

**HVAC WORKS (LOW SIDE) AT 7TH FLOOR, GIFT ONE, GIFT CITY,
GANDHINAGAR**

NOTICE TYPE : DOMESTIC TENDER NOTICE

AUTHORITY TYPE : PUBLIC SECTOR BANK

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ISSUED BY
CANARA BANK, CIRCLE OFFICE
PREMISES & ESTATE SECTION
3RD FLOOR, NEELKANTH AVENUE - 1
NAVJEEVAN PRESS ROAD, ASHRAM ROAD, AHMEDABAD - 380014
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NOTICE INVITING TENDERS

Canara Bank, Premises & Estate Section, Circle Office, Ahmedabad invites item rate sealed tenders from eligible & experienced Firms / Companies in “TWO BID CONCEPT” for the **HVAC WORKS (LOW SIDE) AT 7TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR**

1) Details of the Tender:

| | |
|---|---|
| Name of the Work | HVAC WORKS (LOW SIDE) AT 7TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR |
| Location of Work | 7 th Floor, GIFT One Tower, GIFT City, Gandhinagar |
| Estimated cost of the works | Rs.77.00 Lakhs |
| Earnest Money deposit | Rs.77,000.00 by way of Demand Draft of a Scheduled Bank drawn in favour of Canara Bank payable at Ahmedabad. |
| Issue of tender document | 23rd January -2021 |
| Last date of submission of pre-bid queries | 28th January -2021 till 3.00pm |
| Pre-bid meeting | 28th January - 2021 at 4.00 pm |
| Last date of submission of Tender | 6th February-2021 on or before 3.00 pm |
| Opening of Technical bids | 6th February-2021 at 3.30 pm |
| Opening of Financial bids | Date & time will be informed to the qualified bidders through e-mail/ letter. |
| Period of completion | 1 Month from the date of issue of work order |
| Tender documents (soft copy) | Can be downloaded free of cost from Canara Bank's web site & Central Public Procurement (CPP) portal www.eprocure.gov.in from 23.01.2021 till last date of submission https://canarabank.com/english/announcements/ & https://eprocure.gov.in |
| Last date and time for submission of the tender | Sealed envelopes to be submitted on or before 06.02.2021 by 3.00PM to the office of: The Assistant General Manager, Canara Bank, Premises & Estate Section, Circle Office, Ahmedabad, 3rd floor, Neelkanth Avenue - 1 Navjeevan Press Road, Ashram Road, Ahmedabad - 380014 |

- 2) **Eligibility Criteria** : Contractors who fulfill the following requirements are eligible to apply. The Contractor/ Companies/ Agencies having well established facilities in the area of supplying, installing, commissioning and maintaining HVAC SYSTEMS and who have executed such works are eligible to apply. The tenderer should not have been blacklisted by any organisation / institution and should submit a declaration on letter head confirming the same.

| Sl. | Eligibility Criteria | Documents Required |
|-----|--|--|
| 1 | The contractor should be registered with CPWD-or State PWD or MES or Railways or such other Government organizations or Registered in Public sector units or Public sector Bank's or Financial Institutions or Reputed Corporate companies, MNC's, IT companies as a contractor providing, supplying and installing HVAC SYSTEM | A copy of valid registration certificate from respective authorities. Joint Ventures are not permitted |
| 2 | The Contractor should have minimum of 05 (Five) years' experience in the relevant field as on 31.12.2020. | Copy of Registration of the Firm or Copy of incorporation and WORK ORDER for work done on or before 31.12.2020 |
| 3 | Bidder should have a minimum of Rs. 2.00 Crores annual average turnover during last three financial years i.e. 2017-18, 2018-19, 2019-20 from the business of providing and installing HVAC systems. Contractor have to submit CA certified copy of turnover. | Audited balance sheet and P&L account for the years mentioned and certificate from the Chartered Accountant. The certificate from the Accountant must mention the turnover worked out SPECIFICALLY from these trades. |
| 4 | The Tenderer should have executed following work as single contract for the trades during last 5 years where work is executed of atleast: One (1) similar work costing Rs.62.00 lacs OR Two (2) similar works each costing Rs.39.00 lacs OR Three (3) similar works each costing Rs.31.00 lacs | Satisfactory work completion certificates from clients clearly indicating the cost and nature of works executed (Please refer to similar works). In case of consolidated completion certificates, split up details certified by the client/ project consultant is to be enclosed. |
| | SIMILAR WORKS MEANS CARRYING OUT HVAC WORKS (LOW SIDE) FROM EXISTING AHUs FOR OFFICES / COMMERCIAL BUILDINGS. | |

| | | |
|---|--|--|
| 5 | The contractor must have valid GST registration, PAN number., Company Registration, EPF Registration, Labor insurance Copies., Ownership Document, Class Registration Certificate, | Copy of the GST registration certificate and copy of PAN card. In case the firm/company etc. is not having G.S.T number, contractor should apply for G.S.T number and submit a copy for the acknowledgement form along with a declaration for having applied for G.S.T registration. Shortlisted vendor must submit GST Number before commencement of work. MSE FIRMS MUST SUBMIT THEIR UDHYOG AADHAR CERTIFICATE |
| 6 | The Contractor should have their representative office in GUJARAT for operational convenience | Details of organization chart proposed for this project. Valid proof of address for having representative office like Notarized Lease agreement/ Electricity bill property tax bill etc. The representative office MUST exist before date of floating of this tender. |

- 3) Tender documents can be downloaded only from the Banks & Central Public Procurement (CPP) portal www.eprocure.gov.in website free of cost. The Tender documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) in two separate books (i.e. Technical bid and Financial bid) and submitted as detailed in clause 10 below.
- 4) Tender documents consists of Notice Inviting the Tender (NIT), Eligibility criteria, General rules and Directions to Tenderers, Schedules A to F, Conditions of contract, Clauses of Contract, Special conditions, Technical specifications, Safety code, Model rules for protection of Health & sanitary arrangements, List of preferred makes, **Annexures 1 to 19**, Schedule of Quantity (SOQ).
- 5) Tenders shall be on prescribed Form for item rate tenders as issued by the Bank / hosted by the Bank in website & Central Public Procurement (CPP) portal www.eprocure.gov.in
- 6) The site is ready for commencement of works.
- 7) Nature of the document: **TWO BID CONCEPT**. This Tender document comprises of the following :
 - A. **TECHNICAL BID:** (first envelope) consisting of following should be hardbound/spiral bound and submitted as in **Sl. No. 8 & 9** below in a separate envelope
 - a) EMD - Earnest Money Deposit
 - b) Notice inviting tender (NIT).
 - c) General Rules & directions to contractor.
 - d) Schedules.
 - e) Conditions of contract.
 - f) Clauses of contract.
 - g) Special conditions
 - h) Safety code.
 - i) Model rules for protection of health and sanitary arrangements for

workers employed by contractors.

- j) Technical specifications and list of approved makes
- k) Annexures 1 to 19.
- l) Tender Drawings.
- m) Addendums/Reply to pre-bid queries etc.

B.FINANCIAL BID (second envelope): Schedule of quantity (SOQ). Financial bid should be hardbound / spiral bound and submitted in separate envelop as in Sl. No. 8 & 9 below.

8) Submission and opening of Tenders:

- a) Tenders on prescribed form should be placed in two envelopes one sealed envelope consisting of “Technical bid” duly super scribed as “Technical bid” and other sealed envelope consisting “Financial bid” duly super scribed as “Financial Bid” and both envelopes shall be kept in one bigger sealed single envelope, with the name of work, Name of Tenderer and due date written on the envelopes.
 - b) Sealed Tenders shall be addressed to **The Assistant General Manager, Canara Bank, Premises & Estate Section, Circle Office, Ahmedabad, 3rd floor, Neelkanth Avenue -1, Navjeevan Press Road, Ashram Road, Ahmedabad - 380014.** Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address.
 - c) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender. The first part of tenders i.e. Technical bid will be opened on the same day and location of tender submission.
 - d) Technical bids will be evaluated based on the Bank’s eligibility criteria’s. Wherever contractors /agencies are submitting consolidated completion certificates, then the Bank may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria’s. Bank’s decision in this regard is final and shall be binding on all.
 - e) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. **The bank is not bound to inform results of technical evaluation to applicants disqualified in technical evaluation.** Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and freak rate analysis. Bank’s reserves rights of accepting any and all the financial bids.
- 9) The tender shall be accompanied by earnest money deposit of Rs. 77,000.00 (RUPEES SEVENTY SEVEN THOUSAND ONLY) by way of Demand Draft of a Scheduled commercial Bank issued in favour of Canara Bank, payable at Ahmedabad. EMD can also be submitted by way of irrevocable Bank guarantee from scheduled commercial Bank other than Canara Bank valid for 120 days with claim period of 60 days in the format prescribed by the Bank. EMD shall be submitted with the Technical bid only and should be kept along with cover containing the Technical bids .**

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

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

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

18) Pre bid queries and clarification to Tender :

The tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to premisescoahd@canarabank.com and the pre-bid query should be in the following format.

| Sl No | Page No | Tender Clause No | Tender Clause | Query |
|-------|---------|------------------|---------------|-------|
| | | | | |
| | | | | |

All communications regarding points requiring clarifications and any doubts shall be given in writing to the Assistant General Manager, Canara Bank, Premises & Estate Section, Circle Office, Ahmedabad, 3rd floor, Neelkanth Avenue -1, Navjeevan Press Road, Ashram Road, Ahmedabad - 380014 by the intending tenderers **before 3:00 PM on 28.01.2021**. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

Pre-Bid meeting:

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

| Date | Time | Venue |
|-------------------|---------------|---|
| 28.01.2021 | 4.00PM | Canara Bank, Premises & Estate Section, Circle Office, Ahmedabad, 3rd floor, Neelkanth Avenue -1, Navjeevan Press Road, Ashram Road, Ahmedabad - 380014 |

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

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

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

20. Amendment to Tender document :

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

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

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

21. Brief details of the work :

**HVAC WORKS (LOW SIDE) AT 7TH FLOOR, GIFT ONE, GIFT CITY,
GANDHINAGAR.**

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

23. Running Bill payments:

Running bills shall be considered subject to a minimum bill value of Rs.23.00 **lakhs (Rupees Twenty Three lakhs)**. All the bills shall be prepared by the contractor in the form prescribed by the Employer/Bank. The bills in proper forms must be duly accompanied by detailed measurements, supporting documents (Invoices) for procuring the raw materials as per the approved list of materials in support of the quantities of work done and must show deductions for all previous payments, retention money, etc if any.

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

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

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

All the interim payments shall be regarded as payments by way of advance against the final payment only, and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due

performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer/Bank under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

24. FINAL PAYMENT:

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

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

For & on behalf of the Canara Bank

Date: 23.01.2021

**Assistant General Manager
Premises & Estate Section
Circle Office, Ahmedabad**

GENERAL RULES AND DIRECTIONS TO TENDERERS

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

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

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

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

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

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

1st preference - Total Value of the qualifying works - Eligibility criteria 4

6th preference -Total turnover during last 3 financial years-Eligibility criteria 3

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

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

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

6. The rate quoted shall comply with the following:

(a) The rate(s) and/or amount(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

(b) In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.

(c) The rate columns should be filled in English figures and English words.

(d) The rate and amount columns for alternative items, if any, shall be filled up but amounts shall not be added in the total. The amount of alternative items of which quantities are not mentioned shall not be filled.

7. In the case of any errors or omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

8. All rates shall be quoted only on the tender form. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word `Rs.' should be written before the figure of rupees and words `P' after the decimal figures, e.g., `Rs.2.15p' and in case of words, the words, `Rupees' should precede and the word `Paise' should be written at the end, unless the rate is in whole rupees and followed by the words `only' it should be invariably be up to two decimal places. While quoting the rate in

Schedule of quantities, the word 'only', should be written closely following the amount and it should not be written in the next line.

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

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

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

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

In case the contractor wishes to provide the security deposit in form of Bank Guarantee, a Bank Guarantee of 10% of Contract amount including the Earnest Money Deposit, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender as security deposit will be needed to be submitted. The duration of the Bank guarantee shall be for the duration of the contract period and defect liability period. In case of increase of duration of the project, the contractor is liable to provide the revised bank guarantee covering the extended period. The bank guarantee shall be acceptable from **any other Scheduled Bank other than Canara Bank** in the prescribed format.

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

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

Any other Tax, any royalties, duties, levies, cess, Entry Tax, Profession Tax, Turnover Tax or any other Tax on material in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. **GST on works contract on finished works wherever applicable shall be paid by Bank as per extant rules.**

18. The contractor shall give a list of the Bank employees related to him with their places of posting and designations in prescribed Format as per the **Annexure-05**.
19. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
20. -----N.A-----
21. Errors and omissions due to clerical, typographical or printing etc., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the appropriate tender accepting authority of the Bank shall be final and binding.
22. Procurement of all materials, other than specifically stipulated to be issued by the Bank, if any, shall be at the cost and the responsibility of the contractor.
23. **INTEGRITY PACT:** Integrity Pact format is enclosed as Annexure - 16. The same to be duly filled in a **non-judicial stamp paper of appropriate value** and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP will be notified at a later date.

Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection.
24. Tenderer shall fill in all the blanks and put their signature and seal on each page of the tender documents. The successful Tenderer will have to enter into an agreement with each component of the Tender document with the Bank.
25. The tender drawings under this NIT are only indicative to broadly understand the scope of the works. The contractor shall carry out the works according to the workings drawings/ construction drawings issued by the Engineer in charge during the course of work from time to time. Tenderer/ Contractor is not eligible for any claim on account of any differences between the tender drawings and working drawings.

26. PROVISIONS FOR MICRO & SMALL ENTERPRISES (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.

27. SOCIAL MEDIA POLICY:

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

- a) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- b) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

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



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

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

SCHEDULE `B' ::

Schedule of materials to be issued to the contractor.

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

----- N I L -----

SCHEDULE - 'C' ::

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

| Sl. No | Description | Hire Charges per day |
|--------|-------------|----------------------|
|--------|-------------|----------------------|

----- N I L -----

SCHEDULE 'D' ::

Extra schedule for work :

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

SCHEDULE `E' ::

| | |
|----------------|---|
| Name of work:: | <u>HVAC WORKS (LOW SIDE) AT 7TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR</u> |
|----------------|---|

SCHEDULE 'F' ::

Reference to Conditions of contract.

Definitions::

| | |
|---|--|
| 2(a) Work | :: HVAC WORKS (LOW SIDE) AT 7 TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGR. |
| 2(b) Site | :: 7 TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR |
| 2(c) Contractor | :: Successful tenderer to whom the work is awarded |
| 2(d) Bank or Employer or Buyer | :: Canara Bank |
| 2(e) Engineer-in-Charge /Architect | :: Bank's Engineer/Architect |
| 2(f) Accepting Authority | :: The Assistant General Manager Canara Bank Premises & Estate Section Circle Office, Ahmedabad, 3rd floor, Neelkanth Avenue -1, Navjeevan Press Road, Ashram Road, Ahmedabad - 380014 |
| 2(g) Percentage on cost of materials and labour to cover all overheads and profits. | :: 15 % (fifteen %) |
| 2(h) Standard Schedule of Rates | :: Local Market Rates |
| 2(i) Standard specification to be followed | :: Specifications |
| 2(j) Standard Contract Form | :: Item rate Tender form of Canara Bank as modified & Corrected up to date of tender. |

Reference to CLAUSES OF CONTRACT

Clause 1 :

Estimated cost of work :: Rs.77.00 Lakhs

Earnest Money Deposit :: Rs.77,000.00

Security Deposit :: As below

- a) 2% initial security deposit (including EMD) within 14 days.
- b) Retention money :: 8% of the work executed deducted from bills
(Rule 13 of General Rules and Directions) Maximum of Rs. 25 lacs.

Or

Bank guarantee of Rs. 10% of contract amount with in 14 days of the date of issue of the letter of acceptance of his tender.

c) -----NA-----

| | | |
|----------------------------|---|--|
| Clause 2 :: | Authority for fixing compensation under clause 2. | Deputy General Manager, Circle Office, Ahmedabad |
| Clause 5 | Time allowed for execution of work from date of commencement | 1 month |
| Clause 5.4 | Authority to give fair and reasonable extension of time for completion of work | Deputy General Manager, Circle Office, Ahmedabad |
| Clause 10 B | Mobilisation Advance Max. percentage of accepted tendered cost (contract amount) | -- N I L -- |
| | Plant & Machinery Advance Maximum percentage of contract amount. | -- N I L -- |
| | Rate of interest percent per annum on mobilization Advance and Plant and machinery Advance | -- NA -- |
| | Other items (Specify) if any | -- N I L - |
| Clause 10 C :: | Escalation | -- N I L - |
| Clause 12 :: 12.1 (iii) | Schedule of Rates for determining. Rates for additional, altered or substituted items that cannot be determined under 12.1 (b) (i) & (ii) | Local market Rates |
| 12.1(vi)A(a) | -----NA----- | -----NA----- |
| 12.1(B)(vi)A(b) | -----NA----- | -----NA----- |
| 12.1(vi)B(a) | -----NA----- | -----NA----- |
| Clause 15 :: (b) (II) | Percentage payable to cover contractor's indirect expenses for suspension of work exceeding 30 days and not exceeding 3 months. | -----NIL----- |
| (c) | Percentage payable to cover contractor's indirect expenses for suspension exceeding 3 months. | -----NIL----- |
| Clause 16 :: | Competent Authority for deciding reduced rates. | Assistant General Manager, Circle Office, Ahmedabad |
| Clause 19 :: | Submission of Labour License | Within 14 days from the date of receipt of Acceptance letter |
| Clause 25 | i) Amount of claim by any party beyond which Arbitrator shall give reasons for award. | All Claims |
| | ii) Accepting Authority | Assistant General Manager, |

| | | |
|-------------------------|---|--|
| | | Circle Office, Ahmedabad |
| Clause 36 (i) | a) Minimum Qualifications & experience required for Principal Technical Representative to be in- charge of work | Three years experience in providing, installing and commissioning of HVAC SYSTEM |
| | b) Discipline to which the Principal Technical representative should belong | N.A |
| | c) Minimum experience of works | 3 years . |
| | d) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(i). | Rs. 77,000/-p.m. |
| Clause 42 :: (i) (a) | ---NA---- | ---NA---- |
| (ii). | ---NA---- | ---NA---- |

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

CONDITIONS OF CONTRACT

Definitions:-

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

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

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

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

c) The 'Contractor' shall mean as mentioned in schedule F, the individual Karta, 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 theirs legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assigns of such firm or company.

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

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

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

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

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

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

- t) "Defect Liability Period" shall mean a period of twelve months from the certified date of virtual completion issued by the Engineer in charge / Employer.
- u) "Approved make" means materials as specified under List of approved makes and also as approved by the Bank.

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

4. Headings to these Conditions of Contract, Clauses of contract, special conditions, Technical specifications shall not be deemed to form part thereof or be taken into consideration in the inter-pretation 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, GST or any other tax on material in respect of this contract, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport, any other incidentals works etc. complete and for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable unless otherwise specifically exempted and are specified as payable or reimbursable under this Agreement.

8. Sufficiency of Tender::

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

9. Discrepancies and Adjustment of Errors::

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

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

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

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

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

Any error in description or quantity or rate in Schedule of Quantities or any omission 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 following **failing which the Earnest money deposit shall be forfeited :-**

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

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

- b) Standard Contract Form as mentioned in Schedule `F' consisting of ::
- a. Notice inviting tender (NIT).
 - b. General Rules & directions to contractor.
 - c. Schedules A to F.
 - d. Conditions of contract.
 - e. Clauses of contract.
 - f. Special conditions
 - g. Technical specifications and list of approved make
 - h. Safety code.
 - i. Model rules for protection of health and sanitary arrangements for workers employed by contractors.
 - j. Annexure 1 to 19.
 - k. Tender Drawings
 - l. Integrity pact
 - m. Bill of Quantities (BOQ)



CLAUSES OF CONTRACT

Clause - 1:: DEPOSITS

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

In case the contractor wishes to provide the security deposit in form of Bank Guarantee, a Bank Guarantee of 10% of Contract amount including the Earnest Money Deposit, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender as security deposit will be needed to be submitted. The duration of the Bank guarantee shall be for the duration of the contract period and defect liability period. In case of increase of duration of the project, the contractor is liable to provide the revised bank guarantee covering the extended period. The bank guarantee shall be acceptable **from any other Scheduled Bank other than Canara Bank** in the prescribed format.

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

Clause - 2 :: COMPENSATION FOR DELAY ::

If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the authority mentioned in Schedule 'F' on the contract value of the work for every completed week that the progress remains below that specified in clause 5 or that the work remains incomplete.

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

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

| | |
|---|-------------------------------|
| a) Completion period (less than 6 months) | :: 1 (One) percent per week |
|---|-------------------------------|

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the undernoted percentage of the Contract Value or of the Contract Value of the item or group of items of work for which a separate period of completion is originally given :-

| | |
|---|------------------------|
| a) Completion period (less than 6 months) | :: 10% (Ten percent) |
|---|------------------------|

Clause -2.1::

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

Clause -3::

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

- i) If the contractor having been given by the Employer and/or the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or 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 Employer and /or Engineer-in-charge.

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

Clause -3.1::

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

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

Clause -3.2::

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

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

Clause-4::

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

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

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

Clause -5.1::

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

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

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

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

Clause -5.3::

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

Clause -5.4::

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

Clause - 6::

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

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

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

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

Clause 7::

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

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

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

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

Clause - 8 ::

(i) ---NIL---

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

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

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

Clause 8 (A):: NIL**Clause 8 (B):: NIL****Clause 9::**

- (1) The Contractor shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute for quantities and

rates as approved by Engineer-in-Charge, shall be made by the employer within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised representative complete with account of materials issued by the Employer, dismantled materials, if any theoretical consumption of materials, inventory of fittings and fixtures, detailed measurements etc. complete.

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

Clause -10:: MATERIALS SUPPLIED BY EMPLOYER ::

No materials will be supplied by the Employer.

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

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

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

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

(iv) THE contractor shall at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Employer and or Engineer-in-Charge or his authorised representative shall at all times have the right to

inspect/supervise the works and access to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works. The contractor shall afford every facility and every assistance as required by the Employer/Engineer-in-Charge.

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

Clause 10-B::

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

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

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

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

Clause - 10 C:: ESCALATION:

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

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

Clause -10 D:: ---NA---

Clause -11::

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

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

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

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

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

- (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) to omit a part of the works or Item of the works or reduce the quantity in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work without any extra compensation except as hereafter provided :
 - (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
 - (b) In the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall within SEVEN days of having been so ordered bring this to the notice of the Engineer-in-Charge with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause 25.

Clause -12.1:: ----NA-----

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

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

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

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

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

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

Clause -12.5 :: ----NA-----

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

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

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

(a) Any expenditure incurred on preliminary site work.

(b) Employer shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by the Employer cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

(c) ----NA-----

(d) ----NA-----

(e) The reasonable amount of items on (a) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e., total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Employer as per item (b) above. Provided always that against any payments due to the contractor on this account or otherwise, the Employer shall be entitled to recover to be credited with any outstanding balances due from contractor for advances paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the employer from the contractor under the terms of the contract.

(iii) ---NA---

(iv) THE Contractor shall, if required by the Employer/Engineer-in-Charge furnish

to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this Condition.

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

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

i.> If contractor ::

- (a) at any time makes default in proceeding with the works or any part of the work with due diligence or poor quality of work / workmanship or non compliance of contract specifications and continues to do so after a notice in writing of 7 days from the Employer and or Engineer-in-Charge; or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer and or Engineer-in-Charge; or
- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Employer and or Engineer-in-Charge; or
- (d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration of any as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or;
- (e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer/ Engineer-in-Charge; or
- (f) shall obtain a Contract with the Employer as a result of wrong tendering or other non-bona-fide methods of competitive tendering; or being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the to me being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- (g) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (h) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (i) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;
- (j) The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the Contractor.
- (k) The Employer / Engineer-in-Charge shall on such cancellation by the accepting authority have powers to, for which the Contractor shall hereby unconditionally agree ::
 - (a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) to carry out the incomplete work by any means at the risk and cost of the Contractor.
- ii.> On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors' materials taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.
- iii.> Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- iv.> If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge with the approval of the Employer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and adjust the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

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

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

Clause -15 :: SUSPENSION OF WORK ::

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

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

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

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

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

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

consequence of the abandonment.

Clause -16:: INSPECTION ::

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

(ii) The Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and Instructions and inspections or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

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

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

Clause -17::

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or

if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer/Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit. **Fifty (50) percent** of the security deposit may be refunded after the expiry of six months (after the virtual completion of the work) or after the final bill has been prepared and passed whichever is later, and the **remaining fifty (50) percent** of the Security Deposit shall be refunded fourteen (14) days after the expiry of the defect liability period of twelve months after the completion of the work provided that all the works are carried out as per specifications and condition of contract and all the defect and damages are rectified satisfactorily to the satisfaction of the Employer/Engineer-in-Charge. The refund of the security deposit is subject to the condition that the contractor has deposited the security deposit in form of DD and remaining amount has been adjusted from running bills of the contractor.

Clause -18::

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

Clause -18 A::

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

Clause -18 B::

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

Clause -19::

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

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

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

Clause -19 A::

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

Clause -19 B:: PAYMENT OF WAGES ::

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

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

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

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

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

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

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

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

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

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

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

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

Clause -19 C::

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

Clause -19 D::

THE contractor shall submit by the 3rd and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively.

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

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

Clause -19 E::

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

Clause -19 F::

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

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

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

(ii) Should it appear to the Engineer-in-Charge/ Employer that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people the Engineer-in-Charge/ Employer shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

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

Clause -19 H :: CAMP ::

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

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

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

Clause -19- K :: ILLEGAL OCCUPATION ::

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

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

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

Clause - 20 :: COMPLIANCE WITH STATUTE ::

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

Clause - 21 :: ASSIGNMENT ::

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

Clause - 22 :: REASONABLE COMPENSATION ::

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

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

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

Clause - 24 :: DIRECTIONS AS TO WORK ::

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (x) It is also a term of the contract that any fees, TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.
- (xi) The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion.
- xi) It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The fees, and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- xii) The award of the Arbitrator shall be final and binding on both the parties.

Clause - 26:: INDEMNITY ::

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

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

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

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

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

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

Clause - 27:: ESTIMATE ::

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

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

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

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

Clause - 29:: LIEN ::

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

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

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

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

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

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

Clause - 30:: CONTROLLED AREA LABOUR :: ----- NA -----

Clause - 31 :: WATER SUPPLY :: ----NA-----

Clause - 32 :: ALTERNATE WATER SUPPLY :: -----NA-----

Clause - 33 :: TRUST :: -----NA-----

Clause - 34 :ARRANGEMENTS OF MACHINERY EQUIPMENT ::

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

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

(i) ---NA----

(ii) ---NA---

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

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

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

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

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

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

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

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

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

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

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

Clause - 37:: TAXES ::

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

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

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

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

Clause - 38:: TENDERED RATES ::

(i) All tendered rates shall be inclusive of all taxes (except GST), royalties, cess and levies etc as stated in clause-37.I and payable under respective statutes.

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

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

Clause - 39:: DEATH ::

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

Clause - 40:: RELATIVES ::

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

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

Clause - 41:: EX-EMPLOYEES ::

No Engineer or other officer employed in the Canara Bank shall work as a contractor or employee of a contractor for a period of two years after his retirement from the Bank's service without the previous permission of the Employer. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such person who had not obtained the permission of the Employer as aforesaid, before submission of the tender or engagement in the contractors' service, as the case may be. Names of such persons employed by the Contractor shall be informed as per **Annexure 18**.

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

Clause - 43:: The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from Engineer in charge to that effect obtained.

Clause - 44 :: APPRENTICES ::

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

Clause - 45 :: CLEARANCE CERTIFICATE ::

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on

receipt of the said communication, write to the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Clause - 46:: DAMAGES & INSURANCE ::

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

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

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

Clause - 47:: INSURANCE ::

The contractor shall insure the works and keep them insured until the virtual completion of the contract against all risks and loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed. In default of the contract insuring as provided above, the employer on his behalf may so insure and deduct the premiums paid from any money due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance company should they elect to do so, proceed

with due diligence will the completion of the works in the same manner as though the damages has not occurred and in all respects under the conditions of the contract. The contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the employer/architect may deem fit.

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

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

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

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



SPECIAL CONDITIONS

1 Scope :

The works to be governed by this contract shall cover HVAC WORKS AT 7TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR, as specified in the **schedule A & E** along with all services, including all materials, labour, delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

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

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

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

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

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

2 Precautionary measures:

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

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

The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. In case of any accident of the labourers / contractual staff, the entire

responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

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

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

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

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

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

The site of work shall be always kept clean in general strictly adhering to approved job layout/specifications or any other guidelines stipulated by GIFT Authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

The contractor shall not stack his materials (raw/produced/waste material) on the road in any circumstances. In case, the Contractor is found stacking the material as stated above, he shall be liable to pay the stacking charges as may be levied by local body or authority and also to face penal action as per the rules, regulations and bye-laws of the said

body or authority. The Engineer-in- Charge shall be at liberty to recover the sums due but not paid to the concerned authorities on the above counts from any sums due to the contractor including amount of the Security Deposit or Retention Money in respect of this contract or any other contract.

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

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

4. Laboratory Equipment:

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

5. Setting Out of works

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

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

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

The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every

part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-charge.

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

6. Architectural, structural and integrated service drawings:

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

The work shall be carried out in accordance with the Architectural/working drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural/working drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account. The delay caused on account of non- timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by Engineer in charge.

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

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

7. Scaffolding & Staging:

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

8. Procurement of materials and Basic rate:

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

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

9. Quoted Rates and other conditions for payment:

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

Site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, welfare, preparatory works, working during monsoon, working at all depths, height, lead, lift and

location etc until / unless specified otherwise, and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

9.2 ---NA---

9.3 ---NA---

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

Conducting Tests materials and works wherever stipulated

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts) or as permitted by GIFT Authorities. No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts

for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and obtain all requisite licenses wherever required and shall pay to such authority all the fees that is required to be paid for the execution of work. Nothing extra shall be payable on these accounts.

All ancillary and incidental facilities required for execution of work like stores, offices for Contractor, watch and ward, installation and consumption charges of temporary electricity etc. required for execution of the work, protection works, barricading, testing facilities during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in Charge), shall be deemed to be included in rates quoted by the Contractor for various items in the Schedule of quantities. Nothing extra shall be payable on these accounts.

Final testing of the installation:

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

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

10. Local laws :

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

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

11. ---NA---

12. Recording of Hindrances:-

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

charge within a week.

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

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

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

13. Progress and monitoring of work:

The contractor shall submit the progress report for the work done during previous month to the Engineer-incharge on or before 7th day of the subsequent month .The progress report shall contain the following, apart from whatever else may be required as specified:-

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

14. Project review meetings:

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

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

15 Hardware:

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

16. Inspection & Audit of works:

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

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

17. Submission of Insurance policies:

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

18. Chasing work:

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

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

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

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

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

It shall be distinctly understood that notwithstanding the reviews and

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

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

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

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

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

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

This work being prestigious work in field of security systems, quality of materials & workmanship are expected from the contractor of very high standard.

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

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

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

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

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

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

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

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

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

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

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

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

Deviation in Quantities :

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

Photographs

Weekly work progress photographs and progress report submitted to ARCHITECT CONSULTANT/ CANARA BANK, CIRCLE OFFICE AHMEDABAD

The rate quoted shall include the cost of supplying colour photographs of 8" x

10" size including negative to employer after completion of work from various angle one set each to Employer and the architect separately in respect of each floor as directed.

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

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

Contractor has to protect flooring and wall from the damage of any fabricated work of partition table or any fixing work and for the any damage contractor is fully responsible for the same and for the above protection of PVC sheet on flooring no any extra charge/payment provided to contractor.

Scaffolding required will be in scope of Contractor.

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

Procurement of Materials.

The contractor shall make his own arrangement to procure all materials required for the work. All wastages shall be to the contractors account.

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

Progress Report/Photograph: Two copies of weekly progress reports containing the following shall be submitted by the Contractor to the Employer through the Engineer on or before the 3rd day of the next week.

Weekly detailed progress report showing the progress of individual activities of programme as achieved at site till such period & being suitably marked on the approved network diagram, or as directed by the Engineer, shall be provided by the Contractor indicating the actual state of progress during the course of the contract, together with other details of procurement & delivery schedules of materials / equipment's, as required by the Engineer.

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

Labour report in the form prescribed by the Engineer.

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

Supervisory staff report in the form prescribed by the Engineer.

Remedial Measures for covering up delay, if any.

Bottlenecks and hindrances,

from the above the Contractor shall submit daily report indicating regular deployment of his staff and works, equipment's, important stages of progress,

procurement of construction materials etc. as approved by the Engineer.

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

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

(ii) Site Records

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

Site Meetings

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

SAFETY CODE

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

ii.> ---NA---

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

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

v.> Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm ($11\frac{1}{2}$ ") for ladder upto and including

3 m (10 feet) in length. For longer ladders this width should be increased at least ¼" for each additional 30 cm (1 foot) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

vi.> ---NA----

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

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

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

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

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

xi. > To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer of the Government, Engineer-in-Charge of the Employer or their representatives.

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

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



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

1>. Application::

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

2>. Definition::

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

3>. First Aid facilities::

(1) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part there of ordinarily employed.

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

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

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

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

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

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

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

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

or more.

(7) ---NA---

(8) ---NA----

4>. Drinking water::

(a) In every work place there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

(b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(c) ---NA---

(d) ---NA---

5>. Washing facilities::

----NA-----

6>. Latrines and Urinals::

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

TENDER FORM

To,
 The Assistant General Manager
 Canara Bank
 Premises & Estate Section
 Circle Office, Ahmedabad

Name of work: **HVAC WORKS AT 7TH FLOOR, GIFT ONE, GIFT CITY, GANDHINAGAR**

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

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

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

A sum of **Rs. 77,000.00** is hereby forwarded in **Demand Draft / BG** of Bank as Earnest Money Deposit. If I/We, fail to commence the work specified I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

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

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

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

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

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

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

Dated the: _____ day of _____ 2021

Witness:

Name:

Address:

Occupation:

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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

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

II)

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

| Sl.No | Year | Turnover |
|-------|---------|----------|
| 1 | 2019-20 | |
| 2 | 2018-19 | |
| 3 | 2017-18 | |

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

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

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

1)

2)

3)

9. Details of the works executed during the last 7 years prior to 31.03.2020 to meet Sl.No- 4 of Eligibility Criteria.

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

10. Key personnel permanently employed in your organization:

| Sl. No | Name | 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 :

SIGNATURE

Date :

NAME & DESIGNATION
SEAL OF ORGANISATION

ANNEXURE-2:

ACCEPTANCE

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 2021.

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

ANNEXURE-3:**FORM OF AGREEMENT**

This agreement made the _____ day of the month of _____ in the year **2021** BETWEEN, **Canara Bank** a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at **112, J C Road, Bangalore-560002** represented by Circle Office, Ahmedabad its duly constituted attorney (hereinafter referred to as Bank) 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 Bank is desirous that certain works should be constructed viz., _____ and has accepted the tender dt. _____ furnished by the contractor for the constructions, completion and performance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

Signed, sealed and delivered by the said contractor, _____
to bank _____ in the presence of:

Signature of the Contractor (with seal)

Signature of Bank Official (with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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

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

Signature of the Contractor(with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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

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

Signature of the Contractor(with seal)

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

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

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

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

ANNEXURE-7:**FORMAT OF MEASUREMENT BOOK**

MEASUREMENT BOOK PAGES NOS. 1 TO

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

Site Engineer

Architect

Contractor

Checking/Test checking Engineer Date of checking/Test checking

NOTE:

Checking and test checking pertains to items wherever initialed.

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

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

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

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

Note:

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

Dated signature of Site Engineer

Preparing the bill

Designation _____

Dated signature of Bank's Architects

(Name of the Architects)

Dated signature of Contractor

CERTIFICATE

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

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

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

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

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

| | | |
|------|--|-------------|
| I. | MATERIAL | |
| | 1. Basic Cost of Material | Rs. _____ |
| | 2. Wastage - 5% | - Rs. _____ |
| II. | Labour: As per Standard | - Rs. _____ |
| | Labour output and labour input required for the Particular item using quoted labour rates. | |
| III. | Machinery / Tools | - Rs. _____ |
| | Inputs of Machinery / Tools requirements as per the item and hire charges as per market. | |
| | TOTAL (I) + (II) + (III) | 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-10:**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.</p> <p>Amount of work done to-date Rs. _____</p> <p>Total Rs. _____</p> <p>Less: Retention on work done Rs _____</p> <p>Less: previously certified upto Rs _____</p> <p>PRESENT CERTIFICATE (*) Rs. _____</p> <p>RUPEES.....</p> <p>Necessary Deduction U/S194C of the income Tax 1961 and sales tax may be made before paying the above certified amount.</p> <p>By a copy of this letter, we are intimating the Contractors to call on you for the necessary payments.</p> | | |
| <p>Remarks if any:</p> <p>The details of Insurance policy are given in the next page.</p> | | |
| Signature of Architects | | |
| | | |
| Enclosures : Bill | | |

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

Name of the work _____

Date of Commencement _____

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

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

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

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

To
 Assistant General Manager
 Premises & Estate Section,
 Canara Bank, Circle Office,
 Ahmedabad

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 2021

SIGNATURE & SEAL OF THE BANK

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

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

To:

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

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

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

PLACE:

DATE:

SIGNATURE

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

Between

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

AND

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

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

offences outlined above or be an accessory to such offences.

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

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

(1) Any breach of the provisions 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:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
- b) To forfeitfully 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.
- c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
- d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 - Independent External Monitor

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

(For & On behalf of Bidder/

(Office Seal)

Place:

Date :

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE-17:

Name of work:

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

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

Name & Signature of Tenderer (with seal)

ANNEXURE-18:**Base Price of materials**

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

ANNEXURE-19:**INDEMNITY FORMAT**

THIS DEED OF INDEMNITY executed at (Place) on this day ofmonth of year two thousand and twenty one (2021) By.....(herein after called the contractor) duly represented by proprietor/one of its partners/director Sri, aged.....years, son of Sri.....residing at

In favour of

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

Whereas the contractor had applied for the tender

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

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

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

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

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

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

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

Signature of Contractor with Seal