

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

Canara Bank
Technical Cell
Estate Policy & Control Section,
General Administration Vertical, Head Office
Dwarakanath Bhawan, No: 29, K.R Road
Basavanagudi, Bengaluru -560004.
Telephone- 080-26621874/ 26621873
Email: hoepc@canarabank.com

NOTICE INVITING TENDER FROM EMPANELLED MODULAR FURNITURE CONTRACTORS

NAME OF THE WORK:	TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF HO:CPPC & NEW STAFF CANTEEN AREA AT 2ND FLOOR, DWARAKANATH BHAWAN
--------------------------	------------------------------------------------------------------------------------------------------------------------------------

1	TENDER ISSUE DATE	08.05.2025
2	LAST DATE FOR SUBMISSION	15.05.2025 TILL 03.00 PM
3	DATE / TIME OF OPENING	15.05.2025 AT 03.30 PM
4	EARNEST MONEY DEPOSIT	₹ 4,800/-
5	TIME OF COMPLETION	30 days from the date of acceptance of the Tender by the Bank
6	ESTIMATED AMOUNT	₹ 4.75 Lakhs + GST

Sealed tenders invited on behalf of Canara Bank for the above mentioned work. The schedule of quantities and terms and conditions are enclosed.

The tenders with the rates duly filled in and signed in each page of the tender shall be submitted in sealed cover prescribing the name of work and the due date for opening. The sealed tender must be dropped in tender box kept at Head Office within the above stipulated time. The tenders shall be opened in Head Office at the above specified time. The tenderers / authorized representative are requested to be present at the time of opening.

Canara Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

PART I

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 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 authorising 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 true copy.

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. No single tender shall include more than one work. 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. **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.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

6. 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.
7. 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 next line.

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, l, 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.

8. 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.
9. 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.
10. The memorandum of work tendered for and the schedule of materials to be supplied by the Bank and their issue-rates, shall be filled in and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderers without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender.
11. 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".
12. 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

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

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.

13. Initial Security Deposit / Performance Guarantee :

The Contractor whose tender is accepted shall be required to furnish by way of **Initial security** a sum which shall be equal to 5.0% (percent) of the accepted value of the tender, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender and the instrument shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor.

Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the Bank's interest in all respects.

The performance security will be forfeited and credited to the Bank's account in the event of a breach of contract by the contractor. In other cases, it shall be refunded to the contractor without interest, after he duly performs and completes the scope of works and all obligations under the contract as certified by the Bank Engineer.

In case the successful tenderer fails to remit the Initial security deposit within the above stipulated time, the Earnest money deposit shall be forfeited as per the discretion of the Bank.

Security Deposit / Retention Money : A further sum of 5% (Five percent) of the Gross value (excl GST) of each interim/final bill shall be deducted as retention money. The earnest money instead of being released may form part of the security deposit. The retention money shall be released upon expiration of DLP of the works or 365 days after final payment, whichever is earlier, on certification by the engineer.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the procuring entity at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the Taking Over Certificates (TOCs) are issued in

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

parts, then in such proportions as the engineer shall determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of DLP of the works or 365 days after final payment, whichever is earlier, on certification by the engineer.

14. 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.
15. 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.
16. 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, purchase tax, turnover tax, 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 etc., complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.

GST or any other Tax, any royalties, duties, levies, cess, Entry Tax, octroi, Profession Tax, Turnover Tax or any other Tax on 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.
17. The contractor shall give a list of the Bank employees related to him with their places of posting and designations in prescribed Format.
18. 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.
19. N.A
20. 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.
21. 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.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

22. PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSEs):- 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) 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.
23. 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.



TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

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

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

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

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

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

The works need to be carried out in stages in co-ordination with the progress of civil/renovation works as per instruction of the Bank. Works shall be carried out initially in the 25 vacant flats and subsequently the works shall be carried out in the flats handed over to the contractor as and when it is vacant within the overall project duration. The whole work including all extra and additional items if any is to be completed within the period of completion as stated in **Appendix** and the Contractor will be required, if necessary to work overtime to fulfill the Banks/Architect's instruction to complete the work by the stipulated date. No extra payment will be allowed on the quoted rates for such overtime work.

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

3. STATUTORY PERMISSIONS:

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

4. INTERPRETATION OF TERMS:

- (a) Whenever the words "directed", "as required", "selected", or words like effect are used, it is to be understood that the selection, direction or requirement of the Bank are intended.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- (b) The words “approved”, “satisfactory” or words of like import shall mean “approved by” or “satisfactory to” the bank, whose approval must first be obtained before the materials ordered or the works to which the words refer to are put in hand.
- (c) The word “allow” shall mean that the contractor shall include in his rates for the particular matter referred to.
- (d) The words “as described” shall mean the description in the trade preambles, general preambles, specifications, general instructions etc.

5.ORDER OF WORK:

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

6.QUALITY OF MATERIALS AND WORKS:

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

7.SAMPLES:

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

8.WORKMANSHIP:

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

9.REJECTED WORKMANSHIP OR MATERIALS:

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

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

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

10. DISCREPANCIES:

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

- ❖ In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
 - Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
- ❖ In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference will be observed.
 - Description in Schedule of Quantities.
 - Technical specifications
 - Particular Specifications.
 - CPWD specifications
 - Indian Standard Specifications of B.I.S.
 - Drawings.
 - Special condition.
- ❖ In case of difference between the rates written in figures and the rate in words shall prevail.
 - Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as authenticated.
- ❖ In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration , decision shall be considered as authentic.
 - The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

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

- (i) The rates quoted by the contractor shall be held to include for providing all materials , labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, setting, cutting, wastages, taxes, cess, royalties, return of packing and all materials and labour and obtaining service connections and testing and cleaning of work place ,everything else necessary for the proper completion of each item of work including overheads and profits.
- (ii) The Contractor shall provide at his expense all labour, materials and things required by the Bank / Architect or his representative for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planning gangways etc., necessary for affording access to every part of the work. The cost of all testing shall be borne by the contractor.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- (iii) Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Bill of Quantities approximately indicate the total extent of work but may vary and may even be omitted. No claim shall be entertained on this account except as provided in clause 35 of the General Conditions.
- (iv) If called upon by the Bank, detailed analysis of any or of all the rates shall be submitted by the Contractor. The Bank is not bound to recognize Contractor's analysis and reserves the right to reject abnormal high rates quoted by the contractor. In case there are inconsistencies in the rates for items of same such rates shall be considered as the rate for all such items unless Bank finds that there is justification for such inconsistent rates.
- (v) The rates of items of works shall include liaisoning charges, supervision charges in applying & securing permissions for alterations in connections for the sewerage system from BWSSB, applying & obtaining permissions from authorities shall also be the contractor's responsibility. The Bank shall bear the statutory fees, charges, any fee, development charges, deposits payable to the BWSSB. The Bank shall make direct payment to the concerned authorities in getting such permits, licenses, and service connections on demand & against bills, notices. All other incidental charges, liaisoning & supervision charges shall be loaded in the item rates of the tender.
- (vi) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

12.WATER:

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

13.ELECTRICITY:

The contractor shall arrange with the concerned Electric Supply Authorities for a temporary meter for electric supply to the site and shall provide all temporary wiring, power and lighting points for the whole of the works, site office and clear away when no longer required or arrange alternate source of electricity at his cost and risk. He shall pay all charges for same and for electricity consumed, including the consumed by sub-contractors. Bank shall only sign any application form as owner of the property.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

14. SAFETY AND HEALTH REGULATIONS:

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

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulation 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 filing any statement under the provisions of the above Regulation and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Bank a sum not exceeding Rs.200/- 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.200/- per day for each day of default subject to a maximum of 5 percent of the tendered value of the Work. The decision of the Bank shall be final and binding on the parties.

Should it appear to the Bank that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the Bank shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Bank shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved Standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

15. SECURITY AND PROTECTION:

- (i) All fences, trees, shrubs, grass, lawns and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at contractor's expense.
- (ii) The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, woodwork and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The contractor shall at his cost protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

satisfaction of the Bank at completion. Before possession, the Contractor must see that all doors, windows, and ventilators, etc., work easily and shall make all necessary adjustments.

16. INDEMNITY BOND:

Contractor shall sign an Indemnity Bond in an approved format as per Appendix 10 before starting the work, indemnifying the Bank and the Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

17. INCOME TAX DEDUCTIONS/ OTHER STATUTORY DEDUCTIONS:

Appropriate deduction as per relevant Income Tax & works contract tax Rules applicable at the time shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted by the owner with the Reserve Bank of India and State Govt. on behalf of the Contractor as per Rules.

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

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

18.1 USEFUL EXCAVATED AND DISMANTLED MATERIALS:

Should suitable sand or gravel or murum or rock be found in the excavation and the contractor be allowed to use the same in the work, he will be required to pay the Employer the full market value of the same. Any sand, gravel, murum or rock taken from the Excavation will remain the property of the Bank and in the event of it not being allowed to be used in the work, the Bank reserves the right to dispose it off in any way as it deem fit.

19. TOOLS FOR MASONS:

Every bricklayer or plaster on the work shall be provided with suitable level battens, trowels, wooden floats and breaking hammers for cutting brick and templates, to enable him to carry out the work in a neat and workmanlike manner, and each gang of brick layers or plasterer not exceeding six in numbers shall be provided with a suitable measuring rule, a plumb bob, a spirit level and a square in addition to the above mentioned, all to be to the approval of the Bank.

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

- a) The contractor or his representative shall accompany the Banks representative/ Site Engineer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- b) If the Contractor fails to accompany the Banks representative/ Site engineer or any other person that has been duly authorized by the Bank to take measurements then in such a case the measurements recorded by the Banks's representative/ site engineer shall be binding on the Contractor.
- c) All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.
- d) The contractor or his representative shall provide all the assistance for the and accompany the Banks representative/ site engineer for carrying out the inspections of the work .

21. SERVICE AND ADVICE BY CONTRACTOR TO EMPLOYER:

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

22. NO OVER LOADING OF SLABS:

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

23. ALTERNATIVE ITEMS:

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

24. PROVISIONAL ITEMS:

If ordered by the Architect, Contractor shall be required to carry out provisional sum items at the same conditions and rates as applicable for this contract.

25. COORDINATION OF WORKS:

CO-ORDINATION: There will be Separate Tenders for the following or any other specialized works / Items. The contractor is required to Co-ordinate & co-operate with all other agencies that are awarded with such other works during the entire project execution. Few such Special works/ Items are interior works, Lift installation, Fire Fighting System, Generator, & Transformer installation works, Air Conditioning etc.

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

Measurements of all items of work including extra items, if any, such as, work in foundations, including excavations, plinth filling, masonry concrete etc., steel in all R.C.C. works, pipes to be encased etc., shall be got recorded from the authorized banks representative by the contractor before they are covered up. Immediately the work is

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

ready for measurements, contractors will give specific notice to Bank for recording the measurements, the Contractor will refer the matter to the Bank for instructions, but in no case shall cover up the work without his permission.

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

28. MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF: Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified Engineer or not he shall engage a qualified resident Engineer having a recognized Degree/ Diploma in Civil Engineering and a minimum of 5 years' experience at construction site/s on similar works. Failing which Bank shall appoint a Civil Engineer on behalf of the contractor and shall deduct a salary amount of minimum Rs.20,000/-per month from his running bills, from the date of his non-availability of qualified Civil Engineer at site.

29. GUARANTEE FOR SPECIAL WORKS: For special works like water proofing works, guarantee issued by the special agencies who are engaged for such works by the contractor, shall be submitted to the Bank. For waterproofing a guarantee of 5 years shall be provided by the contractors. Such guarantees shall be submitted in the approved format of Bank and the contractor shall be responsible for any breach in such guarantee terms.

30. APPROVED MAKE OF MATERIALS

The make of the material to be used in the works shall be as per list of approved makes detailed in **Appendix 11** and as per sample got approved from the Bank. A set of specimen samples of all approved materials shall be kept at site or any designated branch of the Bank. The cost of which shall be borne by the Contractor.

All other materials to be used in the works but not covered above but specified in the schedule of quantities (SOQ) including items beyond SOQ shall also be of best of its kind and shall conform to the CPWD specifications and latest Indian Standard Specifications in every respect wherever available and shall have the approval of the Bank.

31. SANITARY, DRAINAGE WORKS

The general character and the scope of works to be carried out under this contract is illustrated in the Specifications attached herewith. The contractor shall carry out and complete the said work under this contract in every respect in conformity with the rules and regulations of the local authority. The contractor shall furnish all labour, supply and install all materials appliances, tools, equipment necessary for the complete provision and testing of the whole plumbing and services installation as specified herein and as per the relevant ISI codes and shown on the drawings. This also includes any material, appliances, equipment not specifically mentioned herein or noted on the drawings as being furnished or installed but which necessary and customary to make complete installation as shown on the drawings or described herein properly connected and in working order.

In general the work to be performed under this contract shall comprise of the following.

- a) All incidental jobs connected with plumbing services installation, such as excavation in trenches and back filling, cutting chases in concrete and brick and making good, cutting/ drilling holes through walls, floors and grouting and for fixing of fixtures equipment etc.,

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- b) Furnish and install a complete workable, plumbing services installation as shown on the drawings and described in this specification and as per the latest ISI specifications including all that which is reasonably inferred.
- c) Complete installation of internal and external water supply system
- d) Complete installation of sewerage and sewerage appurtenances internally as well as around the building
- e) Complete installation of all sanitary and plumbing fixtures
- f) Cooperation with other crafts in putting the installation in place: Any work done without regard or consultation with other trades, shall be removed by the contractor without additional cost to the owner to permit proper installation of all other work, as desired by the Architects.
- g) Repair all damages done to the premises as a result of this installation and remove all debris left by those engaged for this installation to the satisfaction of Employer.
- h) Cleaning of plumbing fixtures, showing the satisfactory performance of all the fixtures at the time, the building is handed over to the owners.
- i) It is the responsibility of the contractor to take care of all the fixtures fitted until the time of handing over to the owners.
- j) Painting of all concealed and exposed pipes as specified.
- k) Assume full responsibility of all required applications and cost, to connect to corporation water mains, sewers and storm water drains to the extent these are applicable to this installation.

32. ESCALATION:

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

The basic rates indicated in bill of quantities for material is exclusive of GST and 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.

33. CORDINATION OF WORKS

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

Signature of the Tenderer/Contractor
With name and address

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

GENERAL CONDITIONS OF THE CONTRACT.

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

Employer or Bank: The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by GENERAL MANAGER, TECHNICAL CELL, E P & C SECTION, HEAD OFFICE ANNEXE, LOCATED AT NO.29, 3RD FLOOR, DWARAKANATH BHAVAN, K R ROAD, BASAVANAGUDI, BANGALORE-4 and any of its employees or representative authorised on their behalf.

Architects: The term "Architects" shall mean the Architect appointed by Bank for the subject works or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the Employer shall nominate for the purpose. In absence of any external Architect the Bank's in-house Architect will be the authority.

- i) **Engineer:** The term "Engineer" shall mean authorised Engineer appointed by Architect or Bank for day-to-day supervision of works at site as per tender terms.
- ii) **Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.
- iii) **Site:** The "site" shall mean the office area mentioned in the subject where works are to be carried out as per tender SCHEDULE OF QUANTITIES & working drawings allotted by the Employer for the contractor's use.
- iv) **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Bank's Engineer / Architect during the execution of the work.

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

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

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

- v) **"The Works"** shall mean the work or works to be executed or done under bill of quantities of this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works. Wherever the word "Construction" is referred the same may be understood as undertaking renovation of the interior, civil works as per Bill of quantities.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- vi) "Contract " means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced bill of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- vii) "Specification" means the specification annexed to or issued with these conditions and includes Indian or British or other approved standard specifications where required by the specification and where such a specification is not available, the specification approved by the Architect and the Engineer.
- viii) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- ix) 'Market rate" means the rate as prevailing in the market and recommended by the Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.
- x) "The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities as specified and forming part of this contract.
- xi) "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
2. **SCOPE :** The work consists of furnishing works at the subject location in accordance with the "drawings" and "Schedule of Quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall confirm to the lines, elevations and grades as shown on the drawings furnished by the Employer/Architects. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the Employer/Architects and to furnish and install such detail with Employer's/Architects' concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.
Employer/Architects may in their absolute discretion issue further drawings and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to:
- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's/Architects' instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the Employer/Architects shall if involves a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

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

4. TENDERS: The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed at appropriate places as detailed in the Instructions to Tenderers. No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers. The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis. The works will be paid for as "measured work" on the basis of actual work done on item rate basis and not as "lump sum" contract.

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

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

5. AGREEMENT: The successful contractor will be required to sign a Contract Agreement as per enclosed Proforma shall pay for all stamps and legal expenses, incidental thereto. The

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

contractor shall submit Indemnity Bond, Guarantee Certificates for specialized works in stamp papers as per Bank's approved Proforma.

6. PERMITS AND LICENCES: Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The Employer may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any controlled materials in due time on this account or according to his own requirements. The contractor shall at his own cost arrange for storage for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The costs of storing, transporting, etc., of all materials including those under Government control are to be included by the tenderer in his quoted rates. The Employer/Architects shall be indemnified against all legal actions for theft or misuse of controlled materials in the custody of the contractor.

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

8. TAXES AND DUTIES: The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable. No claim on this account will in any case be entertained.

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

10. Final Acceptance/ Completion Certificate: The Work shall be considered as complete when Bank's Engineer In charge has certified in writing on recommendation of Architect/Engineering Consultant subject to the following.

- a. Only after the demonstration of the integrated operation, trial run and approval by the Local Authority, satisfactory performance tests and necessary documentation and information furnished as per the Contract, shall the Engineer in charge / Architect issue the Completion Certificate to the contractor certifying completion of Work as per the terms of this Contract ("**Completion Certificate**").
- b. Minor defects, which do not affect the safe operation of the equipment at the rated capacity, if accepted by the Project Manager, shall not be considered as reason for the installation being not ready for handing over. These defects will be notified to the Contractor and will be rectified by the Contractor in a mutually agreed schedule.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- c. All equipment, tools and tackles and any special instruments required, for conducting pre-commissioning and performance tests shall be provided by the Contractor at their cost.
- d. If by reason of any default on the part of the Contractor, a Completion Certificate has not been issued in respect of every portion of the Work within one week after the Completion Date or extended time as the case may be, the Bank shall be at liberty to use the Work or any portion thereof, in respect of which a Completion Certificate has not been issued, provided that Work or the portion so used as aforesaid shall be reasonably capable of being used and that the Contractor shall be afforded the earliest opportunity of taking such steps as may be necessary to permit the issue of the Completion Certificate.
- e. The Bank shall be at liberty from time to time or at any time before the completion of the Work to take possession of and use any part of the Site or uncompleted Work and in such case the Contractor shall completely finish the said incomplete parts or a part of the Work as and when the Engineer in charge / Architect shall direct whether before or after the respective prescribed time or extended time (if any) for the completion of the Work and if required by the Engineer in charge / Architect while the Bank is in possession of the said part or parts of the Site or Work.

The Defect Liability Period shall commence from the date of issuance of such certificate. Should the Bank decide to occupy any portion of the building or use any part of any equipment, before the Contract is completed, same shall not constitute an acceptance of any part of the Work unless so stated in writing by the Bank.

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

12. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY:

The Contractor whose tender is accepted shall be required to furnish by way of **Initial security** a sum which shall be equal to 5.0% (percent) of the accepted value of the tender, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender and the instrument shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor.

Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the Bank's interest in all respects. In case a fixed deposit receipt of Canara Bank is furnished by the Bidder to the Employer it shall be free from any loans or any encumbrance and shall be assigned / hypothecated to the Employer.

The performance security will be forfeited and credited to the Bank's account in the event of a breach of contract by the contractor. In other cases, it shall be refunded to the contractor without interest, after he duly performs and completes the scope of works and all obligations under the contract as certified by the Bank Engineer.

In case the successful tenderer fails to remit the Initial security deposit within the above stipulated time, the Earnest money deposit shall be forfeited as per the discretion of the Bank.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

Security Deposit / Retention Money : A further sum of 5% (Five percent) of the Gross value (excl GST) of each interim/final bill shall be deducted as retention money. The earnest money instead of being released may form part of the security deposit. The retention money shall be released upon expiration of DLP of the works or 365 days after final payment, whichever is earlier, on certification by the engineer.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the procuring entity at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer shall determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of DLP of the works or 365 days after final payment, whichever is earlier, on certification by the engineer.

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

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

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

The contractor shall also provide such temporary partitions / works on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such temporary materials shall be cleared unless the Employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the employer as may be

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

14. TIME OF COMPLETION, EXTENSION OF TIME: The time allowed for carrying out the Work as per the terms of this Contract shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until final completion of the Work. The date of commencement of the Work shall be within 7 days from the date of issue of letter of intent / work order and completion of project within the allotted time as per notice inviting tenders. In case the Contractor fails to meet the above-stipulated Completion Date, Contractor shall be liable to pay to the bank Liquidated Damages as specified in this Contract under **clause 18**. In addition to the overall time period, the Contractor shall provide access to sub-contractors to undertake their portion of works, employed directly by the Bank.

Causes of delay for which claims for extension of time may be considered;

The Contractor shall be entitled to claim for extension of time, subject to the conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

- a. Force Majeure;
- b. Any change orders directed by the Bank, which in the opinion of the Project minimize the effect of such delays. Bank entails the requirement of additional time for completion of the Work.

In respect of items (a) and (b) above, the Contractor shall submit in writing to the Bank his intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (b) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit his claim for the extension of time within fourteen (7) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above mentioned reasons or events then he shall not be entitled to any extension of time.

The Bank shall study and verify the particulars of the claim for extension of time submitted by the Contractor and shall then reject or amend or accept the claim. Bank will extend the time by notifying the Contractor in writing for completion of the Work by such period as it shall think adequate with the prior approval of the appropriate authority of the bank and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Bank in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above mentioned reasons or events, in a critical activity which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.

Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions may be considered by the Bank in off-setting the durations awarded for an extension of time.

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay if such delay is on account of the Contractor.

Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for protecting the work, the site and surrounding property

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

and no extra will be paid by Bank for such services. Contractor shall indemnify the Employer against any possible damage to the building, vehicles parked in the premises, roads or members of the public in course of execution of the work. The contractor shall provide necessary temporary enclosures etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

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

Tools: Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary for the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

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

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

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

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

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

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

17. CLEARING SITE AND SETTING OUT WORKS: The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holed or hollows whether

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

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

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

19. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS: All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the place provided by him. The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

20.ACCESS TO INSPECTION AUTHORITIES: Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the bank or their representatives necessary for inspection and examination and test of the materials and workmanship.

Contractor shall cooperate with the Bank's inspection authorities and external inspection agencies like central vigilance Commission (CVC) in inspecting the works executed / being executed and shall provide the required information as sought by such authorities.

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

Whenever required by the Employer /Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories as prescribed by the Employer/Architects to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

mould (in case of concrete cube) and test samples transporting, testing etc., shall have to be borne by the contractor but the actual cost of testing will be paid / reimbursed by Bank. However when test certificates from the original manufacturer / supplier of the materials are called no payment for the testing etc would be payable nor entertained.

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

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

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

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

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

23. SITE ENGINEER: The term 'Site Engineer' shall mean the person appointed and paid by the Employer/Architect to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer.

24. OFFICE ACCOMMODATION FOR THE CONTRACTOR: The contractor shall not be provided with site office for accommodation of their Site Engineer/ personnel's / workers within the site. Facilities within the available work area can be used with due concurrence of the employer whose decision will be final.

25. CONTRACTOR'S EMPLOYEES: The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer with Diploma in relevant field as site-in charge for execution of the work. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently. **No laborer below the age of Eighteen years and who is not an Indian National shall be employed on the work.** Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor. The contractor shall comply with the provisions of all labour legislation including the requirements of

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

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are accommodated, for the prevention of contagious diseases. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the place adjoining the same.

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

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

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

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

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

The contractor shall 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 damage or loss to the works itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

29. INSURANCE: The Contractor shall be responsible for all injury or damage to persons, employees, labourers, animals or things and for all damage to property, which may arise from any factor/omission on the part of the Contractor or any Sub-Contractor or any of their employees. The liabilities under this Clause shall cover also, inter-alia any damage to roads, streets, footpaths, and bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the Buildings and other structures and works forming the subject matter of this contract due to rain, wind, fire, flood or high tide or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The Contractor shall, at his own expense, effect and maintain till the Defects Liability Period is over, with an insurance company approved by the Employer,

Contractors All Risks Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with seven days of issuing the work order.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

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

The Contractor shall also indemnify and keep indemnified the Employer/Architect against all claims which may be made against the Employer by any persons in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the Contract, with an Insurance Company approved by the Employer a third party insurance policy in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.5.0lakhs per person for any one accident or occurrence and Rs.20.0lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense effect and maintain until the virtual completion of the Contract, with an Insurance Company, approved by the Employer, a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

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

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

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

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

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

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

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a sub-Contractor to commence work

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

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

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

32. PAYMENTS:

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

The Architect/ Bank Engineer shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificate stated in the Appendix.

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.

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

33. FINAL PAYMENT: The final bill shall be submitted by the contractor to the Architect / Bank Engineer at the earliest but not later than one month from the date of completion of the works as certified by the Architect/ Bank Engineer and payment shall be made within the specified period as in Appendix for such of those items and quantities that in the opinion of the Employer, are undisputed.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

The Final Bill shall be accompanied by a "Certificate of Completion" from the Employer/ Architects. Payments of final bill shall be made after deduction of Retention Money as specified in clause 12 of these conditions which sum shall be refunded as stipulated in Clause 12. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

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

The Employer shall have powers to order additional /non-tendered items to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing. The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities upto an excess of 75%. For quantities beyond 75% excess, the rate may be reviewed based on prevalent fair price of labour, materials and other components as per the rate analysis format given in Appendix-2. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 14 days of being directed to execute such items/quantities and the Employer/Architect shall assess the analysis and approve reasonable and justified rate. No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer/ Architect.

35.SUBSTITUTION: Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. For materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/Architects shall be obtained in writing. All such substitution may be subject to suitable price adjustment if considered necessary by the Architect/Employer.

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

On receipt of such written intimation from the contractor, the Employer/Architect shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Employer/Architect shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection. The work shall not be considered as complete until the Employer/Architects have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate

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

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

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

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

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

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

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in clause 41 (Termination of Contract by Employer).

41.TERMINATION OF CONTRACT BY EMPLOYER : If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or agencies / contractors, the same shall be at the cost of contractor and adjusted against the amount payable to the contractor including by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit. This is without prejudice to any other legal recourse / claims if bank / employer be subject to greater financial loss and difficulties.

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

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

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

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

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

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

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

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

The seat of arbitration will be at Bangalore subject to Bangalore Jurisdiction.

43.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.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

Notwithstanding what is contained in para i) & ii) above, the provisions of para i) and ii) shall not be applicable on tenders invited on percentage rate basis.

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.

44. ESCALATION : The rates 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, all types of taxes etc.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

SAFETY CODE

Scaffolds

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

Other Safety Measures

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

Demolition

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

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

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

- b) Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
- g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- h) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- i) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- j) When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Witness

Signature of Contractor
Address:

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

APPENDIX 1: TIME SCHEDULE

- | | | |
|----|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Period of Completion | : 30 DAYS INCLUDING HOLIDAYS, SUNDAYS FROM THE DATE OF ACCEPTANCE OF TENDER BY THE BANK. |
| 2 | Defects Liability Period (DLP) | : 12 (Twelve) months from the date of Completion of work |
| 3 | Date of Commencement | : From the date of acceptance of tender by the Bank |
| 4 | Liquidated Damages for Delay | : As mentioned in the Clause no.18 |
| 5 | Period of final measurement | : 25(Twenty Five) days. |
| 6 | Value of work for Interim Certificate (Clause 32) | : Minimum of Rs. 10.00 (Ten) lakhs |
| 7 | Period of honoring interim Certificate (Clause 32) | : Total 15 working days. 7 working days for Architect to certify and another 7 working days for Bank to make payment. For any delayed payment an interest not exceeding 6% will be paid. |
| 8 | Period of honouring Final Certificate (Clause 33) | : 30(Thirty) working Days. |
| 9 | Retention Money (Clause 12) | : 5% of Interim Bill amount subject to the ceiling of the total security deposit |
| 10 | Total Security Deposit (Maximum) | : As per clause no. 12 of general conditions of contract |
| 11 | Initial Security Deposit | : 5 % of Contract sum |
| 12 | Earnest Money | : Rs. 12,000/- |
| 13 | Tender validity period | : 90 days |

SIGNATURE OF THE TENDERER WITH SEAL

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

APPENDIX-2

FORMAT FOR RATE ANALYSIS OF EXTRA / NON TENDERED ITEMS

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

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

Note: Rate analysis for items 1) R.C.C. (2) Masonry (3) Flooring is mandatory for contractors (Tenderer) to submit along with Tender.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

DRAFT COPY OF AGREEMENT

(TO BE ENTERED WITH SUCCESSFUL CONTRACTOR/ AGENCY IN STAMP PAPER)

This agreement made on thisday of the month of in the year 2019 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore- 560 002, represented by General Manager, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

AND

M/s. duly represented by one of its Partner Sri.
AGE: ... YEARS, S/O, having their office at,
Bangalore (hereinafter called the Contractor) of the other part.

WHEREAS THE Bank is desirous of undertaking as fully detailed in bill of quantities of the tender document and has accepted the tender opened on furnished by the contractor & the contractor has agreed to perform the services as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz,
 - a) Notice inviting Tender
 - b) The Tender Document comprising; Tender Notice, instruction to tenderers, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications, preferred makes of materials, Schedule of quantities, Tender Drawings / Sketches.
 - c) Safety code and Model rules for the protection of health, sanitary arrangements for workers employed.
 - d) Letter of Acceptance.
 - e) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.
3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

For & on behalf of the

For & on behalf of the

Contractor with seal

Canara bank with seal

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU
DRAFT FORMAT OF INDEMNITY BOND

(TO BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR IN STAMP PAPER)

THIS DEED OF INDEMNITY BOND is made on this ----- day of ----- month of year two thousand ----- (---,---,2021) By M/s ----- duly represented by one of its partners -----, aged -- years, son of Sri -----, residing at -----, Bangalore.

Where I am the authorised partner of M/s -----), and had applied for -----

Whereas My Company was shortlisted for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of-----, has been awarded in favour of my Firm/ company by Canara Bank, Head Office, Technical Cell, Estate Policy & Control Section, GA Vertical, NO.29, 3RD FLOOR, Dwarakanath Bhavan, K R Road, Basavanagudi, Bangalore.

And whereas for undertaking the interior furnishing work, my company has entered into contract agreement on ---,---,2021.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt.---,---,2021 and in consideration of Canara Bank having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of ----- and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank & its project Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I shall be solely responsible.

(SRI. -----)
FOR M/S -----

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

PERFORMANCE GUARANTEE FORMAT

AGREEMENT TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

This Agreement made on this ----- day of the month of -----year Two thousand Nineteen (---.---.2021) between M/s.----- represented by Mr ----- (hereinafter called the CONTRACTOR of the one part) and the Canara Bank, having its Head Office a No.112, J.C. Road, Bangalore, represented by its Manager (hereinafter called the CANARA BANK on the other part) , WHEREAS, this Agreement is supplementary to a Contract (hereinafter called the CONTRACT) dated ---.---.2019- and made between the Contractor of the one part and the Canara Bank on the other part, whereby the Contractor, inter alia, undertook to render the works executed in ----- in the said Contract recited completely water and leak-proof, AND WHEREAS, the Contractor agreed to give a guarantee to the effect that the said water proofed areas will remain water and leak-proof for FIVE YEARS from the date of giving water proofing treatment as certified by Engineer- in-charge of Canara Bank i.e., from ---.---.2019,

NOW, the contractor hereby guarantees that water proofing treatment given by them will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date of giving water proofing treatment, mentioned herein above.

Provided that the contractor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

(a) misuse of roof shall mean any operation which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof;

(b) alteration shall mean construction of an additional storey a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in parts;

c) Alteration shall also mean construction of basement by adjoining building owners;

(a) The decision of Bank with regard to the cause of leakage shall be final.

During this period of guarantee, the Contractor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Bank at their cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon them to rectify the defects, failing which the work shall be got done by the Department by some other party at the contractor's cost and risk. The decision of the Bank as to the cost payable by the contractor shall be final and binding.

AND WHEREAS, the contractor has agreed to deposit an amount Rs ----- being 5% of the actual cost of Rs ----- of such water proof works, with Canara Bank. On successful completion of Guarantee Period, the deposited amount, along with accrued interest, shall be paid by Canara Bank to the contractor.

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

That if contractor fails to execute the water proofing or commits breach there under, the contractor will indemnify the Bank and its successors against all loss, damage, cost, expense or otherwise which may be incurred by the Bank by reason of any default on the part of the contractor in performance and observance of this Supplementary Agreement, Canara Bank shall forfeit deposit amount if contractor fails to execute the defects, if any, and may claim damages. As to the amount of loss and/or damage and/or cost incurred by the Bank, the decision of the Bank will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the contractor M/s ----- and by Assistant General Manager, Estate Policy & Control Section, Head Office for and on behalf of Canara Bank on the day, month and year first above written.

SIGNED, Sealed and Delivered by CONTRACTOR.

SIGNED for and on behalf of CANARA BANK by

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD FLOOR, DWARAKANATH BHAWAN, BENGALURU

LIST OF APPROVED MAKE:

1	Commercial/BWR/BWP plywood and blockboards	Century Ply, Green Ply, Anchor Board, Trojan, Frontier Ply, ASIS.
2	Sal Wood/ Teak wood	Best quality, well seasoned, free from sap, knots, cracks and uniform in colour
3	Laminations	Formica, Greenlam, Sundek, Merino, Sunmica, Century
4	Prelaminated particle Board	Novopan, Duratuff, Bhutan ,kitlam
5	Glass	Triveni, Modi, Saint Gobain, ASAHI
6	Polish	Light house, Sheenlac
7	Adhesive	Fevicol - commercial grade/SR
8	Aluminium Sections	Jindal, Indal, Hindal
9	Paints	Asian, British, Duco, Berger, Nerolac
10	Cement Bonded Particle board	BISON
11	Wall/floor tiles	Somany, Kajaria, Johnson, Orient, Bell, RAK, Naveen
12	Sanitary fittings / hardwares	Jaquar, Cera, Hindware
13	Hardwares - Locks	Godrej, Ebco, Ozone
14	Hardwares - Handles	Hafele, Hettich, Dorma, Ozone
15	Hardwares - Hinges	Godrej, Ebco, Everite, Kaff
16	Hardwares - Ball bearing slides / channels	Hafele, Hettich, Kaff, Godrej, Ozone
17	Furniture fittings (Door stoppers, magnet catch)	Godrej, Ebco, Everite

NOTE:

- Any brands indicated under the items specifications in the bill of quantities will prevail over the above indicated makes. Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank and Architect.
- Basic Rates of Materials indicated in the bill of quantities is exclusive of all taxes, surcharges, transportation.

SIGNATURE OF THE TENDERER

TENDER FOR MODULAR FURNISHING WORKS FOR RENOVATION OF GENERAL ADMINISTRATION WING AT 3RD
FLOOR, DWARAKANATH BHAWAN, BENGALURU

FINANCIAL BID (ENCLOSED)