FORMAT OF SITE ORDER BOOK**

Name of the work \_\_\_\_\_

Date of Commencement \_\_\_\_\_

Sl. No	Remarks/ Instructions of the site Engineer/ Architect	Dated Initials of site Engineer/ Architect	Initials of the Contractor for having received the instructions	Action taken with date	Dated initials of the site Engineer	Remarks of the Architects PMC/C.C. Officials
1	2	3	4	5	6	7

**ANNEXURE-12:****FORMAT FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME**

1	Name of the Contractor			
2	Name of the work as given in the Agreement			
3	Agreement WO			
4	Tender amount			
5	Date of commencement of work			
6	Period allowed for completion as per agreement			
7	Date of completion as per agreement			
8	Period for which extension of time has been given			
		<b><u>Date</u></b>	<b><u>Month</u></b>	<b><u>Year</u></b>
	a) 1 <sup>st</sup> extension vide Bank's Letter No.			
	b) 2 <sup>nd</sup> extension vide Bank's Letter No.			
	c) 3 <sup>rd</sup> extension vide Bank's Letter No.			
9	Reasons for which extensions have been previously given (copies of the previous applications should be attached)			
10	Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.			



**ANNEXURE-14:****Bank Guarantee Format for Earnest Money Deposit**

To  
 Assistant General Manager  
 General Administration Section,  
 Canara Bank,  
 Circle Office, Mumbai

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of \_\_\_\_\_ (Name of Contract) \_\_\_\_\_ (herein after called "the Tender") in favour of **CANARA BANK**, \_\_\_\_\_ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_ (name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_ having its Head Office at \_\_\_\_\_ amongst others a branch / office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii) This Bank Guarantee is valid upto \_\_\_\_\_ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2024

**SIGNATURE & SEAL OF THE BANK**

General Administration Section, Circle Office,  
 Mumbai

**ANNEXURE-15:****BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

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

To:

\_\_\_\_\_

In consideration of ..... (hereinafter called "Beneficiary") having agreed to exempt ..... Ltd., having its Registered Office situated at ..... (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs.....(Rupees ..... only) under the terms and conditions of an agreement dated ..... (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs.....(Rupees .....only), at the request of the obligator \_\_\_\_\_ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch at ..... (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees ..... only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

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

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees ..... only)
  - (ii) This Bank Guarantee is valid upto..... and
  - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE

**ANNEXURE-16:****INTEGRITY PACT FORMAT  
PRE CONTRACT INTEGRITY PACT**

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month 20\_\_\_\_, between, **CANARA BANK** hereinafter referred to as "**The Principal**", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRSTPART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorised Signatory (hereinafter called the "**The Bidder/ Seller/ Contractor/ Service Provider**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECONDPART

The Principal intends to award, under laid down organizational procedures, contract/sfor \_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit



offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below-

(1) Any breach of the provisions here in contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICEPROVIDER.
- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such

cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

- g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process

Prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k.

#### **Section 6 - Equal Treatment of all Bidders/ Contractors/ Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Managing Director, CANARA BANK.

#### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e.\_\_\_\_\_.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty /Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)  
Contractor) (Office Seal)

(For & On behalf of Bidder/  
  
(Office Seal)

Place:

Date:

Witness 1:  
(Name &Address)

Witness 2:  
(Name &Address)

**ANNEXURE-17:**

Name of work:

Details on List of Retired Government / PSU / Bank employees, employed by the Tenderer:

NAME OF THE RETIRED OFFICIAL	DESIGNATION	NAME & ADDRESS OF THE PREVIOUS EMPLOYER

Name & Signature of Tenderer (with seal)

**ANNEXURE-18:**

**Base Price of materials**

Sl. No	Material	Basic Rate Including tax in Rs.
1.		
2.		
3.		

**ANNEXURE-19:****INDEMNITY FORMAT**

THIS DEED OF INDEMNITY executed at.....(Place)on this ..... day  
of .....month of year two thousand and twenty four (2024)  
By.....(herein after called the contractor) duly  
represented by proprietor/one of its partners/director Sri  
....., aged.....years, son of  
Sri.....residing at  
.....

In favour of

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

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

Whereas the tender submitted by the contractor for the above mentioned work  
was accepted by Canara Bank and the work of .....  
has been awarded in favor of the contractor vide Ref No  
.....

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

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

- i) The breach, default or non-performance of undertakings, warranties,  
covenants or obligations by the contractor, non-compliance of safety rules,  
regulations, instructions by the contractor and mishaps occurring at the  
site due to faulty work executed by the contractor.
- ii) Any contravention or Non compliance with any applicable laws,  
regulations, rules, statutory or legal requirements by the contractor.



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

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

There is no limit to claims made by the Employer/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited ”.

**Signature of Contractor with Seal**

**ANNEXURE-20:**

PROFORMA OF 10 YEARS GUARANTEE BOND FOR WATERPROOFING TREATMENT TO ROOF, STAIR ROOF, UNDER GROUND RESERVOIR, OVERHEAD RESERVOIR AND TOILETS IN THE EXISTING CANARA BANK, SIR P.M. ROAD, FORT, MUMBAI The Bond is to be submitted on a Non-judicial Stamp Paper of Rs. 100/- before claiming any payment from the Bank

We Hereby guarantee that after completion of the Waterproofing work at CANARA BANK, SIR P.M. ROAD, FORT, MUMBAI for Canara Bank and within 10 years thereafter the date of virtual completion of the

Project by the main contractor, if at any time or times the roofs, toilets, water tanks and any other portion thus treated by M/s -----  
----- (hereinafter called "the Contractor") starts leaking or in any way

give way to the influence of water including forming wet patches, dampness etc., due to the inadequacy of the work carried or due to any other reason whatsoever relating to the specification, workmanship etc. including the responsibility for any surface treatment and plumbing etc. works carried out by other agencies, the Contractor shall, without any extra cost, to the-----or to the Occupants, carry out necessary remedial measures to such extent and so often as --maybe necessary to free the said premises from leakage etc. . The question of whether there is any leakage or the treatment has given away to water or moisture of the treatment aforesaid and before-----20\_\_, shall be decided by the-----and the decision of the Bank in this regards shall be final and binding on us. We shall reinstate the surface to the original condition after carrying out the rectification work, if necessary, by bringing new materials at no extra cost to the BANK the Owner ----.

Signature of Witness with the address  
with seat

Signature of Waterproofing Contractor

Place:

Date:

Signature of Witness with the address  
seal

Signature of the Main Contractor with

Place:

Date:-

(Note: - Guarantee to be submitted by both the Contractors, Main Civil Contractors and the Water-proofing Specialist Agency before receiving any payment towards water proofing work)

**LIST OF APPROVED BRANDS / MAKES**

One of the following make of the material shall be used. The contractor will have to get the sample approved from the Architect/ Bank's Engineer whose decision shall be binding on the contractor. The condition is also applicable for any material, not mentioned in the specification or schedule of work. No deviations are allowed in these even during/ after Tender.

<b>LIST OF MAKE/Approved brands</b>			
	<b>ITEM</b>	<b>BRAND</b>	<b>MODEL NUMBER</b>
1	Commercial/BWR/BWP plywood and blockboards	Century Ply, Green Ply, Anchor Board, Trojan, Frontier Ply, ASIS, ArchidPly.	Century Ply, Green Ply, Anchor Board, Trojan, Frontier Ply, ASIS, ArchidPly.
2	Sal Wood/ Teak wood	Best quality, well seasoned, free from sap, knots, cracks and uniform in colour	Best quality, well seasoned, free from sap, knots, cracks and uniform in colour
3	Laminations	Formica, Greenlam, Sundek, Merino, Sunmica, Century	Formica, Greenlam, Sundek, Merino, Sunmica, Century
4	Prelaminated particle Board	Novopan, Duratuff, Bhutan ,kitlam	Novopan, Duratuff, Bhutan ,kitlam
5	Glass	Triveni, Modi, Saint Gobain, ASAHI	Triveni, Modi, Saint Gobain, ASAHI
6	Polish	Light house, Sheenlac	Light house, Sheenlac
7	Adhesive	Fevicol – commercial grade	Fevicol – commercial grade
8	Aluminium Sections	Jindal, Indal, Hindal	Jindal, Indal, Hindal
9	Paints	Asian, British, Duco, Berger, Nerolac	Asian, British, Duco, Berger, Nerolac
10	Cement Bonded Particle board	BISON	BISON
11	Construction Chemicals/Waterproofing admixtures	Fosroc, Sika, Cera, Asian, Pidilite	Fosroc, Sika, Cera, Asian, Pidilite
12	cPVC / uPVC pipes	Prince, Finolex, Ashirwad, Supreme	Prince, Finolex, Ashirwad, Supreme
13	Vitrified Floor Tile	Somany, Kajaria, Johnson, Orient Bell, RAK, Naveen	Kajaria - Tropicana - K 8306 (Premium) (800mmX800mm)
14	Ceramic Wall Tile	Somany, Kajaria, Johnson, Orient Bell, RAK, Naveen	Kajaria - Digital - (300mmX600mm)
15	Ceramic Floor Tile	Somany, Kajaria, Johnson, Orient Bell, RAK, Naveen	Kajaria - Digital - (300mmX300mm)
16	Waterr-proofing	Sika, Pidilite, Asian, UltraTech	Sika, Pidilite, Asian, UltraTech
17	Paints	Asian, British, Duco, Berger, Nerolac	Asian - Royale
18	Wall Putty	Birla, JK	Birla, JK
19	cPVC / uPVC pipes	Prince, Finolex, Ashirwad, Supreme	Prince, Finolex, Ashirwad, Supreme
20	water closet	Jaquar, Cera, Hindware, Parryware	Jaquar (CNS-WHT-851S300SPP/851P180SPP),
21	Hand Shower (Health Faucet)	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. ALD-CHR-577,
22	wash basin	Jaquar, Cera, Hindware, Parryware	Jaquar (Model No. KUS-WHT-35901),
23	urinal	Jaquar, Cera, Hindware, Parryware	Jaquar Cat No. URS-WHT-13261 & SNR-STL- 51083
24	Pillar Cock	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. CHR-35001PM,

25	C.P. Brass Bib Cock	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. KUP-CHR-35037PM,
26	C.P. Fittings	Jaquar, Cera, Hindware, Parryware	
27	Glass / Mirror	Triveni, Modi, Saint Gobain, ASAHI	Triveni, Modi, Saint Gobain, ASAHI
28	urinal partition	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. JSE-CHR-110US450X,
29	C.P. Brass angular stop cock	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. KUP-CHR-35053PM,
30	Paper Towel Dispenser	Jaquar, Cera, Hindware, Parryware	(Model No.PTD-SAP-DT0106CS)
31	Towel ring square	Jaquar, Cera, Hindware, Parryware	( Model No. AKP- CHR-35721P)
32	C.P. Brass Concealed stop cock	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. KUP-CHR-35083KPM,
33	C.P. Brass Bottle Trap	Jaquar, Cera, Hindware, Parryware	Jaguar Cat No. ALD-CHR-769L250X190,
34	CP brass ROBE HOOK	Jaquar, Cera, Hindware, Parryware	(Model No. AKP-CHR-35791P
35	CP brass Glass Shelf 600mm long	Jaquar, Cera, Hindware, Parryware	Model No. AKP-CHR-35771P
36	Water Tank	Sintex, Supreme, Plasto	Sintex, Supreme, Plasto
37	uPVC window, ventilator, sliding sections	PROMINANCE, FENESTA, ALUPLAST	PROMINANCE, FENESTA, ALUPLAST
38	WPC Door Frame & Shutter	Floresta, Ecoste, Alstone	Floresta, Ecoste, Alstone
39	Sanitary fittings / hardware	Jaquar, Cera, Hindware, Parryware	Jaquar, Cera, Hindware, Parryware
40	Cement(OPC)	Grade 43/53 of L&T/ A.C.C./ Ambuja/ Ultratech	Grade 43/53 of L&T/ A.C.C./ Ambuja/ Ultratech
41	Steel TMT bars	SAIL, TATA	SAIL, TATA
42	Kitchen Sink	Nirali, Parryware	Nirali, Parryware
43	Hardwares - Locks	Godrej, Ebco, Ozone	Godrej, Ebco, Ozone
44	Hardwares - Handles	Hafele, Hettich, Dorma, Ozone	Hafele, Hettich, Dorma, Ozone
45	Hardwares - Hinges	Godrej, Ebco, Everite, Kaff	Godrej, Ebco, Everite, Kaff
46	Hardwares - Ball bearing slides / channels	Hafele, Hettich, Kaff, Godrej, Ozone	Hafele, Hettich, Kaff, Godrej, Ozone
47	PVC Skirting	Ebco, Hettich	Ebco, Hettich
48	Tandem Units for Modular Kitchem	Asian Sleek, Hacker, Hettich, Hafelle, Grass, Godrej	Asian Sleek, Hacker, Hettich, Hafelle, Grass, Godrej
49	Furniture fittings (Door stoppers, magnet catch)	Godrej, Ebco, Everite	Godrej, Ebco, Everite
50	Tandem Units for Modular Kitchem	Asian Sleek, Hacker, Hettich, Hafelle, Grass	Asian Sleek, Hacker, Hettich, Hafelle, Grass
60	Exhaust fan	Havells, Bajaj, Usha, Cromton	Havells, Bajaj, Usha, Cromton

Any deviation from approved material as mentioned above, prior permission shall be taken from Canara Bank CO MUMBAI.

**SPECIAL CONDITIONS OF CONTRACT**

1. The works are to be carried out on outsides and insides of the building. The Tenderer should visit the site in order to ascertain the extent of work, difficulties at site, storage space available, etc.
2. The works include the strengthening, rejuvenation & renovation of vital areas of the buildings. Works will need to be so planned that minimum disturbance is caused to the members / inmates. Works plans shall be devised keeping this in mind.
3. The contractor whose Tender is accepted, shall within 3 days of receipt of written acceptance of the Tender enter into a written contract with the Employer for the due execution of the works by signing an agreement in accordance with the draft agreement, including special conditions, schedule of quantities and other conditions attached. But, the written acceptance by the Employer will constitute a binding agreement between the Employer and Contractor so tendering, whether such formal contract is or is not subsequently entered into.
4. The rates quoted in the Tender shall include all charges hire of any tools and plants, shed for materials and such other general works mentioned in the specifications. The rates quoted by the tenderer in the schedule of rates shall be for finished works.

**The rates shall be inclusive of Octroi duty or any other duty levied (and in force at the time of awarding this contract) by the Government or public bodies and shall be inclusive VAT GST .**

The rates shall be firm and shall not be subject to any Escalation/variation, labour condition, etc. and shall hold good till completion of the work. **However, the differential amount arising due to increase/ decrease in procuring all such materials (as specified in the basic rate difference clause) shall be paid/ recovered separately .**

**T.D.S. as per the prevailing rules shall be deducted from the Contractor's Running Bills.**

5. Time shall be considered as essence of the contract and the Contractor shall within 7 days of receipt of Work Order submit to the Consultant a bar schedule programme for the progress and completion of the work within the scheduled time period. This progress shall be binding on the Contractor. Deviations in the programme if any, will be made only with prior approval of the Employee
6. The Contractor must arrange for cement, steel, chemicals and all other materials himself. In order to have uninterrupted supply of materials for the works, Contractors shall arrange payment to the suppliers in time. The contractor shall be provided open space in the compound for storage of materials for the duration of the works. Security of the materials shall be the Contractors responsibility.
7. The materials purchased from outside by the contractor and brought to site shall, if the Consultant / Employer so desires, be got tested and certified by a recognized testing laboratory to the satisfaction of the Consultant before such materials are used on the work. The testing charges shall be borne entirely by the Contractor.
8. The successful tenderer shall cooperate with the other agencies viz. power, wiring, plumbing, Mahanagar Gas, etc, if any, in the proposed work, engaged by the Employer for due and proper execution of the respective works.
9. In case extra items of work are required to be executed, rates for such items will be decided on the basis of similar items already existing in the tender or as per prevailing market rates for materials and labour with a mark-up of twenty percent for overheads and profits, whichever is lower. The decision of the Consultants in this shall be final. Such instances will be brought to the notice of Employer.

**SPECIAL CONDITIONS OF CONTRACT (Contd.)**

11. Contractor shall take all precautions to cover all glass and window panes and grills to prevent damage. Damages, if any, shall be made good at no extra cost to Employer / member.

12. Unless otherwise specified, all relevant codes and standards published by the Indian Standards Institution shall apply and govern in respect of design, workmanship quality and properties of materials, testing and measurements.

13. Safety Measures: The Contractor shall organise his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents at site both to persons and property. The Consultant shall have the power to instruct the Contractor to adopt such measures - helmets, safety belts, Safety nets etc. to ensure the above requirements. Employer/Consultant shall not be responsible for any cost & consequences resulting from non - compliance of safety requirements. Contractor shall indemnify the Employer against any such dereliction / penal action.

The Contractor shall be responsible for all injuries to the work or workmen, to 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 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 work forming the subject of this contract by rain, wind or other inclemency of the weather. The Owner stands indemnified by the Contractor in respect of all and any expenses arising from aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

The Contractor shall restore and reinstate all damages 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 have to effect the necessary insurance cover. The Owner stands indemnified entirely from all responsibility and the liabilities in this respect.

14. All dismantling works shall be done with chisel & hammer unless otherwise directed by the Consultant. The works should be carried out after studying the purpose of each step in the process, chipping of RCC elements should be done only to the extent required and the rehabilitation step should be taken up immediately for the exposed elements. Damage caused due to negligence on the part of the Contractor shall be the responsibility of the Contractor and the same shall be rectified by him at no extra cost to the Employer to the complete satisfaction of the Employer.

15. Problematic locations arising out of site conditions should be immediately reported to the Consultant for suitable precautionary / rectification measures. Exact repairs shall be decided on site by the Consultant during the site inspection.

**SPECIAL CONDITIONS OF CONTRACT (Contd.)**

16. The Contractor shall comply with all rules and regulations of Workmen's Compensation Act The owner at all times stands indemnified by the contractor for any loss what so ever to the Employer / to its property by theft, fire and / or earthquake, injury / death of the workers, Employer's Employees and third party.

17. The Contractor shall appoint a full time competent Engineer/ qualified Supervisor of at least five year experience in similar works for the entire duration of the works. The supervisor shall be preferably a qualified Engineer.

18. The Contractor shall employ requisite skilled, semi skilled and unskilled workmen for the works. As a security measure each shall be provided an identity card by the Contractor for easy identification.

19. Plumbing works shall be carried out by a licence holder with adequate experience. The joints shall be tested as required before remaking the holes.

20. The Contractor shall permit use of scaffolding or other access provided at site for use by other agencies that are appointed by the Employer for carrying out related works.

21. The overall work in value and contents may be increased or decreased without any change in rates. Additional time shall however be allowed for additional works in joint consultation with the consultant and the employer.

22. The Contractor shall submit detailed bills for complete works periodically. The value of each bill should not exceed the value mentioned in Appendix to Tender.

**CONCEALED WORK :-**

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the 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 be either opened up for measurement at the Contractor's expenses or no payment may be made for such materials, shall any dispute or difference arise after the execution or any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer's consultant shall be accepted as correct and binding on the Contractor.

23. If required the Contractor shall display clearly on a display board the name of the works, the name of the Contractor and the name of the Consultant for the full duration of the works. This board shall be approved by the Employer before display.

24. RETENTION : An amount equal to 3 % (THREE percent) of each bill shall be deducted as retention amount as mentioned in the APPENDIX TO TENDER'. This amount will be retained by the Owners as a token guarantee against defects in the works. This amount will be released 50% on Virtual completion of a particular phase of Works and entering into Service Guarantee Agreement by the Contractor as mutually agreed (Service guarantee Agreement to be retained by the consultants.)

**SPECIAL CONDITIONS OF CONTRACT (Contd.)**

The balance Retention Amount shall be released after the contractors successfully attending to the defects (if any) during the Defects Liability period and finally executing Service guarantee Agreement (duly signed and sealed by both the parties) .

25. **SUB-CONTRACTING** : Preference will be given to those who will not sub contract the works. In case the contractor wishes to sub-contract specific works viz. Plumbing, aluminum windows, painting he shall obtain written consent from the Owner before commencing the works. The owner will not be involved in any manner in any disputes between the contractor and sub-contractor. Also the complete and sole responsibility of the work shall be with the contractor.

26. The work done by the contractor shall be certified by the Consultant.

**PREPARATION FOR OCCUPATION AND USE AFTER COMPLETION :-**

The whole work will be thoroughly inspected by the Contractor and deficiencies and defects shall be put to right. On completion of such inspection the Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the Contractor shall clean all windows and doors including the cleaning, removing hand / finger stains and oiling if necessary, of all hardware, inside and outside, all floors, staircase, and every part of the building. He will leave the entire building neat and clean to the satisfaction of the Owner within 15 days after completion certificate.

**CLEARING SITE ON COMPLETION:-**

On completion of the works the Contractor shall clear away and remove from the site all debris, constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner.

28. Not with standing what is stated above in the matters where there is difference of opinions between the parties concerned the Consultant's decision shall be final and binding to both the parties.

29. All the necessary Approvals /Permissions for carrying out this Repair works including Debris Management System etc. and out of pocket expenses shall be the Contractor's responsibility, however the required Drawings shall be given by the Consultant and the Official payments/Deposits/Scrutiny fees etc which is required to be paid to various Statutory Authorities from time to time shall be borne by the Employer.

If any legal action is taken by any Statutory Authority due to non compliance /negligence /delay on the part of the Contractor to obtain such necessary Approvals /Permissions, the Employer will not be responsible in any manner what so ever and all risks, Costs, Penalties and any other consequences arising due to the above non compliances on the Contractor's part shall be the responsibility and liability of the Contractor solely and in totality.

30. In case of any disputes affecting the execution of The Work and / or their Required Performance in any manner, the decision of The Employer shall prevail and only as a last resort Arbitrator / Arbitrators from The Panel of Arbitrators, who shall Arbitrate as per The Arbitration and Conciliation Act, 1996, still if un satisfaction prevails only the matter may be referred to The Court of Law in Mumbai only by either party.

EMPLOYER

CONTRACTOR



**GENERAL NOTES AND REQUIREMENTS OF ITEMS INVOLVED IN REPAIRS**

01 This covers the general requirements of items involved in Structural repairs viz breaking and chiselling, surface preparation and treatment, restoration and curing, etc. Since there is an element of judgement and actual extent of deterioration involved, definite instructions on these can be given only at site during actual execution.

All repairs to the affected Structural members must be proceeded with a proper support system. This structural support system shall be worked out for various members.

Necessary suitable propping is required to be provided to ensure release of loads on the treated members. The Contractor shall compulsorily seek prior approval of the intended support system from the Consultants. However the ultimate responsibility of the support system rests with the contractor.

02 Chiselling of concrete surface :

The surface of the reinforced concrete element viz. column, beam, slab, wall, etc will be exposed using chisel and hammer carefully upto the reinforcement rods. All corrosion on the rods shall be physically removed and the concrete adjacent to the corroded rods will be further chiselled in order to further expose them. Where there are deep cracks in the concrete element, special precaution will be taken while chiselling so as to avoid further distress to the element. Steel rods or mesh may also be required to be removed along with chiselling. The chiselled surface shall be cleaned with water and wire brush.

03 Breaking of Plaster

The coats of plaster over concrete and masonry walls will be removed carefully with chisel and hammer such that the masonry / concrete element underneath is not damaged. All coats of the plaster shall be removed along with visible traces of cement / lime and the surface thoroughly cleaned and hacked where required, to receive new coats of plaster. For ease and neatness in working, the edges of the exposed portions shall be straightened.

Measurement for breaking plaster shall be taken as the actual area exposed projected to the original surface of the element. Where the plaster is removed together with the chiselling or breaking of concrete no measurement shall be taken separately for this.

04 Breaking of reinforced concrete :

Part of full reinforced concrete element viz. slab, beam, wall, column, fin, etc will be broken carefully using chisel and hammer. For neatness of work, the edges of the broken portion shall be fairly straight. The broken surface shall be chiselled straight and cleaned so as to facilitate bond with new mortar / concrete. All highly deteriorated steel reinforcement shall be cut / removed as directed. Where insufficient lap length for new reinforcement is available, additional concrete may have to be broken in order to expose adequate length of the existing reinforcement may be directed.

Measurement shall be taken as actual volume of concrete broken with the steel based on the original dimension of the concrete element. No separate payment shall be made for removing the reinforcement rods.

05 Application of Rust Passivator :

The entire surface of the exposed reinforced concrete element should be thoroughly cleaned. The reinforcement rods must be thoroughly cleaned using a chisel, scrapper, wire brush and emery paper. The rust passivator is to be applied carefully on the exposed dry surfaces of the reinforcement rods with a brush or cloth. The passivator must be applied as per the manufacturer's specifications. Allow air drying for 24 hours before any further treatment is done on this surface after cleaning.

Measurement shall be taken of the entire chiselled area where reinforcement rods are exposed and rust passivator applied or Actual quantity used. (see BOQ)

6 Scaffolding

Scaffolding shall be safe and erect. Under no circumstances will holes be allowed to be made in the walls to support the scaffolding. Tying of scaffolding to the old pipes of the building may be disallowed. Temporary props between balconies or chajjas to give lateral support to the scaffolding will be permitted where feasible. In general steel scaffolding will be preferred.

7 Sand :

Sand for concrete and plaster mortar shall be only river sand of proper gradation. Silt and other impurities must not exceed 4 percent. Improper sand shall be immediately removed from the site and the decision of the Consultant shall be final.

8 Curing :

New concrete shall be maintained damp for a period of 2 weeks minimum. New plaster shall be cured at least 3 times a day for a period not less than 10 days. The 1st coat of plaster shall be cured for a period not less than 3 days. If required the surface shall be maintained damp using a wet hessian cloth.

9 ADMIXTURES / ADDITIVES:

Chemical admixtures and additives must be used strictly as per the recommendations of the manufactures and in consultation with the Engineer. Any change in the effectiveness of the products shall be brought to the notice of Engineer. The Contractor shall test the effectiveness of the product before using it for the works. Each and every batch of the product brought to site shall be tested before use. A note of the expiry date must also be kept for each container. In the interest of proper use the contractor shall maintain a complete record of the batch, procurement date, application time and location for works involving epoxy, polymer latex and rust passivator, etc. Measurements for these works shall be as mentioned in the Bill of Quantities.

## **GENERAL SPECIFICATIONS FOR MATERIALS**

### **01. QUALITY**

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Employer/Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in this Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the Engineer.

### **02. INSPECTION AND TESTING**

All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his Representative.

### **03. SAMPLES**

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Engineer or his Representative.

### **04. INDEPENDENT TESTS**

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or Analyst appointed by the Engineer/Employer in order to check the supplier's works tests and analysis. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected.

## **LIST OF RELEVANT IS-CODES FOR REINFORCED CEMENT CONCRETE AND ALLIED WORKS**

The specifications for Reinforced Cement Concrete and Allied works are based on the following standards/ IS codes and forms the part of the specifications. All shall be the latest editions including all applicable revisions and additional publications. In case of discrepancy between this specification shall govern.

- IS: 269 - Specification for ordinary, rapid - hardening and low heat Port land cement.
- IS: 1489 - Specification for Portal and-pozzolona cement.
- IS: 4031 - Methods of physical tests for hydraulic cement.
- IS: 650 - Specification for standard sand for testing of cement.
- IS: 383 - Specification for coarse and fine aggregates from natural sources for concrete.
- IS: 2386 - Methods of tests for aggregates for concrete.
- IS: 516 - Method of test for strength of concrete.
- IS: 1199 - Method of sampling and analysis of concrete.
- IS: 3025 - Methods of sampling and test (physical and chemical ) for water used in industry.
- IS: 432 - Specification for mild steel and medium tensile(I & II) steel bars and hard drawn steel wires for concrete reinforcement.
- IS: 1139 - Specification for hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement.
- IS: 1786 - Specification for cold twisted steel bars for concrete reinforcement.
- IS: 4990 - Specification for plywood for concrete shuttering work.
- IS: 2645 - Specification for integral cement waterproofing compounds.
- IS: 4461 - Cold worked steel bars for the reinforcement of concrete.
- IS: 456 - Code of practice for plain and reinforced concrete.
- IS: 3395 - Code of practice for composite construction.
- IS: 2751 - Code of practice for welding of mild steel bars used for reinforced concrete construction.
- IS: 2502 - Code of practice for bending and fixing of bars for concrete reinforcement.
- IS: 2571 - Code of practice for laying insitu cement concrete flooring.
- IS: 3414 - Code of practice for design and installation of joints in buildings.
- IS: 3358 - Code of practice for use of immersion vibrations for consolidating concrete.
- IS: 4014 - Code of practice for steel tubular scaffolding.
- IS: 1791 - Specification for batch type concrete mixers.
- IS: 1200 - Method of measurement of building works.
- IS: 3385 - Code of practice for measurement of civil engineering works

In the event that state or other government bodies have requirements more stringent than those set forth herein such requirements shall be considered to be part of this specification and shall supercede this specification where applicable.

**SPECIFICATION FOR REPAIRING CONCRETE WORK WITH  
POLYMER MODIFIED CEMENT MORTAR**

**GENERAL:-**

The polymer modified cement mortar shall be prepared at site adding 43/53 grade cement, polymer and Well graded Quartz sand/ Screened River Sand Confirming to I.S. 383 Zone II as directed by the Consultants.

**2.0 QUALITY ASSURANCE:**

2.1 Labelling -contractor shall clearly mark all containers with following information:-a)Name of Manufacturer  
b)Manufacturer's product identification

2.2 Application control- Contractor shall submit mixing application procedures for approval prior to use.

**3. PRODUCT DELIVERY, STORAGE AND HANDLING:**

3.1 Delivery of Materials- Contractor shall deliver all materials in containers with label legible and intact.

3.2 Storage of Materials- Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

3.3 Handling of Materials- All materials shall be handled in a safe manner and in a way to avoid breaking containers.

**4. PROJECT CONDITIONS:**

4.1 Environmental Requirements- Contractor shall comply with manufacturer's recommendations as to environmental conditions. under which the latex compound may be applied.

**5. PRODUCTS:**

5.1 Polymer modified cement mortar shall be prepared using approved brand of product (Polyalk EP).

Cement - The cement used shall be 53 grade portland cement conforming to IS 8112.

Sand - The sand shall be sharp, washed, well graded and free from excessive fines.  
Generally Quartz sand of appropriate gradation or/and River sand falling in Zone II grading of IS 383 shall be used.

5.4 Water - Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other that may be deleterious to concrete or steel. Following concentrations shall be treated as maximum permissible values.

- a. To neutralize 200ml. sample of water, using phenolphthalein as an indicator, it should not require more than 2 ml. of 0.1 normal NaOH. The details of test shall be as given in IS-3025.
- b. To neutralize 200 ml. sample of water, using methyl orange as an indicator should not require more than 10 ml. of 0.1 normal HCl. The details of test shall be as given in IS:3025.

Permissible limits for solids when tested in accordance with IS-3025 shall not exceed the following:

<u>Type of Solids</u>	<u>Permissible limit, max.</u>
Organic	200 mg/l
Inorganic	3,000 mg/l
Sulphates (as SO <sub>4</sub> )	500 mg/l
Chlorides (as Cl)	1,000 mg/l
Suspended matter	2,000 mg/l

- d. The pH value of water shall be not less than 6.

5.5 Reinforcement - The reinforcement shall conform to the following:

- a. All mild steel and medium tensile steel bars shall conform to IS -432.
- b. All hot rolled deformed bars shall conform to IS-1139
- c. All cold twisted bars shall conform to IS-1786.

All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other coatings.

## 6. EXECUTION

Preparation - All substrate's shall be clean and free of dust, plaster, oil paint, grease, corrosion deposits and any other deleterious substances. Excess laitance shall be removed by mechanical means. All surfaces so treated shall be thoroughly washed with clean water.

Any steel in repair area shall be exposed and cleaned to remove all loose scales and corrosion deposits and then coated with one coat of approved Rust Passivator and two coats of polymer modified cement slurry as rust preventor.

Additional steel, wherever required, in the form of R/F bars or welded wire mesh be properly secured to substrate.

6.2 Priming - Immediately before priming the concrete substrate shall be thoroughly dampened with water with any excess being brushed off. Bonding slurry shall be prepared and applied into the substrata. Care should be taken to avoid puddling of emulsion. The repair mortar shall be applied while the primer is still tacky. Slurry proportion shall be as per description in Bill of quantity/ as directed.

Mix Design-

- a) For P.M.M. (Polymer 20% by weight of Cement ) i.e. (1:5:15)  
Cement : 50 kgs.  
Quartz Sand/Zone 2 River sand : 150 kgs.

Latex Emulsion :10 Kgs.

Water: Add sufficient to give required consistency

b)For P.M.M. (Polymer 5% by weight of Cement ) i.e. (1:20:60)

Cement :50 kgs.

Quartz Sand/Zone 2 River sand : 150 kgs.

Latex Emulsion : 2.5 Kgs.

Water: Add sufficient to give required consistency

6.4 Application - Surfaces shall be thoroughly prepared as previously recommended.

All sharp edges shall be rounded off. All surfaces shall be primed including edges using approved polymer modified cementitious slurry in required proportions.

All applications shall be wet on wet. The primer shall not be allowed to dry. Water contents shall be kept to minimum necessary. All aggregates shall be clean and dry. All mortars shall be thoroughly cured for one day, and shall not be rettempered after initial set. Under no circumstances the thickness of P.M.M. in a specific layer should exceed then that recommended by the manufacturer. In case larger thickness of P.M.M. are required to be applied than, adequate bond coat in between 2 layers of specific thickness shall be applied as per the manufacturer's specifications and consultants instructions.

CLEANING:

All tools shall be washed with clean water immediately after use.

## **SPECIFICATION FOR BRICK MASONRY WORK**

### **1.0 MATERIALS:**

a) Bricks shall conform to the relevant Indian Standards. They shall be sound, hard, homogeneous in texture, well burnt, table moulded, deep red, cherry or copper coloured, of regular shape and size and shall have sharp and square edges and parallel faces. They shall not absorb water more than 1/6th of their weight when soaked in water for more than 24 hours. Bricks shall have a minimum crushing strength of 50 kg/Sq cm unless otherwise noted in the drawings. The classes and quality of bricks shall be as laid down in IS: 3102 and their sizes as per IS: 1077. If demanded, brick samples may be got tested as per IS: 3495.

b) Mortar for brick masonry shall be prepared as per IS: 2250. The sand shall be free from clay, shale, loam, alkali and organic matter. If required the sand shall be washed till it is free of any contamination. The mortar once prepared shall be used within 45 minutes of mixing. Mortar left unused in the specified period shall be rejected.

c) All bricks shall be thoroughly soaked in clean water for at least one hour immediately before being laid. Brick work 230 mm and over shall be laid in English Bond unless otherwise specified. 115 mm brick work shall be laid with R.C.C. Patlis/stretchers as instructed by the Consultant. Brick shall be laid with frogs uppermost. All brickwork shall be plumb, square and true to dimension shown, vertical joints in alternate courses shall come directly one over the other and be in line. Horizontal courses shall be levelled. Cement, sand and water shall be as described in "Specification for Reinforced Cement Concrete".

### **2. WORKMANSHIP:**

The whole of the brickwork shall be built in plumb and in such bond as the Consultant may direct, and shall be carried out in a thoroughly workmanlike manner and to the entire satisfaction of the Consultant. Brick on edge layers shall be provided where directed.

A good bond shall be preserved throughout the work both laterally and transversely. Each course shall be kept perfectly horizontal and in plumb. The bricks shall be laid with the frogs facing upwards. The vertical joints shall break joint with course below and above and under in alternate course to prevent the necessity of bats. The joints shall not exceed 10 mm in thickness and shall be full of mortar, close, well finished and neatly struck. The work shall be kept wet while in progress to the entire satisfaction of the Consultant till the mortar is properly set. On Sundays and other holidays when the work is stopped the top of all unfinished masonry shall be kept flooded with water and labourers shall be employed for the purpose. The Consultant shall be at liberty to water the work at the contractors expenses should the contractor fail to do so to the Consultant's satisfaction. As a rule the whole of the masonry work shall be carried out at one uniform level throughout but where breaks are unavoidable, the joint shall be made in good long steps so as to prevent cracks arising between the new and old work. All junctions of walls shall be formed at the time the walls are being built and cross walls shall be carefully bonded into a depth of at least 20mm before the mortar has set.



## **GENERAL SPECIFICATIONS FOR PLASTERING WORKS**

### **(A) SPECIFICATION FOR SAND FACED PLASTER.**

#### **1. MATERIALS:**

Cement, sand, water and admixture shall comply with the respective provisions a mentioned in IS : 8112, IS : 383,IS: 456 & IS: 9103.

#### **2. MIX PROPORTIONS:**

The water cement ratio shall be within the range of 0.4 to 0.5. The proportion of cement and sand shall be in the required as specified.

#### **3. SURFACE PREPARATION**

The joints shall be raked out properly and dust and loose mortar shall be brushed out. Efflorescence, if any shall be removed by brushing out and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced.

#### **4.0 GENERAL**

All corners, angles, arises and junctions shall be truly vertical and horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises angles etc. Where required shall be done without any extra cost. Such rounding or chamfering shall be carried out with proper templates to the size required.

In suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally aid vertically, when recommencing the plaster, the edge of the old work shall be scraped, cleaned aid wetted with water before plaster is applied to the adjacent area. Plastering work shall be closed at the end of the day on the body of the wall and not nearer than 150mm to any corners or arises. It shall not be closed on the body of features like bands, cornices etc. and nor at the corners. Horizontal joints in plaster work shall not also occur on parapet top and copings. The joint of first and second coat of plaster should not fall at the same location.

The thickness of the plaster specified shall be measured exclusive of the thickness of tie key i.e grooves, or open joints in the masonry. The average thickness of plaster shall not be less than the specified thickness. The minimum thickness over any portion of the surface shall not be less than specified thickness by wore than 3mm. As this being a repair project, at some places plaster may have to be done in 3 coats due to more thickness but nothing extra shall be paid for that.

The curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expenses by such means as the Engineer may approve. The dates on which plastering is done shall be legibly marked on the various sections plastered to help watching of curing period.

For plastering work, double scaffolding having two sets of vertical supports shall be provided so that scaffolding is independent of walls. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it.

## 5. APPLICATION OF PLASTER

Plaster shall be applied in two coats namely, 12mm under coat and 8mm finishing coat. Ceiling plaster shall be preferably completed before commencement of wall plaster. Plastering shall be started from top and work down towards floor. All holes in masonry shall be properly filled in advance of plastering.

### 5.1 12MM THICK UNDERCOAT

Before starting the actual plastering dhadas of 12mm thick and 150 x 150mm shall be applied horizontally and vertically, at not more than 2m intervals over entire surface to serve as gauges. The plaster shall be applied in a uniform surface slightly more than 12mm thick and then brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upwards and sideways movements at a time. The surface shall be left rough and furrowed 2mm deep with scratching tool diagonally both ways, to form key for finishing coat. The surface shall be kept wet till finishing coat is applied.

#### Cement Mortar

Mortar for undercoat shall be one cement + four sand (1:4) by volume.

### 5.2 8MM FINISHING COAT

The finishing coat shall be applied after the undercoat has sufficiently set but not dried and in any case within 48 hours. Sand to be used for second coat shall be sieved. Sand passing through 3mm sieve shall be taken for the second coat. The sand shall be of uniform in size so that when sieved through a sieve of 50 mesh not more than 10% shall pass through. The second coat shall be struck uniformly over the first coat and firmly pressed and levelled using a batten. The surface then shall be firmly trowelled and sponge floated to remove excess moisture and bring the sand to the surface. The surface thus prepared shall be uniformly roughened for texture, by running a fine wire brush lightly over the surface if necessary.

#### Cement Mortar

Mortar to be used for this coat shall be 1 cement + 3 sand by volume.

The surface of plaster shall be kept wet for at least 7 days and shall be protected from sun.

**(B) LOOSE POCKET REPAIRS (PATCH WORK REPLASTERING)**

Before starting loose pocket repairs in plaster, the same must be assessed carefully jointly with the representative of consultants and the area must be clearly marked in proper shape of either square or rectangular. The area thus marked shall be carefully removed by first cutting the edges with sawcutter and subsequently removing the loose damaged plaster by chisel and hammer.

After removing the loose plaster the exposed surface must be cleaned with running water. A liberal bond coat must be applied on the edges before starting the sand faced plaster work in two coats. as mentioned above. The bond coat must be applied on the edges while doing 2nd coat of plaster also.

**(C) 15mm NEERU PLASTER**

This plaster shall be applied in two coats namely, first undercoat of 12mm and second finishing coat of 3mm.

**a. 12MM UNDERCOAT**

Surface preparation and application curing shall be same as that for the undercoat of sand faced plaster and the cement mortar shall be one of cement + four of sand (1:4) by volume.

**b. 3MM FINISHING COAT**

This coat shall consist of neat chunam paste (Neeru). Finely chopped jute shall be added to this paste at the rate of 4 kg per cum. of paste. The second coat shall be applied immediately after the first coat has obtained the initial set (about 4 hours). The second coat shall be well trowelled into the first coat. Trowel marks shall be removed and the surface made plain, even and level. The surface then shall be cured for 7 days. The curing shall commence after an initial period for which the surface is allowed to shed its excess moisture.

**(D) 12MM CEILING PLASTER**

Surface preparation, application and curing shall be as outlined for Neeru plaster except that undercoat shall be of 9mm thick and finishing coat of 3mm.

**MODE OF MEASUREMENT**

1.0 Measurement for plastering shall be based on sqft. of plastered area.

2.0 The rate for plastering shall include the cost of providing drip molds, bands scaffolding, swing etc. needed for the work with material and labour all complete.

3.0 Neither deduction shall be made for opening or ends of beams, post, steps etc. nor addition shall be made for jambs, soffits, sills upto 0.5sqm. In area.

For opening area between 0.5 sqm and 3.0sqm. each, deduction shall be made at 50% of the opening area and no payment shall be made for jambs, soffits and sills.

For openings of area more than 3.0sqm, deduction shall be made for full area of openings and area of jambs, soffits and sills shall be measured. In measuring jambs, soffits and sills deductions shall not be made for the area in contact with the frame of doors, windows etc.

**SPECIFICATION FOR CEMENTICIOUS GROUT****1. MATERIALS:**

1.1 Cement - 43 grade Portland Cement conforming to IS:8112.

1.2 Water - Water used for grout shall conform to the requirements of IS:456.

1.3 Additive - CONBEX-100 manufactured by FOSROC or equivalent.

**2. PREPARATIONS:**

Suitable holes shall be drilled in concrete surfaces and 12mm dia.. grouting nipples shall be inserted at 100mm c/c and 30 to 40mm deep. In case of cracks, the nipples shall be inserted along crack lines, after making “V” grooves by means of suitable chisels. The grooves shall be made dust free by thorough washing and drying. The distance between injection nipples along crack lines shall be sealed with epoxy putty. The grout holes shall be flushed with water prior to application of grout to prewet the structure. However, the substrate so wetted shall just be moist and there shall not be standing or free water present.

### 3. MIXING OF GROUT & INJECTING:

The grout shall be mixed in following proportions.

Cement                      50 kg.

CONBEX 100              225 gms.

Conbex-100 additive shall be premixed with dry cement which shall be then gradually added to the water and mixed for 3-5 minutes until thorough dispersion is achieved.

After mixing all grout shall be passed through a 5mm sieve to remove lumps. The grout shall be pumped using 2-3 kg/cm<sup>2</sup> pressure, in a continuous fashion. All nipples shall be cut flush and sealed after the grout has hardened.

### 4. PRECAUTIONS:

All eye contaminations shall be avoided. In case of eye contaminations, the eyes shall be thoroughly washed immediately with plenty of water and medical advice shall sought.

## **SPECIFICATION FOR WATERPROOFING WITH POLYMER MODIFIED CEMENT SLURRY**

### **GENERAL:**

The polymer modified cement slurry shall be prepared at site adding 43 grade cement and polymer latex.

### **2. QUALITY ASSURANCE:**

2.1 Labelling - Contractor shall clearly mark all containers with following information:-

- a) Name of Manufacturer
- b) Manufacturer's Product identification

2.2 Application Control - Contractor shall submit mixing application procedures for approval prior to use.

### **PRODUCT DELIVERY STORAGE AND HANDLING -**

Delivery of Materials - Contractor shall deliver all materials in containers with labels legible and intact.

Storage of materials - Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

Handling of materials - All materials shall be handled in a safe manner and in a way to avoid breaking containers.

### **PROJECT CONDITIONS**

Environmental Requirements - Contractor shall comply with manufacturer's recommendations as to environmental conditions under which the polymer latex compound may be applied.

### **5. PRODUCTS:**

5.1 Cement - The cement used shall be 43 grade portland cement conforming to IS:8112.

5.2 Polymer Latex : Polymer modified cement slurry shall be prepared using approved brand (Polyalk WP) of Polymer Latex.

### **6. EXECUTION:**

6.1 Preparation : All substrate shall be clean and free of dust, plaster, oil, paint, grease, corrosion deposits and any other deleterious substances. All surfaces so treated shall be thoroughly washed with clean water. Cracks other than hair line ones shall be widened, freed from loose particles and then filled with polymer mortar as directed. The surface shall be moistened about half an hour before application of slurry. A slurry consisting of one part by weight of approved polymer emulsion and 1.5

parts by weight of cement shall be prepared to a lump free consistency. The slurry shall be brush applied to the damp surface taking care to prepare as much slurry as can be utilised within 30 minutes. After the first coat has dried, a second coat shall be applied at right angles to first one. After allowing for 24 hours, the top coat shall be wet cured for 3 days. In case of 3 coats, the third coat shall be applied after 2nd coat has dried. The third coat shall be wet cured after 24 hours of application for 3 days.

### **7. CLEANING:**

7.1 All tools shall be washed with clean water immediately after use. Recommended

Polymer Latex Products Polyalk WP by Sunanda Speciality Coatings Pvt. Ltd.

## **SPECIFICATION FOR BRICK BAT COBA WATER PROOFING TREATMENT**

### **1. MATERIALS:**

- 1.1 Cement, sand and water used shall be in conformity with the specifications for repairing concrete with polymer modified cement mortar mentioned else where in the tender.
- 1.2 Brick bats shall be prepared out of whole, sound, well burnt bricks free from cracks and impurities to the entire satisfaction of the Consultant.

### **2.0 GENERAL**

Waterproofing treatment shall be as specified in the schedule of items over, chajjas , Canopies with or without cutouts, openings, inverted beams, ducts, vents, pipelines etc. All proprietary material shall be laid to manufacturer's specifications and proportions but in no case less than the specifications and proportions as detailed in the following paragraphs.

#### **Removal of existing waterproofing treatment**

All existing waterproofing layers will be removed by the contractor using a well sharpened chisel and hammer. The hammer shall be used in the manner and directions of the consultant. In no case the hammer shall be impacted directly over the slab. Chisel is to be used only in slanting manner so as to ensure that the chisel does penetrate the RCC Slab below. Any damages to the slab due to such non compliance/negligence on the contractors part shall be made good using proper shuttering, steel ,polymer and concrete as per the consultants direction at no extra cost.

It shall be allowed to cure for 7 days before further work is undertaken.

#### **Surface Preparation**

The RCC and other surface should be cleaned off all foreign materials such as loose mortars, concrete, local humps, bare metal pieces and other unwanted materials. The surface to be treated shall be hacked with tacha to remove loose mortar scaling and roughened. The surface should be rubbed vigorously to remove all dust with the help of wire brush/brooms. The surface should be cleaned to have proper bond with the waterproofing treatment to be laid.

The surface thus prepared shall then be washed with clean potable water before laying the waterproofing treatment. The construction joints, cracks, honey combing, if any, should be located and should be treated with waterproofing compound, injection, grouting etc. to seal off the cracks, air holes, honey combing, etc. to the entire satisfaction of the Engineer or his authorised representative. The terrace is then subjected to terrace method of waterproofing treatment as per manufacturer's specifications.

### **3. Workmanship:**

- 3.1 Surface over which brick bats is to be laid, shall be thoroughly cleaned with water. 25mm thick layer of cement mortar 1:4 with approved waterproofing compound at 1 kg/bag as base material shall first be laid. Over this base material brick bats of required sizes shall be laid to proper levels and slope not flatter than 1:100, partly embedded and the interstices shall be filled with cement mortar 1 :4 with waterproofing compound at 1kg/ bag. The brick bat coba so laid should be allowed to set for at least for 3 to 7 days as instructed by the consultant and kept under water. Any seepage/dampness noticed on the underside of ceilings should be treated again as described above.

The finishing layer shall be finished with 20mm thick cement plaster layer in cement mortar 1:3 with waterproofing compound at 1kg/bag to the desired slope and level. The layer

so laid should be jointless and trowelled vigourosly till it becomes hard. Suitable parabolic wattas at the junction of wall and floors upto a ht. of 300mm or as directed shall be provided. The top layer of waterproofing treatment shall finished 'with false marking if required.

- 3.2 Curing : Wet curing shall be done at two stages. Once for 3 days when brick bats are embedded in base mortar and second time for 7 days after interstices are filled up and top layer of cement mortar is applied. Any defects noticed during such times shall be attended to immediately to the entire satisfaction of the Consultant.

4. Cleaning:  
All tools shall be cleaned immediately after use cleaned with clean water.

5. Guarantee:  
The Contractor shall issue to the client a performance guarantee certificate for 5 years period in the format suggested by the consultant for water tightness of the treatment from the date of completion.



**Specifications for repairing concrete with cement mortar/concrete trowelling****1. Materials****1.1 Cement:**

The cement used shall be ordinary Portland Cement confirming to IS:269.

**1.2 Aggregates:**

1.2.1 Sand for mortar shall comply with the requirements given in IS:383 and graded evenly from fine to coarse as per zone II and zone III grading of IS: 383

Sand failing to satisfy these gradings may, however be used if permitted by engineer.

1.2.2 Coarse aggregate when used shall comply with the requirements of IS:383. It shall generally confirm to following grading.

***GRADING OF COARSE AGGREGATE***

IS Sieve mm	Percentage Passing by Mass
12.5	100
10	85-100
4.75	10-30
2.36	0-10
1.18	0-5

All oversize pieces shall be rejected by screening.

1.2.3 Gradation of combined coarse and fine aggregate mixture where used for repair work shall be generally between following limits.

IS Sieve mm	Percentage Passing by Weight
12.5	100
10	95-100
4.75	72-85
2.36	52-73
1.18	36-55
600 microns	28-38
300 microns	7-20
150 microns	0-8

**1.3 Water:**

Water used for cement mortar/ concrete trowelling shall conform to the requirements of IS:456.

**1.4 Admixture:**

Admixtures may be used by the contractor with the approval of engineer. The Admixture shall conform to IS: 9103.

## Mix design

The mortar/concrete mix required shall be developed by laboratory tests and field trials. The laboratory trial mixes shall contain the same ingredients and raw materials that are earmarked for use on the job. The water cement ratio for mortar/ concrete shall be within the range of 0.4 to 0.5 by mass, minimum cement content shall be 400kg /cu.m of mix and 28 days target strength shall be so designed so as to obtain a 28 days characteristic strength of 25N/mm<sup>2</sup> during actual work.

### 3. Application of mortar/concrete

#### 3.1 Preparation of surface:

A good base or foundation shall be prepared for successful application of mortar/ concrete.

3.1.1 All unsound / weak concrete material shall first removed by the contractor upto the required depth as directed by engineer. Chipping shall continue until there are no offsets in the cavity which will cause an abrupt change in the thickness of repaired surface. No square shoulders shall be at the perimeter of the cavity, all edges shall tapered. The final cube surface shall be critically examined to make sure that it is sound and properly shaped.

3.1.2 After it has been ensured that the surface which mortar/ concrete is to be bonded, is sound, it shall be cleaned off all loose and foreign material by means of sand blasting or stiff wire brushing as instructed by engineer. All dust and loose particles resulting from such pre-treatments shall be removed by oil free air blast.

#### 3.2 Bonding slurry and application:

The contractor shall wet down the surfaces ensuring that they are saturated but free of surface water. A bonding slurry shall be prepared by mixing thoroughly 2 parts of cement to 1 part of water to a lump-free consistency.

#### 3.3 Application of cement mortar / concrete:

Cement shall be properly mixed with the aggregates and water.

The mixing shall be carried out in efficient concrete mixer. However, the engineer may allow hand mixing in case total weight of mix per batch is less than 50 kgs. In case of hand mixing 10% additional cement shall be mixed by the contractor.

The mixer shall be charged with the required quantity of coarse aggregate (where used), fine aggregates, cement and premixing shall be carried out for approximately half a minute. Required quantity of water shall then be added and further mixing shall be carried out for 1 to 1-1/2 minutes to obtain working consistency. Care shall be taken to avoid excessive water.

Rendering cement mortar/ concrete shall be done after applying bonding polymer to the prepared surface while the bonding coat is still tacky. After application of mortar/ concrete the surface shall be closed using a wooden float and steel trowel giving it a smooth finish.

### 3.4 Curing

Cement mortar/ concrete trowelled surfaces shall be kept continuously wet for at least 7 days.

### 3.5 Inspection and quality control

The mortar/ concrete application work shall be continuously inspected by a qualified supervisor who shall check materials, application of mortar/ concrete, stoppage of work during low and high temperatures (working temperature range being 10<sup>0</sup>C to 38<sup>0</sup>C) and high winds etc. Each completed work of cement mortar/ concrete shall be systematically sounded with a hammer to check for drummy areas after hardening.

In all suspect areas, the contractor at the instruction of engineer dismantle the work and re do the same after reparing the surfaces by chipping off mortar/ concrete work and abrading the bonding slurry interface.

In addition mortar / concrete cubes prepared by filling 15cm cube moulds shall also be used for day to day quality control tests. The frequency of testing shall be as per IS:456. The mortar/ concrete shall be deemed to comply with the strength requirements if the test results satisfy the acceptance criteria as per IS:456.

**GENERAL SPECIFICATIONS FOR WATER SUPPLY, DRAINAGE & SANITARY FITTINGS*****GENERAL***

All pipes and sanitary fixtures and fittings shall be of good quality, free from blisters, cracks, crazings and such defects. They shall be required sizes and conforming to relevant I.S. codes. Measurement shall be taken in as laid condition and the rates shall be inclusive of all fittings, junctions, bends, Ys Ts, caulking where required, bolts, threading, labour, tools, complete.

All pipes, fittings and appliances shall be thoroughly cleaned before fixing and care should be taken to see that no extraneous material gets into them during fixing. All items required for ensuring leak proof joining and efficient functioning of the pipe and appliances shall be carried out without extra claims. All these works shall be carried out by an experienced and/or licensed plumber to the entire satisfaction of local laws and the Engineer. All cement joints shall be cured for seven days. All holes made in walls shall be made good with no extra claims.

The pipes before being laid shall be thoroughly cleaned specially the inside of pipes if required. Socket ends of pipes shall always face upstream of effluent flow. The drains shall run in perfect straight lines between manholes. The trenches shall not be filled in until the joints have been tested and alignment of drains and connections into and from the manhole and their positions have been examined and certified by the Engineer, if required. The whole of sanitary work comprising provision of drainage and water supply arrangements including sanitary at water fittings and fixtures complete in all respects shall be carried out in accordance with the rules and regulations of the local

authoritv through the agency of a licensed plumber. If required, the Contractor shall have to get all materials brought on site for incorporation in the work, approved by the local authority at his own expense. Wherever practicable all the main drains shall be commenced at the point of the outfall, the necessary junctions for the branch drains to be inserted as the work proceeds until the mains are completed. The branch drains shall then be commenced at the point of the junction with the main drain. The whole of the drain pipe shall be accurately laid and butted closely together at the joints, where stoneware concrete drains are laid. Special care shall be taken that cement etc. is neatly out of the pipes by drawing a closely fitted wad through them as the work proceeds.

a)G. I. Pipes :

***Materials***

The galvanised iron pipes shall be of the type and diameter specified and comply with IS: 1239, 1973. Unless otherwise specified heavy type (C Class) galvanised iron pipes shall be used. Fine hemp, linseed oil, clamps, screws and galvanised iron fittings shall be covered in the rates.

The pipes shall be secured clear of the wall surface by means of MS. holder bats. All control valves, bib cocks, stop cocks, ball valves shall be of the best approved quality procurable of heavy cast drawn brass.

Laying and Fixing.

Where pipes have to be cut or re threaded, ends shall be carefully filed out so that no obstruction to bore is offered. In joining the pipes, the inside of the socket and the screwed ends of the pipe shall be rubbed over with white zinc and few turns of hemp yarn wrapped round the screwed end of the pipe which shall then be screwed home in the socket with a pipe wrench. Care must be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing.

Internal Work:

For internal work, G.I. pipes and fittings outside the walls shall be fixed by means of standard batten holder (guttis) and clamp keeping the pipe clear off the wall by 15mm. Wherever directed by the Engineer-in-charge chasing of walls shall be done to embed pipes. All pipes and fittings shall be fixed truly vertical and horizontal or as directed by Engineer-in-charge. All embedded water pipes shall be wrapped in bituminous coated tape.

Testing.

All G.I. pipes and fittings shall be tested to a pressure of 10 kg/ sqcm for 2 hours to ensure that pipes have proper threads and jointings (which shall be sealed with white zinc and hemp). All leaking joints shall be made leak proof by tightening or redoing at contractors expense.

b) C. I. Pipes:

The cast iron pipes shall conform to IS : 1536, 1967 IS: 1537, 1960. All fittings shall conform to IS : 1538 - 1969.

The socket shall be inlet end for soil or waste pipes. In vent pipes the socket shall face up. The spigot shall be carefully centered in the socket using laps of spun hemp yarn twisted into ropes of uniform thickness thoroughly soaked in hot coal tar bitumen and dried before use. The hemp rope shall be well caulked into the back of the socket to leave sufficient depth for lead or cement mortar with fillet as the case may be. The exposed pipes shall be coated with one coat of red lead and two coats of good anticorrosive oil paint of approved shade.

c) A. C. Pipes :

Asbestos cement pipes shall conform to IS: 1626, 1960 for pipes fixed on walls and class I of IS:1592, 1970 for pipes laid under ground. All the fittings shall have cleaning eyes where they are necessary. The pipes shall be fixed on the walls using wall clips or holder bats as specified.

d) Salt Glazed Pipes :

These shall conform to IS:651, 1971. Jointing shall generally be done as per clause 5.6 of IS:1742, 1972. Spun yarn soaked in cement wash shall be passed round the spigot and then inserted into the socket. After caulking cement mortar 1:1 shall be pressed into the joints and finished at 45 degrees. The pipes shall be laid on an even bed of 1:4:8 cement concrete with perfect gradient.

e) P.V.C. Pipes:

P.V.C. Pipes and fittings shall be of good quality PVC, dimensionally stable and not prone to mechanical damage in handling/transportation. All fittings shall be injection moulded with a minimum thickness of 3.2 mm.

Laying and joining: Outside of the pipes spigot end and inside of sealing groove shall be thoroughly cleaned. Lubricant supplied by the manufacturer shall be applied uniformly to the spigot end and sealing ring and spigot end shall be passed into the socket containing sealing ring until fully home position. The position of the socket edge shall be marked with a pencil or felt pen on the pipe. The pipe shall then be withdrawn from the socket by approx 10mm(for thermal expansion gap) With horizontal runs, the PVC Pipe clips shall be placed at intervals of no more than 10 times the outer diameter of the pipes. Vertical line clips shall be placed at intervals of one to two meters.

f) Inspection Chamber :

These shall be rectangular inside clear 900 x 450 and of required depth. They shall be built in 225mm brickwork and cement mortar 1:4 on 150 thick PCC 1:3:6 bedding. The bedding shall be finished with half round glazed stoneware pipes, bends, etc. Heavy type cast iron manhole frame and cover shall be provided at the top.

g) Nahani Trap

Nahani trap shall be of heavy cast iron as per IS:3989 with 100mm inlet and 80/100mm outlet with CP pressed steel grating. It shall be of self cleaning design. It shall be fixed in cement mortar 1:2 and as directed by the Engineer.

h) Stoneware Gully Trap Chamber

The square mouth gully trap shall conform to IS:651 and of approved make stoneware complete with cast iron grating. The size of the CI frame at cover shall be of 300x300mm.

The size of the chamber shall be 300 x 300 x 675mm (internal). It shall be constructed of brick masonry walls of 115mm thick at MI5 concrete foundation. Inside at outside faces of masonry walls shall be plastered with cement mortar 1:3. The top of the chamber shall be provided with C.I. cover at frame.

## **GENERAL SPECIFICATIONS FOR PAINTING WORKS**

### **1.0 GENERAL**

**The surfaces for painting covered under this specification broadly consists of the following**

1. Structural Steel works
2. Steel Doors, Windows, Ventilators
3. Timber doors, Windows, Ventilators
4. Concrete and masonry Surfaces
5. Cast Iron Covers, Pipes, Gratings N'

### **2.0 WHITE WASHING WITH LIME**

#### **2.1 PREPARATION OF SURFACE**

Before any work is white washed, the surface shall be thoroughly brushed free from mortar droppings and foreign matter.

#### **PREPARATION OF LIME WASH**

This shall be prepared from fresh stone white lime. The lime shall be thoroughly slaked, mixed and stirred with water to make a thin cream. This shall be allowed to stand for a period of 24 hours and then shall be screened. 40gm of gum dissolved in hot water shall be added to each 10 cubic decimeter of the cream. Indigo (Neel) 3gms per kg of lime dissolved in water, shall then be added and wash stirred well. Water at the rate of 5 litre per kg shall then be added to produce a Milky milky solution.

#### **WHITE WASHING**

The white wash shall be applied with distemper brush to the specified number of coats. Each coat shall be allowed to dry before the next one is applied. Further each coat shall be inspected and approved by the Engineer before the subsequent coat is applied.

Three or more coats shall be applied till the surface presents a smooth and uniform finish through which the plaster does not show.

### **3.0 COLOUR WASHING**

In the case of colour washing, mineral colours, not affected by lime, shall be added to white wash. For new work, the priming coat shall be of white wash with lime or with whiting as specified. Three or more coats, shall then be applied on the entire surface till it represents a smooth and uniform finish.

### **4.0 PAINTING PRIMING COAT ON WOOD OR IRON**

#### **4.1 MATERIALS**

The priming coat for wood work, iron work or plastered surface shall be as specified in the description of the item. It shall be prepared at the site of work or ready-made primer of approved brand and manufacture shall be used.

#### 4.2 PREPARATION OF SURFACE

##### 4.2.1 WOOD WORK

The wood work to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. After the priming coat is applied, the holes and indentation on the surface shall be topped with glazier's putty or wood putty. Topping shall not be done before the priming coat is applied as the wood will absorb the oil in the topping and the later is therefore liable to crack.

##### 4.2.2 IRON AND STEEL WORK

All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be thoroughly wiped away from the surface. The surface shall be dried before priming coat is undertaken

#### 5.0 WATER PROOF CEMENT PAINT

##### 5.1 MATERIALS

The waterproof cement paint shall be of approved brand and manufacture.

##### 5.2 PREPARATION OF MIX

Waterproof cement paint shall be mixed as per manufacturer's instructions. Care shall be taken to add the waterproof cement paint gradually to the water and not vice versa.

##### 5.3 APPLICATION

The solution shall be applied on the clean and wetted surface with brushes. The solution shall be kept well stirred during the period of application. The completed surface shall be watered after the days work. Three or more coats of waterproof cement paint as are found necessary shall be applied.

#### 6.0 WATERPROOF ACRYLIC PAINT

##### 6.1 MATERIALS

The waterproof Acrylic paint shall be of approved brand and manufacture.

##### 6.2 PREPARTION OF MIX

Waterproof Acrylic paint shall be mixed as per manufacturer's instructions

##### 6.3 APPLICATION

The solution shall be applied on the clean and dust free surface with brushes. All major cracks must be racked open and sealed with suitable sealant before starting the application of paints. The solution shall be kept well stirred during the period of application. Two coats of waterproof Acrylic paint must be applied.



7.0 OIL PAINT7.1 MATERIALS

Paints, oils etc. of approved brand and manufacture shall be used. If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by the Engineer shall be used.

7.2 COMMENCING WORK

Painting shall not be started until the Engineer has inspected the items of work to be painted and approved the commencement of work.

8.0 PAINTING WITH SYNTHETIC ENAMEL PAINT8.1 PAINT

Synthetic enamel paint of approved brand and manufacture and of the required shade shall be used for the top coat and undercoat of shade to match the top coat as recommended by the manufacturer shall be used. The surface preparation shall be as described earlier.

APPLICATION8.2.1 UNDER COAT

One coat of the specified paint of shade shall be applied and allowed to dry, overnight. It shall be rubbed next day with the finest grade of abrasive paper.

8.2.2 Top coats of specified paints of the desired shade shall be applied after the under coat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure proper, uniform glossy surface.

9.0 PAYMENT

The rate shall include the cost of the following

- Supply and mixing the paint as specified.
- Preparing the surfaces to be painted
- Providing and erecting necessary scaffolding if necessary and removing the same after the work is completed.
- Lifting the materials to any height
  - Curing and protecting the painted surfaces.

9.2 To arrive at the net area of the painting, varnishing and polishing for the joinery, steelworks, etc. The coefficients given in the following table shall be used. The coefficients shall be applied in all cases to areas measured flat including frame.

**GENERAL SPECIFICATIONS FOR DR FIX-IT RAIN COAT EXTERIOR  
WATER PROOF COATING**

Method of Application

**1 SURFACE PREPARATION**

All new cement-sand renderings /concrete surfaces should be allowed to age 6 to 8 weeks before surface coating surface for treatment must be thoroughly cleaned of all laitance, loose material, oil, grease, etc by mechanical means such as wire brushing & shot blasting finally vacuum cleaning of all loose solids and liquids can be done, if required.

All surface cracks upto 5 mm width should be filled up with Dr. fixit crack-x or Dr. fixit Unifiller. cracks more than 5 mm and all separation gaps should be filled up as specified.

**2 PRIMING**

Prime the surface with Dr. fixit prime seal diluted with potable water by volume in 2:1 ratio (2 parts primer and 1 part water) and allow it to dry for 2 to 3 hours

**3 APPLICATION**

- Use Raincoat directly from the container. Stir contents well before use.
- Apply two neat coats of Raincoat without dilution by brush or roller at a time interval of 5-6 hours. for enhanced protection, apply additional coat of Raincoat on rain lashing walls, chajjas and parapet walls.
- Allow the coated surface to air cure fully for 7 days.

Precautions & limitations

- Do not dilute Dr. fixit Raincoat.
- Recommended to be primed with Dr. fixit prime seal only.
- Do not apply when ambient temperature is below 10 degree or above 45 degree.
- Do not apply in direct sunlight or during rains.
- Adhesion property may get affected over poor quality putty and very smooth surfaces.

Health & Safety Precautions

- Skin contact: Wash skin with soap & water. Remove contaminated clothes.
  - On eye contact: immediately splash eyes with plenty of water. Consult physician if irritation persists.
-

**EQUIVALENT PLAIN AREAS OF UNEVEN SURFACES**

<b><u>Sr. No.</u></b>	<b><u>Description</u></b>	<b><u>Multiplying Coefficient</u></b>	<b><u>Remarks</u></b>
<b><u>1.</u></b>	<b><u>Wood Work Door &amp; Windows</u></b>		
a	Panelled doors & panelled Windows	1.3	For Each
b	Flush doors	1.2	For Each
c	Part panelled & part glazed doors & windows	1.0	For Each
d	Fully glazed doors and windows	0.8	For Each
e	Fully venetioned or louvered windows	1.8	For Each
<b><u>2.</u></b>	<b><u>Steel work Doors &amp; Windows</u></b>		
a	Plain sheeted steel doors & windows	1.1	For Each
b	Fully glazed steel doors & windows	0.5	For Each
c	Part panelled and part glazed doors & windows	0.8	For Each
d	Rolling shutter Top cover included	1.2	For Each
<b><u>3.</u></b>	<b><u>Handrailing pipes, pipes, pipe bends, etc</u></b>	1.0	For All over
<b><u>4.</u></b>	<b><u>Grating, chequered plates</u></b>	1.0	For All over
<b><u>5.</u></b>	<b><u>A.C. Sheetting</u></b>		
a	Corrugated A.C. Sheets and accessories	1.2	For each side
b	Semi-corrugated A.C. sheets	1.1	For each side
<b><u>6.</u></b>	<b><u>Concrete Surfaces Concrete jali work</u></b>	1.2	For each side

**RECOMMENDED BRANDS OF PRINCIPAL CONSTRUCTION MATERIALS / CHEMICALS TO BE USED FOR THE REPAIR PROJECT**

Unless otherwise approved the following brands of Construction materials/ Chemicals shall be used.

<b><u>NAME OF CHEMICAL</u></b>	<b><u>ALTERNATIVE-I E-I FOSROC</u></b>	<b><u>ALTERNATIVE-II ROFFE</u></b>	<b><u>ALTERNATIVE-III E-III SUNANDA</u></b>	<b><u>ALTERNATIVE-IV DR.FIXIT (PIDILITE)</u></b>
RUST REMOVAL	REEBAKLEN RR NITAZINC PRIMER	RUST CLEAR AND RUST CLEAR ZR (ZINCRICH)	RUSTICIDE - SS	DR. FIXIT EPOXY ZINC PRIMER
PASSIVATOR COAT	NITOCOAT AP 35	SUPER CRETE - XL	POLY ALK FIXOPRIME	PAGEL MS O2
BOND COAT	NITOBOND AR STD	SUPER CRETE - XL	POLY ALK -EP	DR. FIXIT PIDICRETE URP/MPB
ACRYLIC BASED POLYMER	NITOBOND AR STD	SUPER CRETE - XL	POLY ALK -EP	DR. FIXIT PIDICRETE URP/MPB
EPOXY RESIN + HARDENER	-----	-----	SUNEPOXY 358	-----
MICRO CONCRETE	RENDROC RGL	ROFFE CRETE REPAIR	POLYCRETE - A	DR. FIXIT MICRO CONCRETE
HACK FREE BONDING	NITOBOND AR STD	PLASTER BOND	HACK AID PLAST	DR. FIXIT CONCRETE SUPERBOND
GROUTING ADMIXTURE	CEBEX 112	-----	SUNPLEX	DR. FIXIT PIDICRETE AM
W/P ADMIXTURE A) PLASTER ADMIXTURE B) TERRACE-W/P C) CHAJJA -IPS	CEBEX 112 AND CONPLAST WL	PLASTER MASTER AND HY PROOF	POLYTANCRE TE-IWL	DR. FIXIT PIDIPROOF LW+ AND DR. FIXIT POWER WATER PROOF
SUPER PLASTICIZER	CONPLAST P211	PLAST 330	SUNPOLICRET E NGT	DR. FIXIT TONIC
CRACK FILLING WORKS	RENDROC CS	PLASTER COAT	POLYFILL-AR	DR. FIXIT CRACK - X POWDER
WATERPROOF ADMIXTURE (LIQUID)	CONPLAST WL	HY PROOF	POLYTANCRE TE-IWL	DR. FIXIT PIDIPROOF LW+
WATERPROOF-ING COATING (POWDER/ LIQUID)	WP 90	HYTITE	POLYALK WP	DR. FIXIT KRYSTALINE
POLYSULPHIDE SEALANT	NITOSEAL AND DECOFILL	-----	SUNJOINT SEAL	DR. FIXIT GAPFILL

**Note:- If alternative materials are to be used it should be only after obtaining prior approval of the Consultant in writing.**

<b>EXTERIOR PAINT TEXTURISED BASED</b>	ACRYLIC OF ASIAN PAINTS
<b>ELASTOMERIC PAINT</b>	ULTIMA PROTEK OF ASIAN PAINT
<b>100% ACRYLIC EMULSION EXTERIOR PAINT</b>	ASIAN
<b>ENAMEL PAINTS</b>	ASIAN / NEROLAC / J & N / ICI

<b>GREY CEMENT</b>	L & T, AMBUJA, BIRLA, ACC.
<b>WHITE CEMENT</b>	BIRLA /J.K.
<b>CAST IRON PIPES</b>	NECO/SIL
<b>G.I. PIPES</b>	TATA MAKE 'C' CLASS/ ZENITH 'C' CLASS
<b>PVC DRAIN PIPES/FITTINGS</b>	ASTRAL/ SUPREME / PRINCE
<b>TAPS &amp; VALVES</b>	APPROVAL MAKE WITH ISI MARK.

TESTING OF MATERIALS

A chart showing the time and quantity scheduled for conducting tests on various building materials is given. Please ensure that tests are carried out according to the above guidelines. Contractor's rate shall include for necessary expenditure for testing including transport of samples of following tests as per IS provisions subject to provisions

No	Material	Test	Test Procedure	Minimum Quantity Consumed	Frequency
1	Sand	a) Silt Content b) Bulking c) Particle size distribution	Field Field Field	20 Cum 20 Cum 40 Cum	20 Cum or part thereof --- Do --- ---Do----
2	Stone	a) Soft and Deleterious b) Particle size distribution	IS – 2336 Part – II Field	20 Cum.	As required. Every 45 Cum part thereof for RC work. For rest of work as desired.
3	Cement Concrete or RCC	1) Slump 2) Cube Strength	Field Field / Laboratory	10 Cum slab, beams and connected columns	Once a day or as desired. Every 10 Cum
4	Steel	a) Tensile Strength	IS – 1529 laboratory	05 tonnes	Every 05 tonnes or part.
		b) Bend Strength	---- Do ----	---- Do ----	---- Do ----

**Note :** The Contractor will have to take necessary material tests other than above tests as per I.S. code for above material or for other than above materials, if required and as directed by the Owner.

**TABLE – I****RECORD OF CEMENT RECEIVED / USED / BALANCE**

No	Cement in stock (Bags)	Cement received	Total cement received (Bags)	Source from which received	Description of work where cement is used.	Number of cement bags consumed	Balance in stock	Signature of Contractors and Bank's Engineer
1	2	3	4	5	6	7	8	9

**TABLE – II****PROFORMA OF PAINT / CHEMICALS REGISTER**

Name of Work :

Name of Contractor :

Agreement No. :

No	Source of receipt with Ref. to S.O. / Indent	Qty. received	Progressive total	Item of work of which issued with approx qty work done in case of paint only	Date of issued	Qty issued	Qty returned at the end of the day	Total issued	Delay balance at hand	Contractor initials	Site Engineers initials	Signature of Bank's / Architect
1	2	3	4	5	6	7	8	9	10	11	12	13

A register for bitumen if to be used shall be maintained. The format will be similar to that for Cement.



**TABLE – III****PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT****Name of Work :** **Name of Article :**

Name of Contractor : Estimated Requirement :

Agreement No. : Issue Rate :

Date of Receipt	Received from issued to (with Ref. to SO / Indent)	Receipt	Issue	Balance	Initials of Contractor	Initials of Bank's Architect's representative	Remarks
1	2	3	4	5	6	7	8

**FORM OF GURANTEE FOR TERRACE WATERPROOFING**

Name of the Project :

Free Maintenance Guarantee –Terrace Waterproofing works :

By \_\_\_\_\_

We, ..... Hereby guarantee that the surfaces treated by us for waterproofing in the above works, for M/s.....

the Contractor , for the above works, shall remain entirely water tight. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of ten years from the date of virtual completion of the work i.e. from ..... to ..... the same shall be rectified by us without any extra cost to the ..... (Name of the Bank).

However, we shall not be responsible in any way if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and / or by any other act of God beyond our control.

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made this \_\_\_\_ day of \_\_\_\_ Two Thousand thirteen between -----  
 ----- having its office at -----  
 - (hereinafter referred to as “the Owner or The Bank” which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Shri. \_\_\_\_\_  
 (Designation)

AND

M/s. \_\_\_\_\_, having its registered office  
 at \_\_\_\_\_, (hereinafter referred  
 to as the “CONTRACTOR”) of the OTHER PART.

WHEREAS the Owner is desirous of taking up **“CANARA BANK'S OWN COMMERCIAL BUILDING  
 SITUATED AT 26-A SIR P M ROAD FORT, MUMBAI.**

\_\_\_\_\_ (hereinafter called  
 the “Works”).

AND WHEREAS the Owner has proposed the scheme for repair project which includes plans, drawings and specifications, priced schedule of quantities of the above said works as per conditions of the contract and special conditions prepared with the assistance of the said Consultant subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for the said works has been approved by the Owner.

WHEREAS THE Contractor has deposited with the Owner 2% of the value of the accepted Tender amount as initial security deposit for the due performance of the Agreement.

AND WHEREAS the Owner has therefore issued work order dated to the Contractor.

AND WHEREAS said all the scheme of repairs inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1) In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings, etc. and such further detailed drawings as may be furnished to the contractor by the said owner as described in the said specifications and the said priced scheduled of quantities with All the Due Care and Attention.

2) The Owner will pay to the contractor on item rate basis , the estimated sum of Rs. \_\_\_\_\_ (Rupees  
 \_\_\_\_\_ Lakhs \_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ and \_\_\_\_\_ only)

(hereinafter called the contract amount and in the manner specified in the said conditions. However, the actual sum will be worked out and paid on the actual value of work executed at site, irrespective of the contract sum.

- 3) The scheme of the ----- works, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
- 4) The said contract comprises the proposed repair works as above mentioned, and all subsidiary work connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
- 5) Notwithstanding what are stated in the special conditions, conditions of contract and hereinabove stated the owner reserve to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
- 6) The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 7) Any dispute arising under this Agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Article of General Conditions. The award of the arbitration shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

EXECUTANTS

1)

1) OWNER

2)

3)

2) CONTRACTOR

4)

### Common Seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.

**SAFETY CODE****Scaffolds :-**

1. 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 maximum rise of 300 mm. Suitable hand and holds of good quality wood or steel shall be provided and ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (  $\frac{1}{4}$  Horizontal and 1 Vertical).
2. Scaffolding or staging more than 4 m. above the ground floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured atleast 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only openings as may be necessary for the delivery of materials, such scaffoldings or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of 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 suitably fenced as described above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever 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.
5. Safe means of access shall be provided to all working places. Every ladder shall be secured fixed. No portable single ladder shall be over 9 m. in length while the width than 290 mm. for ladder upto and including 3 m. in length. For longer ladder this width shall be increased atleast 20 mm. for each additional meter of length.
6. A sketch of ladder and scaffolding proposed to be used shall be prepared and approval of Engineer-in-charge obtained prior to starting the work.

**Other Safety Measures :-**

1. All personnel of the Contractor working within the site shall be provided with safety helmets & personnel climbing on scaffolding must be provided with safety belts. 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.
2. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of the work shall be so stacked or placed to cause danger or inconvenience to any person or the public.

**Excavation and Trenching :-**

1. All trenches, 1.25 m. or more in depth, shall at all times be supplied with atleast one ladder each 3 mtrs., in length or fraction thereof. The ladder shall be extended from bottoms of the trench of atleast 1 mtr. above the surface of the ground. Sides of the trenches which are 1.50 m. or more in depth shall be stepped back to give suitable slope or securely held in timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within the 1.50 m. of the edges of the trench or half of the depth of the trench whichever is more cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
2. The Contractor shall take all measures on the site of the work to protect the Public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at Law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to

pay any such person or which may with consent of the Contractor, be paid to compromise any claim by any such person.

#### **Demolition :-**

1. Before any demolition work is commenced and also during the process of the work :-
  - a) All roads and open areas adjacent to the work site shall either be closed or suitably 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 or explosion or flooding. No floor roof or other part of the building shall so over loaded with the debris or materials as to render it unsafe.

#### **Personal Safety Equipments :-**

1. 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 equipments
  - a) Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.
  - b) Those engaged in white washing and mixing or stacking of cement bags or any other materials which is injurious to eyes, shall be provided with protective goggles.
  - c) Those engaged in welding work shall be provided with welder's protective eyesight lids.
  - d) Stone breakers 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 atleast 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 age of 18 years and women on the works of painting with products containing lead in any form. Wherever men above 18 years are employed on the works 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 face masks 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 scrapped.
  - 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 work.
2. When the works is done near any Public place where there is risk of drowning 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 :-**

1. Use of hoisting machines and tackle including attachments anchorage and supports shall conform to the

following standards or conditions :-

- a) These shall be of good mechanical constructions sound materials and adequate strength and free from patent defect and shall be kept in good repair and good working door.
- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch or give signals to operation.
- d) 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 all gear referred to above shall be plainly marked with the safe working load. In case of hoisting a hoisting machine having variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine for any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- e) In case of departmental 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 wherever he brings machinery to the site of work and get it verified by the Engineer concerned.
- f) Motors, gearing, transmission, electric wiring and other dangerous parts of the hoisting appliances should be provided with efficient safeguard hoisting appliances should be provided with such means as will reduced to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats wearing apparel, such as gloves 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.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be altered or removed while it is in use.  
  
Adequate washing facilities should be provided at or near places of work.
- h) These safety provisions should be brought to the notice 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.
- i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the Contractor shall be open to inspection by the Labour Officer, Engineer of the Department, or their representatives.

Notwithstanding the above Clause (a) to (r), there is nothing in these to exempt the Contractor from the operations of any other Act in force in the Republic of India.

Signature of the Contractor.



**MATERIAL PROCUREMENT SCHEDULE**

<b><u>SR NO</u></b>	<b><u>MATERIAL</u></b>	<b><u>QTY REQD</u></b>	<b><u>DATE OF ORDER</u></b>	<b><u>EXPECTED DELIVERY DATE</u></b>	<b><u>ACTUAL RECEIVED QTY WITH DATE OF RECEIPT</u></b>
1	OLD BRICK BATS (SEASONED BRICKS)				
2	SCREENED RIVER SAND				
3	CEMENT – 53 GRADE				
4	POTABLE WATER				
5	REINFORCEMENT 8 MM DIA				
6	<b><u>CONSTRUCTION CHEMICALS ( FOSROC ) WITH BATCH CERTIFICATES</u></b>				

**LABOUR SCHEDULE**

<b><u>SR NO</u></b>	<b><u>LABOUR CATEGORY</u></b>	<b><u>NOS OF DAILY LABOURS TO BE DEPLOYED FOR PLUMBING DUCTS</u></b>	<b><u>NOS OF DAILY LABOURS TO BE DEPLOYED FOR EXT FACADE REPAIRS</u></b>	<b><u>NOS OF DAILY LABOURS TO BE DEPLOYED FOR TERR AREA WORKS</u></b>	<b><u>NOS OF DAILY LABOURS TO BE DEPLOYED FOR PAINTING WORKS</u></b>
1	Unskilled Labour – Male & Female				
2	Bhistie (Water man )				
3	Skilled Masons				
4	Skilled Polymer Mortar Applicators				
5	Carpenters & Fitters				
6	Skilled Plumbers				
7	Specialized Waterproofing Teams				

8	Painters				
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Sign of Contractor

Approval of Consultant's Engineer

**PLANTS & EQUIPMENTS SCHEDULE**

<b><u>SR NO</u></b>	<b><u>PLANTS &amp; EQUIPMENTS</u></b>	<b><u>PROBABLE QTY THAT WILL BE REQUIRED</u></b>			
		<b><u>FOR EXT FACADE REPAIRS</u></b>	<b><u>FOR INTERNAL REPAIRS</u></b>	<b><u>FOR TERR AREA WORKS</u></b>	<b><u>FOR PAINTING WORKS</u></b>
1.	Scaffolding				
2.	Chisel & Hammer				
3.	Cutter Machines				
4.	Breaker Machines				
5.	Pressure Grouting Machines				
6.	Drill Machines				
7.	Mixer Machines for Mortar				
8.	QA & QC Equipments & Silt Content Jars				
9.	Sealant Guns				
10.	Miscellaneous Tools & Tackles				

Sign of Contractor

Approval of Consultant's Engineer