

**PROPOSED CIVIL WORK FOR CONSTRUCTION
WORK UNDER GROUND WATER TANK AT
ARCHANA COMPLEX, CANARA BANK STAFF
QUARTERS, BHOPAL (M.P.)**

TENDER FOR :

CIVIL WORK

PART – A : TECHNICAL BID

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

DATE : _____

ARCHITECTS :

design home

455/3 Shakti Nagar Bhopal

Ph: 09425004543, 2457680, 4271687

Telefax : 0755-2457680

Email: designhome_bpl@yahoo.com

Web: designhome.in

Notice Inviting Tender

1. Sealed tenders are invited on behalf Canara Bank of Bhopal for construction under ground water tank at Archana Complex, Canara Bank staff quarters (complex) in Bhopal as under:-

SCHEDULE `F'		
1	Name of work	Construction under ground water tank at Archana Complex, Canara bank Staff quarter Bhopal
2	Estimated Cost	Rs 4.0 Lacs
3	Time allowed for completion	2.0 (Two) Months
4	Cost of Tender Document, if collected from Office. (Free if downloaded)	Rs. 500/- (Rs. Five Hundred only) by way of DD favoring CANARA BANK CIRCLE OFFICE, BHOPAL", payable at BHOPAL
5	Earnest for deposit	Rs. 8000/- (Rupees Eight Thousand only) by Demand Draft only as indicated in favor of CANARA BANK CIRCLE OFFICE, BHOPAL", payable at BHOPAL
7	Initial Security deposit	2.0 % of contract value
8	Issue of tender documents	Tender Documents can be downloaded from bank web site- www.canarabank.com Date of upload 01.12.2018
9a	Last date and time of receipt of tenders	22.12.2018 upto 5.00 PM.
9b	Mode of submitting the Tender	Regd. AD/ Speed post/ Courier/ In the tender box placed in the below mentioned address of Bhopal.
10	Address at which the tender are to be submitted	Premises & Estate section. Canara Bank , Circle Office Third Block, 5th floor Paryawas Bhawan, Jail Road, Arera Hills , Bhopal (M.P.) Tel- 0755-2671035

11	Date and timing of opening of Technical BID	22.12.2018, 5.00 PM
12	Place of opening tenders	CANARA BANK CIRCLE OFFICE, BHOPAL.
13	Accepting Authority	DGM, CO
14	Defects liability period	12 (Twelve) Months
15	Validity of Tender	90 days
16	Liquidated damages	1% per week subject to a maximum of 5% of contract value.

SECTION - II
NOTICE OF INVITATION TO TENDER

Sealed tenders on item rate basis are invited from competent Civil works contractors having sound technical and financial capacity for Civil works of Construction Under ground water tank at Canara bank quarter Bhopal. Tender documents may be directly downloaded from the official site.

1.0 Submission of Tender

1.1 The tenders are to be submitted in Two separate envelopes marked as **technical & financial Bid each** sealed and clearly super- scribed as Technical & Financial Bid as indicated below. All the Two envelopes shall be contained in a large envelope superscribed "Tenders for Construction Under ground water tank at Canara bank quarter Bhopal.

Tenderers will have to submit all the documents and drawings downloaded by them while submission of their tender duly stamped and signed as per instructions.

1.1.1 Envelope No.1 Superscribed as Technical Bid (Earnest Money & other papers)

The Envelope No.1 (Technical Bid Part-A Tender document each page duly signed) shall contain cost of Tender document in form of demand draft/ receipt, earnest money deposit in the form of Crossed Demand Draft of Rs 8000.00 (Rupees Eight Thousand Only) in favor of "**CANARA BANK CIRCLE OFFICE, BHOPAL**", payable at **BHOPAL**, for Civil Work's of its Under ground water tank at Canara bank quarter Bhopal,

1.1.2 Envelope No.2

Envelope No.2 shall contain Financial BID Tender document Part-B, each page and correction duly signed by Tenderers including tender form dully filled in, complete details and description including all data are to be supplied by tenderers specified in the information and instructions to Tenderers.

This envelope **shall be superscribed "Envelope2 Financial Bid (Tender documents for Civil Works)**..

Both the Two envelopes shall be contained in a large envelope superscribed "**Tenders for Construction Under ground water tank at Archana Complex, Canara bank staff quarters, Bhopal.**

1.1.3 **Eligibility Criteria** : Contractors who fulfill the following requirements are eligible to apply :

SI No	Criteria	Documents Required
1.	The contractor should be a registered with CPWD or State PWD or MES or Railways or such other Government organizations or Registered in Public sector units or Public sector Bank"s or Financial institutions as Civil works contractor	A copy of valid registration certificate from respective authorities.

2.	The Contractor should have minimum of 03 (Three) years experience in the field as on 31.10.2018.	Copy of Registration of the Firm or Copy of incorporation Atleast one copy of the work order from the clients prior.
3.	The Tenderer should have executed any of the following construction work in a single contract during the last Seven (5) years ending with 31.10.2018 for at least, One (1) similar work costing Rs. 4.00 lakh. OR Two (2) similar works each costing Rs 2.50 lakh. OR. Three (3) similar works each costing Rs. 2.00 crores. Similar work means construction of Office / Residential / Institutional buildings.	Order copies and satisfactory completion certificates clearly indicating the cost & nature of work executed, date of commencement & completion issued by the Clients.
4.	The contractor must have valid service tax registration, PAN number.	Copy of the GST registration certificate and copy of PAN card.

GENERAL RULES AND DIRECTIONS TO TENDERERS

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

1. 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, 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 or the Architect 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 authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952 by enclosing a copy of the partnership deed duly certified by one partner as true copy.

Tender by Hindu Joint Family (HUF) firm may be signed by the Kartha or Manager or any other duly authorised 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 usual printed 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. The tenderer may, if it is a must for any specific reason, give his comments or modifications in a separate sheet of paper attached to the tender.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub-sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

- (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.
5. The officer inviting tender or his duly authorised 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.
6. 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.

The memorandum of work tendered for and the schedule of materials to be supplied by Canara 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.

7. 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 Canara Bank for any loss/damage suffered by the 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 Canara Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain”.

8. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.
9. 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.
10. 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.
11. 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.
12. 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.

13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to Engineer-in-Charge.
14. 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, or any other tax on material or finished work 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.

Royalties, duties, levies, cess, or any other tax on material or finished work in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim whatsoever in respect of the same. 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. **But excluding GST.**

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 Canara Bank shall be final and binding.

15. 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) The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.
 - b) MSEs are exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates and exemption certificate from relevant authorities.

NOTE:

1. Only those tenderers, who commit themselves to the above pact with Canara Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection.
2. **GST: GST shall be payable by the Bank as per actual Bill as applicable**
3. 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 Canara Bank.
4. The tender drawing under this NIT are only indicative to broadly understand the scope of the works. The contractor shall carry out the works according to the workings drawings/

construction drawings issued by the Engineer in charge during the course of work from time to time.



CONDITIONS OF CONTRACT

Definitions :-

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

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

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

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

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

d) The 'Employer: **Canara Bank** means Deputy General Manager, Circle Head of the **Canara Bank**, who is specifically authorized to enter into contracts.

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

f) 'Contract Price' shall mean the final accepted rates in the Schedule A hereto.

g) 'Date of Contract' means the 'Calendar date on which the Employer and Contractor have signed the Agreement on the Stamp Paper.

h) "Accepting Authority" shall mean the authority mentioned in Schedule 'F'.

i) "Excepted Risk" are risks due to riots (other than those on account of contractor's employees or agents or persons worked under or at the instance of the contractor) or civil commotion (in so far as both these are UN-insurable), war (Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other

causes over which the contractor has no control and accepted as such by the Accepting Authority.

j) "Market Rate" shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour and the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.

k) "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the C.P.W.D. or state P.W.D. mentioned, if any, in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

l) 'Approved' or 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, 'approved by or approval of the 'Accepting Authority' in writing.

m) 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

n) 'virtual completion' shall mean that the work/building is complete in all respects in the opinion of the Employer/ Canara Bank

o) 'Drawings' shall mean all drawings and/or sketches duly signed by the authorised Engineer-in-charge or Site Engineer or the Architect on behalf of the Employer before commencement or during the progress of the work.

p) 'Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the Employer/ Canara Bank to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

q) Basic rate (for clause 10 CC) shall be the actual price quoted by the authorised stockist/wholesalers including excise duty, sales tax and all other duties levied by the statutory/local authority but excluding loading, unloading and carriage cost to the site of work, overheads, storage charges at site.

r) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Employer/Canara Bank . However, in the case of specialist contracts like for anti-termite treatment, water proofing treatment and the like the period of warranty in such contracts shall supersede the defect liability period, and the defect liability period of twelve months shall stand extended to be equal to the warranty period.

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

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

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

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

7. Rates

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

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

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

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

:

- Description of the Item as detailed in Schedule of Quantities (SOQ) .
- Particular Specifications, Special condition, Additional conditions if any
- Detailed Drawings
- CPWD Specifications or any other specifications specified in schedule F.
- Clauses of contract
- Indian Standard Specifications of B.I.S.
- Manufacturer's specifications
- As decided by Engineer in charge

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

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

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

10. Signing of Contract :: THE successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :-

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.



CLAUSES OF CONTRACT

Clause - 1:: DEPOSITS

THE person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall deposit a sum which together with the EMD shall equal to 2% (two percent) of the accepted tendered cost as **Initial security deposit** within 14 days of the issue of the letter of acceptance, in the form of Demand Draft payable to the Employer, or by way of Fixed Deposit Account with the Canara Bank for the entire duration of the contract period plus the defect liability period and shall further permit the Employer at the time of making any payment to him for work done under the contract to deduct a sum of **8% of the gross** amount of each running bill till the sum along with the sum already deposited as initial security deposit will amount to **security deposit** of an amount equal to 10% of first Rs. One lakh, 7.5% of the next Rs. One lakh and 5% of the remainder of the accepted value of the tender .

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

Clause - 2::

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

- i) If the contractor having been given by the Employer and/or the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit or comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- iii) If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
- vi) If the contractor commits any acts mentioned in clause 21 hereof.

Clause -2.1 ::

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

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

Clause 2.2::

In any such event the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost incurred by the Employer under the action in (b) and/of (c) above is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.

Clause-3 ::

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

Clause-4 :: TIME AND EXTENSION FOR DELAY ::

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

Clause -4.1 ::

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

Clause -4.2 ::

In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Employer in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.

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

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

D.> INTEREST AND RECOVERY :: Not applicable for the present case

Clause -5 :: DEVIATION/VARIATIONS EXTENT & PRICING ::

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

- (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided :
 - (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
 - (b) In the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Engineer-in-Charge with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause 25.

Clause -6::

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

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

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

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

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

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

(iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in the sub-para (iii) above. In the case of materials issued by the Employer, issue rates of materials, with storage charges recovered, enhanced by two and a half percent for profits and overheads shall be adopted in place of schedule Rate plus percentage specified in sub-para (iii), Provided always that if rate(s) for part (s) of an item (s) for such part(s) shall be determined by the Engineer-in-Charge on the basis of the purchase price as supported by the vouchers plus ten per cent for profits and overheads unless the Engineer-in-Charge finds the purchase price unreasonable. In the latter event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten per cent for profit and overhead.

(v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in Sub-para (i) to (iv) above, the Contractor shall, within 15

days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (s) only.

Clause - 7 :: WATER SUPPLY

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

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Clause - 8 :: ARRANGEMENTS OF MACHINERY EQUIPMENT

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

Clause - 9 :: DAMAGES

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

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

from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

Clause - 10 :: INSURANCE

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



Technical Specifications – Civil & Plumbing

LIST OF APPROVED MATERIAL AND MAKES OF ITEMS

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE Bank/ARCHITECT BEFORE USE IN CONSTRUCTION)

1.	CEMENT (53 Grade)	:	ULTRATECH, LAFARGE, JAYPEE, ACC, MYCEM OR EQUIVALENT
	WHITE CEMENT	:	BIRLA WHITE,
2.	STEEL FOR REINFORCEMENT	:	TESTED STEEL OF RATHI, TATA OR MAGNUM (TMT STEEL)
3.	BRICKS	:	BRICKS OF NON METRIC SYSTEM
4.	C.I. PIPES AND FITTINGS	:	B.I.C., HEPCO, NECO OR EQUIVALENT.
5.	G.I. PIPES	:	G.S.I. AMBICA, ZENITH, TATA OR EQUIVALENT
6.	BRASS C.P. FITTINGS	:	JAGUAR/ PARRYWARE, OR EQUIVALENT
7.	GUN METAL VALVES	:	LEADER, SANT OR
8.	PVC PIPES	:	SUPREME/ KISSAN/ KASTA OR EQ.
9.	CPVC PIPES	:	NOVEON OR EQ
10.	FIRE FITTING SLUICE & NRV	:	KIRLOSKAR / KALPANA

NB. 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.

2) All materials should conform to relevant standards and codes of BIS

3) Materials with I.S.I. mark shall be used duly approved by the Bank Engineer / Architect.

Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the Bank. The same will not be considered for payment.

1. Cement :

Cement shall comply in every respect with the requirements of the latest publications of IS: 269 and unless otherwise specified ordinary Portland Cement shall be used.

The weight of ordinary Portland Cement shall be taken as 1440 kg. per cu.m. (90 lbs. per C.Ft.). Cement shall be measured by weight and in whole bags, and each undisturbed and sealed 50 kg. bag being considered equivalent to 35 liters (1.2 c.ft.) in volume care should be taken to see that each bag contains full quantity of cement. When part bag is required cement shall be taken by weight or measured in measuring boxes.

No other make of cement but that approved by the Architects will be allowed on works and the source of supply will not be changed without approval of Architect in writing. Test certificates to show that cement is fully complying the specifications shall be submitted to the Architects and notwithstanding this, the Architect may at his discretion, order that the cement brought on site and which he may consider damaged or of doubtful quality for any reason whatsoever, shall be re-tested in an approved testing laboratory and fresh certificates of its soundness shall be produced.

Cement ordered for re-testing shall not be used for any work pending results of re-test.

Cement shall be stored in weather-proof shed with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e., first received being used first used. Cement deteriorated and or clotted shall not be used on the work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Architects.

2.River Sand :

River sand shall confirm to IS: 383 and relevant portion of IS: 515. It shall pass through pass through a I.S. sieve 4.75 mm. (3/16 B.S.) test sieve, leaving a residue not more than 5%. It shall be from natural source i.e. only river or crushed stone screenings, if allowed, chemically inert clean, sharp, hard durable, well graded and free from dust, pebbles, clay, shale, salt, organic matter, loam, mica or other deleterious matter. The sum percentages of all deleterious substances to acceptable limits. River sand shall not contain any trace of salt and it shall be tested and river sand containing any trace of salt shall be rejected.

The fine aggregate i.e. river sand for concrete shall be graded within limits as specified in IS: 383 and the fineness Modules may range between 2.60 to 3.20.

The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials. If such a surface is not available a platform of planks or corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.

3. Fine & Coarse Aggregate :

Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm. IS tests sieve. It shall be obtained on crushing Granite, Quartzite, Trap, Basalt, or similar approved stones from approved quarry and shall conform to IS:383 and IS 515. Fine & Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and be free soft, friable, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

Gravel / Shingle of desired grading may be permitted as a substitute in part or full in plain cement concrete if the Architect is otherwise satisfied about the quality of aggregate. For all the R.C.C. works the size of coarse aggregate shall be 20 to 25 mm. and fine aggregate shall be 10 to 15 mm.

4. Reinforcement :

Reinforcement shall be of mild steel tested quality confirming to I.S. : 432-1966 and any other I.S. applicable or deformed bar confirming to IS:1786 and Is:1139 or hard drawn Fe 415 (Tor Steel) steel wire fabric confirming to IS:1566;1967.

All finished bars shall be free from cracks, surface flaws, laminations, jagged and imperfect edges.

5.0 Bricks :

Bricks shall generally comply with IS:1077 except in size which shall be classified as 1st and 2nd class.

1st class bricks shall be the best quality locally available table moduled, well burnt but not over burnt, have plain rectangular faces with parallel sides and sharp right angled edges, have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or subsequent to soaking in water. It shall emit a clear ringing sound on being struck and shall not absorb water more than 20% by weight. Common building bricks shall have a compressive strength of 35 kg. / sq.m.unless otherwise specified for first class bricks

6.0 Water :

Water for mixing cement / lime / surkhi mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or cause effluence or attack the steel in reinforced cement concrete. Water shall be obtained from sources

approved by the Architect. Potable water is generally considered satisfactory for mixing and curing concrete, mortar masonry, etc., where water other than main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the Contractor.

7.0 Cement Mortar :

Cement mortar shall be of proportions specified for each type of work in the schedule. It shall be composed of Portland Cement and sand. The ingredients shall be accurately gauged by measure and shall well and evenly mixed together in a mechanical pan mixer, care being taken not to add more water than is required. No mortar that has begun to set shall be used. River sand shall be used unless otherwise specified.

If hand mixing is allowed, then it shall be done on pucca water-proof platform. The gauged materials shall be put on the platform and mixed dry. Water will then be added and the whole mixed again until it is homogenous and of uniform colour. Not more than one bag of cement shall be mixed at one time and which can be consumed within half an hour of its mixing.

SAFETY CODE

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

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

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- c. Those engaged in welding works shall be provided with welder's protective eye shields.
- d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e. When workers are employed in sewers and manholes, which are in use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the 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. When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the following safety measures are adhered to :-

**CANARA BANK
(H.O. :: BANGALORE)**

T E N D E R FORM

**To,
The General Manager
Canara Bank
Circle Office
Bhopal**

Name of work : "Construction underground water tank at Archana Complex, Canara bank Staff quarter Bhopal"

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

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

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

A sum of **Rs.** _____ is hereby forwarded in **Demand Draft** of Bank as Earnest Money Deposit . If I/We, fail to commence the work specified I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form.

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

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

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

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

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

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

Dated the:

Witness:

Name :

Address:

Occupation:

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

:ANNEXURE-1:

BIO DATA OF THE TENDERER

1. (a) Name of the Tenderer :
Address :
- Telephone No. :
Office :
Residence :
Mobile :
Fax :
E-Mail :
- (b) Address of office :
2. a) Status of the Firm(Whether company/
Partnership / proprietary) :
- b)Name of the Proprietor/ Partners/ Directors
(With professional qualifications, if any):
- I)
II)
III)
- c) Year of establishment :
3. Whether registered with Registrar of
Companies/ firm. If so, No. & Date :
- 4 . Registration with Tax Authorities :
- a) Income-tax No. PAN ;
(Furnish copies of Income-tax returns)
- b) Service Tax Regn Number :
(Furnish the latest copies of the returns filed)
- c) Electrical license number & name of associate:
If available

- d) Value Added Tax (VAT) registration details :
5. Names of the Bankers with address :

I)

II)

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

Sl.No.	Year	Turnover
1	2014-15	
2	2015-16	
3	2016-17	

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

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

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

1)

2)

3)

9 Details of the works executed during the last 5 years prior to 31.03.2018 to meet eligibility Criteria 04.

Sl	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Date of commencement & Completion.

10. Key personnel permanently employed in your organization:

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

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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

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

DECLARATION

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

Place :

Date :

SIGNATURE
 NAME & DESIGNATION
 SEAL OF ORGANISATION

:ANNEXURE-2

A C C E P T A N C E

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

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

a)

b)

c)

For & on behalf of the Canara Bank

Signature :_____

Designation:_____

Dated this _____ day of 2018.

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

:ANNEXURE-3:

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year **2018** BETWEEN, **Canara Bank Circle office Bhopal** of the ONE PART; and Shri/M/s _____ S/D/o _____ resident of _____

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

k) 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 Canara Bank to the Contractor the Contractor hereby covenants and agrees with the **Canara Bank** to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

Signed, sealed and delivered by the said contractor, _____ to **Canara Bank** _____ in the presence of:

Signature of Contractor (with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

:ANNEXURE-5:

**CANARA BANK
(H.O. :: BANGALORE)**

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

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

Signature of the Contractor

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

:ANNEXURE-7:

FORMAT OF CONCRETE CUBE TEST REPORT

1. Name of the Project_____

2. Name of the Contractor_____

Sr. No	Date of Casting	Identification Mark and location in which the representative concrete is placed	Mix proportion	Date of testing	Crushing strength as on the date of test
1	2	3	4	5	6

Crushing strength as on the 28 th day	Average crushing strength (average of 3 companion cubes) as on the 28 th day	Remarks	Signature of the Site Engineer
7	8	9	10

:ANNEXURE-8:

FORMAT OF MEASUREMENT BOOK

MEASUREMENT BOOK PAGES NOS. 1 TO

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

Site Engineer

Architect

Contractor

Checking/Test checking Engineer Date of checking/Test checking

NOTE:

Checking and test checking pertains to items wherever initialed.

:ANNEXURE-9:

FORMAT FOR RUNNING BILL

I. Running A/C Bill

1. Name of Contractor / Agency:
2. Name of work:
3. Sr. No. of this bill:
4. No. and date of previous bill:
5. Reference to Agreement No:
6. Date of written order to commence:
7. Date of completion as per agreement:

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

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

Note:

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

II. ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT SITE BY THE CONTRACTOR

No.	Item	Quantity	Unit	Amount	Remarks
1.	2.	3.	4.	5.	6

Total value of materials at site.

Secured Advance @ _____ % of above value B

CERTIFIED (i) that the materials mentioned above have actually been brought by the contractor to the site of the work and no advance on any quantity of any of this item is outstanding on their security (ii) that the materials are of imperishable nature and are all required by the contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated signature of Site Engineer

Preparing the bill

Designation _____

Dated signature of Bank's

Architects

(Name of the Architects)

Dated signature of Contractor

CERTIFICATE

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

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

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

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

:ANNEXURE-10:

FORMAT FOR RATE ANALYSIS OF 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 item using quoted labour rates.		Particular
III.	Machinery / Tools	-	Rs. _____
	Inputs of Machinery / Tools requirements as per the item and hire charges as per market.		
	TOTAL (I) + (II) + (III)		Rs. _____
IV.	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)		Rs. _____
	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.

:ANNEXURE-11:

FORMAT OF CERTIFICATE OF PAYMENT

Certificate No. Interim /	Dated	
	Project No.	Building work / interior work
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contractor's Bill No.	Dated:
<p>This is to certify that the amount given below (*) is due to your Contractors for the work done by them and/or against materials delivered at site and/or for advance towards contract on the above referred project.</p> <p>Advance against contract Rs. _____ Less: Advance adjusted to-date Rs. _____ Balance Advance Rs. _____ Advance against material delivered at site Rs. _____ Amount of work done to-date Rs. _____ Total Rs. _____ Less: Retention on work done Rs. _____ Less: previously certified upto Rs. _____ PRESENT CERTIFICATE (*) Rs. _____ RUPEES.....</p> <p>The cost of cement or any other material supplied by you or payments made by you directly, if any and not covered herein above, should be adjusted before making the payment of the certificate amount (*). Necessary Deduction U/S194C of the income Tax 1961 and sales tax may be made before paying the above certified amount.</p> <p>By a copy of this letter, we are intimating the Contractors to call on you for the necessary payments.</p>		
Remarks if any: The details of Insurance policy are given in the next page.		
Signature of Architects		
Enclosures : Bill		

:ANNEXURE-12:

FORMAT OF SITE ORDER BOOK

Name of the work _____

Date of Commencement _____

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

:ANNEXURE-13:

FORMAT FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

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

:ANNEXURE-18:

Name of work:

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

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

Name & Signature of Tenderer

ANNEXURE 17 :

PRE CONTRACT INTEGRITY PACT

1. GENERAL

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

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER .

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.

9.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE
OFFICER /AUTHORISED
SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1)

1)

2)

2)