

# CANARA BANK

PREMISES AND ESTATE SECTION,  
CIRCLE OFFICE,  
524, ANNA SALAI, TEYNAMPET, CHENNAI – 600 018  
E-mail: [pecohn@canarabank.com](mailto:pecohn@canarabank.com)

## DOMESTIC TENDER

# TENDER DOCUMENT

**COCHN/CORENOV/RFP-3/2021**

**FOR PROPOSED STRUCTURAL REPAIRS AND FACE LIFTING OF  
CANARA BANK CIRCLE OFFICE BUILDING, TEYNAMPET,  
CHENNAI - 600 0018**

Tender Reference No: COCHN/ELECAUDIT/RFP-1/2021

**NOTICE INVITING THE TENDER, GENERAL RULES & INSTRUCTIONS TO  
TENDERERS, OFFER LETTER, SCOPE OF WORK, APPLICATION, PROFORMAS,  
FINANCIAL BIDS.**

# TECHNICAL BID

## FOR PROPOSED STRUCTURAL REPAIRS AND FACE LIFTING OF CANARA BANK CIRCLE OFFICE BUILDING TEYNAMPET CHENNAI

NAME OF THE CONTRACTOR .....

ADDRESS:.....

SIGNATURE OF THE CONTRACTOR:

DATE OF ISSUE: 7<sup>th</sup> JUNE 2021 onwards & up to 28<sup>th</sup> JUNE 2021

PRE BID QUERIES : be sent by E-Mail to [pecohn@canarabank.com](mailto:pecohn@canarabank.com) & [securitycellcohn@canarabank.com](mailto:securitycellcohn@canarabank.com) before 16<sup>th</sup> JUNE 2021 at 17.00 hrs.

DATE OF SUBMISSION: 29<sup>th</sup> JUNE 2021 at 15:00 hrs.

DATE OF OPENING OF TECHNICAL BID: 29<sup>th</sup> JUNE 2021 at 16:00 hrs.

PRICE BID OPENING SHALL BE INFORMED AFTER SCRUTINY OF THE CONTRACTORS

CONSULTANTS:

**FOARCONS**

FORUM ARCHITECTURAL CONSULTANTS  
No.1 GANGA FLATS, 3/2 - NAKKIRAR ST,  
WEST MAMBALAM,  
CHENNAI - 600 033.  
PH: 24812179, 9381034445

---

## CONTENTS

NOTICE INVITING TENDER.....	4
PRE-QUALIFICATION CRITERIA.....	5
FORM FOR PREQUALIFICATION OF CONTRACTORS .....	9
DECLARATION.....	12
ANNEXURE-I - EMPANELMENT OF THE ORGANIZATION .....	13
PERFORMA-I.....	14
ANNEXURE - II - LIST OF TOOLS AND PLANTS .....	15
ANNEXURE -III LIST OF MAJOR WORKS COMPLETED DURING LAST THREE YEARS .....	16
ANNEXURE -IV - DETAILS OF MAJOR SIMILAR TYPE OF WORKS EXECUTED .....	17
PERFORMA -II - PAST CONTRACTUAL PERFORMANCE.....	18
ANNEXURE -V - INFORMATION ON THE WORKS WHICH ARE IN PROGRESS.....	19
ANNEXURE-VI - WORKS FOR WHICH BIDS ALREADY SUBMITTED .....	20
ANNEXURE- VII - KEY PERSONNEL PERMANENTLY EMPLOYED IN THE ORGANISATION .....	21
GENERAL INFORMATION / CONDITION ABOUT PROPOSED CONTRACT: .....	22
INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS .....	24
ARTICLES OF AGREEMENT.....	26
SPECIAL CONDITIONS OF CONTRACT .....	32
GENERAL CONDITIONS OF CONTRACT .....	34
PERFORMA-III - CERTIFICATE REGARDING CONTRACT.....	63
ANNEXURE-VIII - AFFIDAVIT .....	65
ANNEXURE-IX - CONSTITUTION OF FIRM .....	66
APPENDIX -I - INDEMNITY BOND FORMAT .....	67
OFFER LETTER.....	68
APPENDIX-II - IMPORTANT TERMS.....	70
APPENDIX-III - RUNNING A/C BILL FORMAT .....	71
APPENDIX -IV - CERTIFICATE FOR PAYMENT .....	72
APPENDIX- V - MEASUREMENT CERTIFICATE.....	73
APPENDIX-VI - CONTRACT AGREEMENT FORMAT.....	74
APPENDIX-VII - FORMAT FOR RATE ANALYSIS OF ITEMS.....	76
APPENDIX-VIII - LIST OF RELATIVES WORKING IN CANARA BANK/PSU .....	77
APPENDIX-IX - INTEGRITY PACT FORMAT .....	78
APPENDIX-X - UNDERTAKING LETTER.....	85
CHECK LIST.....	86
SCHEDULE A - TECHNICAL SPECIFICATIONS FOR CIVIL WORK .....	87
LIST OF APPROVED MAKE OF MATERIALS FOR CIVIL WORKS.....	95

## NOTICE INVITING TENDER

A. CANARA BANK, a body constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at 112 J.C.Road, Bangalore - 560002 and one of its CIRCLE OFFICE at Chennai invites sealed item rated tenders in two bid system (Technical bid and Price bid) in the prescribed format for the below mentioned works from the eligible Firm or contractors. Cover No.1 of the tender (Technical bid - cover No.1) will be opened on the same day i.e. last date of receiving tender in the presence of bidders or their authorized agents who may choose to be present. The Price Bid - Cover No.2 of only such Contractors whose Technical Bid is accepted, shall be opened subsequently with prior intimation.

Sl.No	Name of work	Approximate Cost	EMD	Cost of Tender Document (non-refundable)	Period of Completion
1	Proposed Structural Repairs and Face Lifting of Canara Bank Circle Office Building Teynampet Chennai	₹ 2.60 Crores	2,60,000/-	₹5,000/-	150 days

Nature of the document: TWO BID CONCEPT

2. The offer document comprises of the following:

A. **TECHNICAL BID:** (is to be submitted in a separate envelope)

B. **FINANCIAL BID** in separate sealed envelop

C. Period of issue of the documents: **07.06.2021 to 28.06.2021** during office hours (BOTH DAYS INCLUSIVE). Documents can also be downloaded from Bank's website [www.canarabank.com](http://www.canarabank.com)

D. Last date and time for submission offer is **29.06.2021 - 3:00 PM.**

E. Date of opening of Technical bid: **29.06.2021-4.00 PM.**

The offer should reach to the office of

The Divisional Manager  
Premises & Estate Section  
Canara Bank Circle Office  
6<sup>th</sup> Floor, #524, Anna Salai  
Teynampet, Chennai - 600 018

DIVISIONAL MANAGER  
P&E SECTION  
CIRCLE OFFICE, CHENNAI

---

## PRE-QUALIFICATION CRITERIA

Contractor who fulfills the following pre-qualification criteria only need to apply. Joint ventures are not accepted.

- (i) The bidder should have minimum average annual financial turnover of ₹195 Lakhs in the last 3 financial years ending on 31.03.2021
  - ii) The bidder should have experience of having successfully completed similar type of works during the last 7 years ending 31.03.2021 as under:
    - a) Three similar completed works each costing not less than ₹ 104 lakhs  
(OR)
    - b) Two similar completed works each costing not less than ₹156 lakhs  
(OR)
    - c) One similar completed work costing not less than ₹ 208 lakhs
  - (iii) Similar work means Structural Repairs and Face Lifting like civil, plumbing, and electrical work executed in Nationalized Banks, or Private sectors or individuals.
  - (iv) The contractor/firms who have executed works for Structural Repairs and Face Lifting of Nationalized Banks, or Private sectors or individuals is required to submit job completion certificate from them having executed similar work and preferably with TDS Certificate. The copy of relevant income tax return shall be enclosed to establish that the work has been completed by the contractor.
  - (v) The Tenderers shall submit latest Solvency Certificate of at least for ₹150.00 lakhs from a scheduled bank.
1. Tender documents shall be sent by person or post or courier service.
  2. The Bidder should have their Office in Chennai & furnish local address
  3. Contractors may download the tender documents from Bank's website [www.canarabank.com](http://www.canarabank.com). The cost of tender document shall be enclosed along with EMD to be placed in cover no. 1, i e Technical Bid. The bids of those firms not submitting the tender cost will summarily be rejected.
  4. The technical bid - volume 1 and financial bid - Volume II duly filled in, signed all the pages and stamped by the tenderer to be submitted giving the details of company profile, audited Balance Sheet for last 3 years, Proof of submission of Income Tax returns, solvency certificate, PAN No., GST No., Work experience having executed Similar type of work. The bidder shall be submitted in a separate sealed cover mentioning name of the work etc. The financial bid also to be placed in a separate sealed cover. Both the technical and financial bid may be enclosed within another cover and the same may be submitted by mentioning "Technical Bid", "Financial bid", Name of the project and shall be submitted to CIRCLE OFFICE, Premises & Estate Section, 524, Anna Salai, Teynampet, Chennai-600018 on or before 29.06.2021, 3.00 p.m. Tender received after the due date and time will not be accepted.
  5. **EMD:** The Earnest Money Deposit shall be in the form of crossed DD/PO drawn in favour of **CANARA BANK CIRCLE OFFICE CHENNAI payable at Chennai** and no other form is accepted. The EMD shall be kept in "**Envelope No.1 - Technical Bid**". The EMD of the contractors is liable for forfeiture as per the terms of the tender document in case of any default.
  6. The Bank will evaluate the technical bid strictly on the basis of pre-Qualification criteria,

---

technical soundness, previous experience, financial soundness etc and the decision of the Bank in this regard is the final and binding on the contractor. No correspondence from any contractor on short listing of the contractors shall be entertained by the Bank.

7. Time is the essence of the Contract and hence the work should be completed within the stipulated time. Conditional tenders will be summarily rejected.

8. If the dates mentioned above falls on any incidental holiday, then the next working day will be the date fixed in place of the date falling on incidental holiday.

9. Bank reserves the right to reject any prospective Tenders without assigning any reason and to restrict the list of eligible contractors in the Technical bid evaluation to any number deemed suitable if too many applications are received satisfying the basic requirement of pre-qualification criteria.

10) The work shall be executed in accordance with the drawings, explanation in BOQ and specifications. The rates quoted in the tender shall be **exclusive of GST** for finished works at site and shall include all charges for scaffolding, centering, de-watering, tools and plants, taxes, octroi and other taxes applicable and no extra amount will be paid separately towards tax. Bank will reimburse GST as applicable as per government guidelines if claimed separately in the Financial Bids subject to production of GST Registration Number.

11) The tenderers are advised to visit and inspect the site of the work before tendering and get themselves acquainted regarding availability of materials, labour, working space and other local conditions. The work shall be completed within **150 days** from the date of handing over of the site. No extension of time shall be granted without any valid reason.

(a) The tenderer shall keep the tender open for acceptance for atleast 3 months from the date of opening of the tender. Canara Bank reserves the right either to accept or reject any or all tenders received without assigning any reason whatsoever for the same. The tenderer will be duly informed for the result in Bank's website within 3 months from the date of opening of the technical bid. EMD received from unsuccessful bidders will be refunded without any interest.

(b) The tenderer whose bids are accepted and work order issued will be required to sign the agreement for due fulfillment of contract within 7 days of acceptance of work order as per the format enclosed.

(c) Successful tenderers are required to deposit 2% of the accepted value of the tender by way of Demand Draft favoring CANARA BANK CIRCLE OFFICE payable at Chennai or equal amount of Fixed Deposit less Earnest Money Deposit within 7 days of work order and will be refunded after issue of virtual completion certificate.

**B. The Tender document comprises of following:**

Those Contractors eligible as per pre-qualification criteria mentioned above only need to submit the tenders. They should submit the tender in two - bid system as follows:

(i) **Envelope No.1 - Technical Bid:** The Contractors should give details of their technical soundness in carrying out similar type of work (in Nationalized Banks/ Private Banks /MNCs) along with the certified copies of work completion certificates/work orders etc and other details as mentioned in the Technical bid. The EMD should be kept in this envelope. The Tender Terms and Conditions should be signed and kept in this cover. This wax sealed envelope should be superscribed as "**Envelope No.1 - Technical Bid**". Full name and address

---

of the Contractor, Name of the work should also be mentioned on envelope and should be addressed to “The Divisional Manager, CANARA BANK, CIRCLE OFFICE, Premises & Estate Section, 524, Anna Salai, Teynampet, Chennai-600018”.

(ii) **Envelope No.2 - Price Bid:** The Contractors should submit their Financial Bid (BOQ of the Tender Document) in this cover. The rate for each and every item should be quoted both in works and figures. All the pages of BOQ (Bill of Quantities) should be signed and sealed. This envelope should be superscribed as “Envelope No. 2 - Price Bid”. Full name and address of the Contractor should be mentioned in envelope and should be addressed to “The Divisional Manager, CANARA BANK, CIRCLE OFFICE, Premises & Estate Section, 524, Anna Salai, Teynampet, Chennai-600018”.

(iii) Both the envelope No.1 and 2 should be kept in another separate cover superscribing the name of work. Full name and address of the Contractor on envelope and should be addressed to “The Divisional Manager, CANARA BANK, CIRCLE OFFICE, Premises & Estate Section, 524, Anna Salai, Teynampet, Chennai-600018”.

The contractors should submit the tenders at the following address superscribing the name of work and due date for submission on or before due date specified above.

**The Divisional Manager,  
Circle Office,  
Premises & Estate Section,  
524, Anna Salai, Teynampet,  
Chennai-600018**

Offer submitted without EMD and tender cost will be summarily rejected without assigning any reason. Bids received late will also be summarily rejected.

1. Contractors should get clarified all the technical doubts and other Points related to the tender before submitting the Technical bid and Price bid and no deviation is allowed after freezing of the Technical specifications, terms and conditions.

2. CANARA BANK reserves the right to reject any or all the tenders or to accept in part without assigning any reason thereof and the decision in the matter will be final and binding on all the parties.

3. CANARA BANK will also reserve the right to split the order and Place the Order/s on ‘one or more’ number of parties at its discretion.

4. Any party or its associated company if had been in the Black-listed by any Central / State Government agencies or any Central / State PSU company and such name appears in the list of the above mentioned central / state Government agencies or central / state PSU as on date is disqualified and would not be considered. A self certified copy to this effect, to be attached to the Technical bid that the vendor is not black listed by above mentioned Agencies. An affidavit to be issued to this effect, in the event of award of work order.

5. **INTEGRITY PACT:** The Integrity Pact format is enclosed as **Annexure-IX**. The same to be duly filled in a non judicial stamp paper of Rs 200/- and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:

1. Sri Rakesh Jain ,IA & AS (Retd) [rakeshjain18@hotmail.com](mailto:rakeshjain18@hotmail.com)

2. Sri D R S Chaudary, IAS (Retd) [dilip.chaudhary@gmail.com](mailto:dilip.chaudhary@gmail.com)

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. Integrity pact shall be signed by the person who is authorized to sign the Bid.

**Tenderers not meeting all the above requirements will be rejected**

**1) Pre bid queries and clarification to Tender :**

- a) The Contractor should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required.
- b) The Contractor in all such cases may 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 hard copy of the pre bid queries can be sent to (with their e mail Id): The Divisional Manager, Premises & Estate Section, Canara Bank Circle Office, 524, Anna Salai, Teynampet, Chennai - 600 018 by the intending Contractor's before 5:00 PM on 16/06/2021. in the following format:

Sl No	Page No	Tender Clause No	Tender Clause	Query

- c) The soft copy of the pre-bid queries can also be sent by E-Mail to [pecoch@canarabank.com](mailto:pecoch@canarabank.com). No other oral or written individual consultation shall be entertained. No queries will be entertained from the contractor after the 5.00PM ON 16/06/2021.
- d) Queries shall be clarified before 21/06/2021.

**2. OTHER DETAILS:**

CANARA BANK reserves the right to take any appropriate action as deemed fit based on the findings of such evaluations. CANARA BANK'S decision in this regard would be final and binding. Photocopies of all certificates, credentials & wherever any data / details given are to be enclosed. Original document should be produced as and when asked and failure to produce Original document at specified date, time and place would mean rejection of tender. Technical Bid shall be opened in presence of the attending Tenderers at the venue as per notice inviting tender.

CANARA BANK reserves the right to accept or reject any or all tenders and at any stage of the tender evaluation process at the company's sole discretion and without assigning any reason thereof.

**ESTIMATED QUANTITY:** Quantities mentioned in the BOQ/Price bid are indicative only (subject to variance as applicable.) However, it is distinctly understood that CANARA BANK shall not guarantee any minimum quantity / value during the duration of the contract and the tenderer will not be entitled to demand any charges whatsoever or any other loss or damage of whatsoever nature from CANARA BANK for non-utilization of the said Plant / facilities/work called for wholly or in part.

**QUALITY:** Quality of work shall be as specified in the Technical specifications and BOQ (Bill of Quantities).

Date:

Place:

Seal and Signature of Contractor



## FORM FOR PREQUALIFICATION OF CONTRACTORS

I/ \_\_\_\_\_ We \_\_\_\_\_ (Name \_\_\_\_\_ of \_\_\_\_\_ the Contractor/Firm/\_\_\_\_\_ give the following details for your consideration:

Sl no	Particulars	Details
1	(1)Name of the firm	
	(2)Whether Proprietor/Partnership /Private LTD Co/Public LTD Co	
2	Address (Main Office)	
	Address of Office (Local i.e. ----- -----)	
3	Telephone Number Office	
	Residence	
	Fax	
	Email	
	Name of Authorised Signature/ Power of Attorney holder	
4	Month and year in which the firm was established.	
5	Particulars of old firm (if present firm is new) if main partners were working as construction contractors in some other name in the past (The partnership deed of old firm is to be enclosed)	
6	Particulars of sister construction firms (if any)	
7 (i)	What is the constitution of the firm viz Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc	
ii)	Enclosed copy of partnership deed, articles of association, or affidavit, in case of sole proprietorship.	
8	Fill in Annexure -I giving details of enrolment with CANARA BANK in the past and with other organizations	
9	Has the applicant or his partners or directors been black listed in the past by any Central/ State or Governmental organizations	

10 i)	Annual turnover for the last three years (enclosed documentary evidence or proof to support figures)	Year	₹ in lakhs
		2018-2019-₹	
		2019-2020-₹	
		2020-2021-₹	
ii)	What evidence or proof is enclosed to support the amounts of yearly turnover		
iii)	Details of submission of income tax returns	S.No	
		1)	
		2)	
		3)	Year
11.i)	Name and complete postal address of bankers	a)	
		b)	
		c)	
ii)	Enclose Latest solvency certificate indicating amount as per Performa-I		
12	Particulars of movable properties along with Banker's reference		
i)	Value of tools & plants	₹	
	Other Assets	₹	
	Total	₹	
ii)	Whose reference is enclosed		
13	Fill in and enclose list of tools & plants as per Annexure-II enclosed		
14	Fill in enclosed Performa giving full particulars about major works completed during the past three years Annexure III		
	Note: List of only those works which were similar in nature and carried out by the firm requesting for enrolment is to be given in Annexure-IV		
15.i)	Enclose certificate regarding performance of the contractor from the owner / companies / departments-Proforma-II.		

16	Annexure V Work in progress	
i)	Full details of major work for which bid documents are already submitted in Annexure -VI	
ii)	Copies of work orders for such large works enclosed	
17	Full information regarding permanent -technical staff employed given in Annexure-VII	
18.	i) Please state the mode of carry out works of water supply, sanitary and plumbing installations i.e. either yourself or by sub contractor	
	ii) If afore mentioned work is done by sub letting, please specify the experience of the sub contractor and state whether the sub contractor/yourself hold the license for the said work.	
19	Whether check list submitted as per Annexure-V	
20	Any other information the applicant might like to give	

Place

Seal & Signature of Contractor

Date:

---

## DECLARATION

I /We certify that the particulars furnished in the P.Q. Documents are correct and that should it be found that I /We have given a false certificate or that if I/We fail to notify the fact of my /our subsequent amalgamation with another contractor or firm, CANARA BANK may remove my /our name from the list of contractors and any contractor that / We may be holding at the time may be rescinded.

I/we hereby certify that I/we have read the contents of this tender as available in the Banks Official Website [www.canarabank.com](http://www.canarabank.com) and has understood the same clearly. I/ we are agreeable for abiding by all the terms and conditions mentioned in the tender.

PLACE:

DATE:

SEAL & SIGNATURE OF CONTRACTOR

---

## ANNEXURE-I - EMPANELMENT OF THE ORGANIZATION

Empanelment of the organization in other Banks and Financial Institutions.

Sl No	Name of the Organization with Address where applicant is empanelled as Contractor/Supplier	Class / Category of Empanelment	Validity of Empanelment
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Place:

Date:

Seal and Signature of Contractor.

---

**PERFORMA-I**

**Proforma for submission of Credit Facility / Solvency Certificate from a nationalized bank other than CANARA BANK**

This is to certify that M/s\_\_\_\_\_ is a reputed company with a good financial standing. The firm / company are enjoying a fund based credit facility of ₹\_\_\_\_\_ to meet its working capital requirements.

**SD: NAME & ADDRESS OF BANK**

---

**ANNEXURE - II - LIST OF TOOLS AND PLANTS**

SL No	Name of the Equipment	Purchased during

**Place:**

**Date:**

**Seal and Signature of Contractor**

## ANNEXURE -III LIST OF MAJOR WORKS COMPLETED DURING LAST THREE YEARS

Sl.No	Name and complete postal Address of			Order			Value of Works as Per final Bill ` In Lakhs	Commencement of work month & year	Completion of work Month & year	Penalty Levied For Delay Of Completion ,if any
	<u>Cc</u>	Place of work & Nature of work	Owner	Authority Under Whom Work was Carried out	Ref. No & Date	Contract Amount (₹ in Lakhs)				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

**Note:** To enable us to process your application quickly, please ensure that Complete Postal Address including Pin Code and Telephone Numbers /Fax Numbers / E-mail Address are furnished under Column No's:2 3 & 4 above

SIGNATURE OF CONTRACTOR



---

## ANNEXURE -IV - DETAILS OF MAJOR SIMILAR TYPE OF WORKS EXECUTED

It is certified that the total value of Major similar type of works executed and payments received by us in last 3 (three) years are as under

Year to Year	Name of the work	Work Executed	Payment Received (₹ in Lakhs)
2018-19	a)		
	b)		
	c)		
2019-20	a)		
	b)		
	c)		
2020-21	a)		
	b)		
	c)		

**Date:**

**SIGNATURE AND SEAL OF THE BIDDER**

---

## PERFORMA -II - PAST CONTRACTUAL PERFORMANCE

### Performa for submission of Past Contractual Performance

(Affidavit on non-judicial stamp paper of ₹ 50/-duly attested by Notary / Magistrate)

This is to certify that I/We M/s \_\_\_\_\_ in submission of these offers have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc. Our business has never been banned by any Central /State Govt department /Public Sector Undertaking or Enterprises of Central /State Govt /CANARA BANK. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.

The information and documents submitted with the tender by me/us are correct and I/We am/are fully responsible for the correctness of the information and documents submitted by me/us.

**SIGNATURE AND SEAL OF THE BIDDER**

---

## ANNEXURE -V - INFORMATION ON THE WORKS WHICH ARE IN PROGRESS

Description of works	Place & State	Contract No & Date	Name Address Employer Department	Value of Contract ₹ In Lakhs	Stipulated Period of Completion	Value of remaining to be completed (₹in Lakhs)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

**SIGNATURE AND SEAL OF THE BIDDER**

---

## ANNEXURE-VI - WORKS FOR WHICH BIDS ALREADY SUBMITTED

Description of works	Place & State	Name Address Employer Dept.	Estimated Value of Works (₹ in Lakhs)	Stipulated Period Of Completion	Status of the bid lowest/ Accepted /under Consideration /yet to be Opened	Date when Decision is expected	Remarks if any

**SIGNATURE AND SEAL OF THE BIDDER**

---

**ANNEXURE- VII - KEY PERSONNEL PERMANENTLY EMPLOYED IN THE ORGANISATION**

Sl No	Name	Designation	Qualification	Experience	Year with the Firm	Any other

**WORK FORCE**

Permanently employed	No of staff	Any other	Years with the Firm

Place:  
Date:

**Seal and Signature of Contractor**

---

## GENERAL INFORMATION / CONDITION ABOUT PROPOSED CONTRACT:

### 1) Introduction regarding project:

The proposed works are structural repairs and face lifting of circle office building Chennai.

### 2) Escalation clause:

There will be no escalation clause in the contract i.e. nothing extra shall be paid to contractor on a/c of any increase in the rate of labour / materials etc. during renovation & repair work period.

### 3) Warranty Period (period shall start from the day of completion of the project) Contractor shall have to provide warranty

- a) Against civil works for 12 months

### 4) Registration in various departments:

Contractor will be responsible to provide registration certificate of getting registered with ---- Tax & labour department, GST and other departments required to work in Chennai.

- 5) Site Office/Meeting Hall - Site office shall be made by the contractor at his own cost.

### 6) Water and Electricity:

For subject work, water & electricity will be provided by Bank.

### 7) Safety measures:

Contractor will provide helmets / safety belts to all the CANARA BANK /supervisory staff and labour etc. on his own cost. Contractor will be solely responsible for any kind of mis-happening in the site.

### 8) Quality:

Quality of material being used in interior, civil & electrical work / workmanship of work shall be checked by CANARA BANK & architect in accordance with Quality Control manual & CPWD Specifications/specification of the work. Quality of materials will also be getting checked through recognized institutions /Testing laboratories for which cost of testing shall be borne by the contractor. Results of tests of materials / Inspection report of Quality Control official etc, shall be binding upon the contractors.

### 9) Penalty for delay in completion of work:

That for any delay in work beyond stipulated time (5 months) penalty of ₹1.0% of the accepted value of tender or final bill amount whichever is higher only per week subject to a maximum of 10% , but not exceeding the total Security Deposit of the contract shall be levied /imposed on the contractor & as per IBA guidelines of Banks.

---

**10) Defect Liability period of maintenance:**

Contractor shall review defect if any, and keep the work in a thoroughly sound substantial, efficient and perfect condition during the defect liability period (maintenance period of 12 months from the date of actual completion of work at its own cost and to the satisfaction of CANARA BANK, subject to warranty clause No 3

**11) Compensation Liability for contract labour:**

Contractor shall only be responsible for the compliance of all the requirements of contract labour regulation and abolition Act, 1970 and all statutory requirements like work man compensation, third party insurance etc.

**12) Inspection by CTE & its liability:**

Since the work is likely to be inspected by Chief Technical Examiner (C T E) from Central Vigilance Commission, contractor shall be responsible fully for the observation made by CTE, removal of defects and penalties etc.and rectify the defects if found any to the satisfaction of CTE without any extra cost immediately.

**13) Slow progress:**

In case of contractor lagging behind the schedule of progress, CANARA BANK shall be free to make up progress at the cost and risk of contractor.

**14) Handing over:**

Contractor shall be responsible for handling over the CO building to CANARA BANK after completion of the work along with as built completion drawings.

I agree with all the conditions mentioned above.

**DATE:**

**SEAL & SIGNATURE OF CONTRACTOR**

---

## INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

*NOTE: Tenderers are requested to note that non-compliance of the following instructions is liable to render their tenders non bonafide*

1.1. Address to which tender is to be submitted:

**The Divisional Manager  
CIRCLE OFFICE ,  
Premises & Estate Section,  
524, Anna Salai,  
Teynampet, Chennai-600018**

1.2. Schedules to be filled up

- a) The "Rate" Column wherever applicable to be legibly filled in ink in both figures and words. If *any* discrepancy in the rates quoted in the figures and words is found, the rate in words shall be accepted.
- b) The "Amount" Column also to be legibly filled in ink in figures.
- c) All corrections to be initialed.

1.3. Signature and seal of the contractor:

The tender shall be signed and dated at all places provided therein. Also all pages, drawings and corrections/alterations shall be initialed. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has necessary authority on behalf of the firm to enter into proposed contract.

1.4. Conditional Offer

Any tenderer who proposes alterations to any of the conditions/specifications laid down in the tender documents or proposes any new conditions whatsoever is liable to be rejected.

1.5. Mode of Submission

Tenders must be submitted at the place and time mentioned in the notice invitation of tender and Bank will not be responsible for delay in submission of the tender if the same is sent by post or by person. The words "Tender documents - Not to be opened before tender opening session" to be written in English

1.6. Postal Delay

In view of the postal and other delays the tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders or be sent by a special messenger. Tender received late will not be considered for acceptance.

1.7. Drawings to be returned

Drawings given along with the tender document must be returned along with the tender duly stamped and signed.

1.8. CPM Chart

A proposed CPM chart for the work schedule considering the date of starting and date of completion as required by The CANARA BANK, CIRCLE OFFICE, Chennai should be submitted along with the tender and detailed chart shall be submitted within 7 days of



---

communication of acceptance of tender in the MS PROJECT/ PRIMAVERA software's with detailed descriptions.

1.9. Validity of tenders:

Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 days from the last date fixed for the receipt of tenders.

1.10. Escalation of rates:

Under any circumstances, escalation of rates will not be allowed in the contract.

1.11. GST Registration:

The Contractors are advised to get themselves registered under the compounding scheme of Chennai GST on works contract and produce the registration certificate compulsorily.

1.12. Declaration by the contractor:

The Contractor has to sign a declaration to the effect

1.12.1. Of understanding of codes and standards as applicable to the contract

1.12.2. Of knowledge of CPWD / PWD standard Specifications and submit it along with the tender.

1.13. Check List:

Tenderers are requested to check the completeness of the following enclosures along with the tender before they submit the Tenders.

1.13.1. A bar Chart showing the broad schedule of the project with completion dates

1.13.2. Financial bid

The sealed financial bid envelope should contain:

- a. Tender form filled up, complete in all respects
- b. Signature and stamp of the tenderer on all relevant documents
- c. All pages of the tender initialed by the tenderer
- d. Drawings issued, duly signed by the Tenderer
- e. Bill of quantities with rates filled up by the tenderer both in words and figures and signed by the tenderer, sum up the amounts and write down the TOTAL at the space provided both in words and figures.

**Note: All the rates quoted should be exclusive of GST.**

---

## ARTICLES OF AGREEMENT

This article of agreement made this on day \_\_\_\_\_ between CANARA BANK, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Head Office at Bangalore and -----  
----- (herein after referred to as Owner/Employer', which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns), shall be the party of the First part.

And----- (hereinafter called the "Contractor" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns of the other part).

WHEREAS Owner/Employer had floated one Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ and requesting prospective Contractor to submit their proposal for the project of -----.

WHEREAS In response to the said RFP, Contractor has submitted its Bid Proposal dated \_\_\_\_\_ to the inter alia for \_\_\_\_\_ including provision of various other Services as described under the RFP and after evaluation of the proposal, Contractor has been chosen to provide the services.

WHEREAS CANARA BANK has issued a Purchase Order (PO) having reference PO \_\_\_\_\_ dated \_\_\_\_\_ detailing CANARA BANK's order commitment to the Contractor for providing services.

WHEREAS the contractor has agreed with the owner for construction of the above mentioned work in schedule hereto annexed and in conformity given by the owner, and decided to enter into the present agreement detailing the terms and conditions governing the provisions of services.

It is mutually agreed as follows: -

1. The rates quoted by the contractor for the various items shall be inclusive of the tools, tackles and planks required for the proper execution of work and shall be inclusive of materials, labours, scaffolding all other incidental charges and separate claim for these will not be entertained under any circumstances. Bank will reimburse **GST** at applicable rate as per Govt. Guidelines if claimed only in the Financial bid of the Tender Documents subject to production of GST Registration Number.
2. The quantities shown in the schedule are only approximate and are subject to variation and the contractor is bound to carryout additional quantities if found necessary at his quoted rates.
3. The contractor agrees to complete the work within a period of 5 months (Five months) from the date of signing this agreement / the date of entrustment of work whichever is earlier. The contractor should start the work within Seven days from the day of signing this agreement/date of receipt of work order from the Bank whichever is earlier.

---

4. The contractor agrees to carry out the work as per the drawings, specifications and details given in the schedule of work and as per the specifications and directions of Architect and Bank Officials, strictly following the Indian Standard specifications and other specifications as will be agreed upon by them with Architects and Engineers.

5. Defects, if any, noticed within 1 year (12 months) from the date of completion of work to be rectified by the contractor at his cost. In case failure to attend/ the rectification work within reasonable period say fifteen days, defects will be got rectified/ attended by the Bank/employer at the risk and cost of the contractor. And the contractor should provide warranty for the following works for the period mentioned against the works below.

All other civil works -- 1 year.

This warranty period will come into effect from the last date of Defect Liability Period.

6. The Total security deposit on the contract is calculated as under

- a. 5% on the first ₹1,00,000/- of the cost of work
- b. 5% on the next ₹1,00,000/- of the cost of work
- c. 3% on the next amount upto the total cost of work.

This Total security deposit comprise of the following

- a. Earnest Money Deposit
- b. Initial Security Deposit
- c. Retention Money

7. The owner/Bank will deduct retention money from each bill at 3% of the bill amount from each interim bill till total amount equals to total security deposit. This retention money will be refunded after the defect liability period of one year as detailed below:

1. The retention money (i.e. deduction from interim bill) shall be 3% of the gross value of each interim bill.
2. The maximum amount of retention money shall be the balance amount of the Total security deposit.
3. 50% of the retention amount will be refunded to the contractor on completion of the work, subject to the following:-
  - a. Issue of virtual completion certificate by the Architect/Premises Department.
  - b. Contractor removed all his material, equipment, labour force, temporary sheds/stores etc. form the site. (Excepting for a small presence required if any for the defect liability period and approved by the Bank).
4. The remaining 50% of the amount may be refunded 14 days after the end of defect liability period provided he has satisfactorily carried out all the works and attend to all defects in accordance with the conditions of the contract, including site clearance.

The retention amount can be kept with the Bank in the form of a fixed deposit pledged to the Bank or Bank Guarantee.

---

8. The amount of initial security deposit shall be 3% of the accepted value of the tender including the Earnest Money Deposit. The Initial Security Deposit is to be paid by the contractor to the Bank within 14 (fourteen) days of intimation to him of the acceptance of this tender. Bank Guarantee of like amount from any scheduled Bank other than CANARA BANK will be accepted in lieu of Cash Deposit.

The Initial Security Deposit if requested by the contractor may be invested by the Bank in fixed deposit account with the Bank for the duration of the contract period and refunded to the contractor, along with accrued interest, after the issue of the certificate of virtual completion of work.

9. The contractor shall engage qualified Engineer for quality control and supervision and execution of work.

10. If it appears to the owner or his architects that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior descriptions the contractor shall on demand, forthwith rectify, remove or reconstruct the same in whole or in part as the case may be, at his own cost. In the event of his refusal to do so within 7 days (seven) period the owner/employer/architects shall carryout the rectification work and/or remove the inferior quality materials from site, at the cost and expense of the contractor.

11. The Contractor should make at his own cost the arrangements to provide at the work site the required quantity of water and power for execution of work.

12. The Owner/Employer agrees to settle the part bills for work submitted by the contractors within 30 days of receipt of respective bill subject to a maximum one bill each month of minimum of Rs.20 lakhs. The Contractor is required to submit the bill with detailed measurement and bill as per format given by Bank/Architect.

13. The owner/employer shall permit contractor for putting up temporary sheds and other provisions at the work site as are required for executing the work. The cost of which should be met by the contractor. In no case labour camp shall be allowed at site.

14. The work shall be completed by the contractor within specified time schedule. Employer may agrees to grant extension of time if there is delay on the part of employer under below mentioned circumstances:

- a. Delay in handling over to the contractors, the drawings, specifications and other working details required at different stages.
- b. Due to objection by the neighbouring plot owner the work could not be commenced / stopped.
- c. Due to bad law and order situation in the area of works.

15. The contractor will be responsible for all kinds of payments to workmen under workmen compensation Act and other laws applicable as per Rules and Regulations which are

---

enforced from time to time and for the safety of the public and also labour employed by him. He shall alone be liable to pay the necessary compensation under Compensation Act and Common Law and agrees to free the owner/employer from all such liabilities.

Further, contractor shall also ensure compliance of the following labour legislations:

- I. Minimum Wages Act 1948
- II. Employees Provident Fund
- III. Employees State Insurance Act 1948
- IV. Workmen's Compensation Act, if ESI Act does not apply
- V. Contractor shall obtain independent code number under State Employees Insurance Act 1948 and Employees Provident Fund.
- VI. Contractor shall ensure that compliance with provisions of contract labour (Regulation and Abolition) Act 1970 and other labour legislations is current and up to date at all times during the performance of the works specified in contract document/tender.
- VII. The contractor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time it shall be the responsibility of the Bank.
- VIII. The contractor shall indemnify the Bank in so far as liability incurred by the Bank on account of any default by the contractor.
- IX. Neither the contractor nor his workmen can be treated as employees of the Bank for any purposes. They are not entitled for any claim, right, preference etc. over any job/regular employment of the Bank.
- X. Insurance of men at work, third parties etc shall be arranged by the contractor at his cost.
- XI. Clearance of debris on daily basis, liaison with all statutory authorities/external agencies, handling complaints/grievances etc. shall be at the risk and responsibility of the contractor.

16. The owner/employer as well the contractor agree for referring any dispute arising out of this agreement, to mutually acceptable arbitrator for decision and agrees to accept and abide by the decision of such arbitrator. Such Arbitration shall be governed by the arbitration and Conciliation Act of 1996. All Arbitration proceedings shall be at Bengaluru only.

**17 T.D.S will be deducted from the bill as per Income Tax rule. GST will be reimbursed as per Govt. rule if claimed only in the Financial Bid subject to production of GST Regd. Number. Workers welfare cess, GST, Work contract Tax and other taxes, it will be the sole liability of the contractor.**

**18. Indemnity:** The Contractor shall indemnify, protect and save the bank, its employees, personnel against all claims, losses, costs, damages, expenses, actions, suits and other proceedings resulting from the acts of Contractors or Sub-Contractors, employees or any agents of the Contractor. The Contractor can keep the Bank, its successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or

---

proceedings, if any that may arise from whatsoever nature caused to the bank through the action of its employees, agents, Contractors, Sub-Contractors etc., further indemnity would also cover damages, loss or liabilities suffered by the Bank arising out of claims made by its occupants and or regulatory authorities. Should execute a bond as per **appendix-I**

#### 19. Special Conditions

- a. The owner/employer will have the right to stop the entire work or any item of work without assigning any reason at any state if it is required by reasons beyond their control. In case of stoppage of work, the work will be measured and paid at their quoted rates and the cost of balance materials, available at site will be paid as per the prevailing rates and the advance paid will be adjusted in this bill.
- b. For extra items such as touch ups, cleaning will be paid at mutually agreed rates arrived through rate analysis with PWD data allowing a profit of 10% including all overheads and taxes applicable or arrived from similar item of work available in the tender.
- c. The contractor should indemnify the owner/employer against loss or compensation due to accident or death occurred to any employee working for the project or public during execution of the work and take adequate insurance coverage for such possible losses/damages. produce to the owner.
- d. The contractor should clean the site on daily basis.
- e. The employer is not responsible, if theft occurs at site.
- f. Time is the essence of the contract and to be adhered to. The Contractor hereby agrees to pay a penalty of 1.00% of the accepted value of tender per week for delay in execution of the work due to the negligence or omission entirely on his part subject to a maximum of 10% or total security deposit(Initial Security Deposit plus retention money) stipulated in the tender.
- g. If the contractor fails to discharge his duties or neglect to perform the works agreed to be done under the agreement, Bank is entitled to terminate this agreement by giving notice of 30 (thirty) days to the contractor and the contractor shall not have any right to claim any damage/compensation from the Bank for the same. Further, the employer may get the pending works done by some other agency at the risk and cost of the contractor and recover the amount from future amount payable to the contractor.
- h. The contractor shall not assign/delegate/transfer any of their rights and/or obligation/s under this agreement in any third person/s, concern/s, firm/s, company/ies.
- i. All notices require to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by the registered post A.D./hand delivery with acknowledgement to  
The Bank at the office of The Divisional Manager, CANARA BANK, CIRCLE OFFICE, Premises & Estate Section, 524, Anna Salai, Teynampet, Chennai-600018  
The contract at:
- j. The agreement shall be construed and interpreted in accordance with laws of India. The courts at Chennai alone to the exclusion of all other courts elsewhere in India shall have jurisdiction to try any dispute arising out of this agreement.
- k. The original of this agreement shall be with the Bank and the signed duplicate or Xerox copy of the agreement shall be handed over to the contractor.

l. The terms of the purchase order and the RFP shall form a part of this agreement and in case of any difference, discrepancy, interpretation observed between the terms of this Agreement and Purchase/Work Order, the terms of Purchase/Work Order shall prevail, override and hold good and binding on the Bank and Contractor.

**20. Force Majeure**

The parties shall not be liable for default or non-Performance of the obligations under the contract, if such default or non-performance of the obligations under this contract caused by any reason or circumstances or occurrences beyond the control of the parties i.e., Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrection, riots, earthquake and fire events not foreseeable but does not include any fault or negligence or carelessness on the part of the Contractor resulting in such a situation.

In the event of any such intervening Force Majeure, the Contractor shall notify the bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the bank, the Contractor shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

In such a case the time for performance shall be extended by a period(s) not less than the duration of the delay continues beyond the period of three months, the Bank and the Contractor shall hold in consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the Contractor.

**21. Waiver:**

The failure on the part of one party to exercise or enforce any rights resulting from this agreement shall not be a waiver of any such right nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement thereof.

In witness there of the parties hereto have here unto set their hands the day year first above written.

Signed and delivered by CANARA BANK, CIRCLE OFFICE, -----  
----- by the hands of  
----- and constituted attorney in the presence of  
CHIEF MANAGER

Witness : 1)

2)

Signed & delivered by the hands of Sri ..... of M/s..... in the presence of

Signature of Contractor

Witness : 1)

2)

---

## SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL:

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

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

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

### 2. ORDER OF EXECUTION OF DIFFERENT ITEMS OF WORK:

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

### 3. DISCREPANCIES IN DOCUMENTS:

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

- ❖ In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
  - Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
  - Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
  
- ❖ In case of discrepancy between the Bill of quantities, the specifications and /or the drawings, the following order of preference will be observed.
  - Description in Bill of quantities.
  - Drawings.
  - Indian Standard Specifications of B.I.S.
  - CPWD specifications
  
- ❖ In case of difference between the rates written in figures and the rate in words , rate written in words shall prevail.
  
- ❖ In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration, decision shall be considered as authentic.

### 4. DEDUCTIONS AT SOURCE FOR Income tax, VAT (works contract), GST and other applicable Statutory deductions:



---

Appropriate deduction as per relevant Income Tax, GST&VAT (works contract tax) Rules applicable at the time of payment shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted by the Employer to the respective central/ state government authorities on behalf of the Contractor as per Rules.

**5. USEFUL DISMANTLED MATERIALS:**

Before dismantling any item prior permission of the Architect/ Employer shall be obtained and seek instructions for measurement, storage of the materials which shall become the property of the Bank unless otherwise stated in these documents / Bill of quantities.

**6. NO OVER LOADING OF SLABS:**

Floors of buildings shall not be over loaded by stacks or materials during execution of the works without the prior approval of the Bank.

**7. APPROVED MAKE OF MATERIALS**

The make of the material to be used in the works shall be as per list of approved makes detailed in **Appendix/annexure no.** and as per sample got approved from the Bank. A set of specimen samples of all approved materials shall be kept at site or any designated branch of the Bank. The cost of which shall be borne by the Contractor.

All other materials to be used in the works but not covered above but specified in the Bill of quantities (SOQ) including items beyond SOQ shall also be of best of its kind and shall conform to latest Indian Standard Specifications.

**8. CORDINATION OF WORKS**

Work involves execution in functioning branch of a Bank; it is intended to undertake works with minimum disturbance to the occupants& customers. Hence the execution needs to be carried out meticulously with proper co-ordination and planning. Further the work needs to be carried out with co-ordination with other agencies/ peer contractors.

Signature of the Tenderer/Contractor  
With name and address

---

## GENERAL CONDITIONS OF CONTRACT

### 1.14. DEFINITIONS

#### 1.14.1. Contract document

The term Contract Document means the Notice Inviting Tender, Tender form, Instructions to Tenders, Safety Code, Conditions of Contract, Specifications, Priced Schedules and Drawings, Articles of Appendices.

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

#### 1.14.2. Contract

- a) The term “Contract” means the written agreement between the Contractor, the Contract Documents, all agenda issued by The CANARA BANK, Chennai Circle and all letters exchanges between The CANARA BANK, Chennai Circle and the Contractor before the agreement, Specifications and Drawing, modifications and amendments there to which the Architect may furnish during the progress of the work. This contract shall be governed by the Indian laws for the time being in force.
- b) This contract Shall mean the entire document comprising the Tender Notice, preface to tender, General Instruction to Tenderer, letter from contractor, Articles of Agreement, conditions on Contract, special applications, special conditions of contract, safety code, contractors liability and insurance summary, Appendices, Specifications, Designs & other detailed drawings for the work, addenda, instructions issued by The CANARA BANK, CIRCLE OFFICE, Chennai/Architect and all other documents for full execution of the contract.

#### 1.14.3. Contract Sum

The term “Contract Sum” means the total amount quoted by the Contractor as the sum of the products of the rates of each item with the respective quantity for executing this contract

#### 1.14.4. Site

The term “Site” means the land and/or the land and/or other places on, under, in or through which the work is to be executed under the Contract, or used for the purpose of this Contract. In this case, **Canara Bank Circle Office, No. 524, Anna Salai, Teynampet, Chennai-600018**

#### 1.14.5. Property ownership and possession

The assets being created under this contract as stipulated in the schedules will be the “Property” solely belonging to “The CANARA BANK, CIRCLE OFFICE, Chennai”. The ownership of the site and property will solely vest with The CANARA BANK, CIRCLE OFFICE, Chennai through out the performance of this contract from the beginning unto its completion or determination or termination or cancellation and beyond. The use of site or the assets under construction or part thereof by the contractor is purely to facilitate his performance under this contract and does not confer on him the right of possession or tenancy.

#### 1.14.6. Work

The term “Work” means the work, which is undertaken by the Contractor pursuant to the Contract. Work includes, unless specifically excluded, the supply and provision of materials, labour, equipment, supplies, plant, tools scaffoldings,

---

transportation, superintendence, temporary construction of every nature, taxes, work contract tax, excise, Octroi, insurance, and all other services and facilities necessary for the full performance and completion of the requirements of the Contract.

1.14.7. The works

“The Works” means the works in the respects of which the tender by the Contractor has been accepted and which are set out in the conditions of contract, specifications, different schedules and drawings including all additions, substitutions and variations ordered by the Architect.

1.14.8. IS

Standards reference is made to “IS”. It shall mean the relevant IS code on the subject with latest edition as amended till date of submission of tender and completion of the contract as issued by the Bureau of Indian Standards.

1.14.9. Sub contractor

The term “Sub-Contractor”, includes those who have entered into a direct contract with the Contractor and but does not include those who merely furnish materials not so worked.

1.14.10. Day

The term “Day” shall mean calendar days irrespective of the number of working hours in that day.

1.14.11. Working Day

“Working Day” means any day from Monday to Saturday (both days inclusive) excluding all Public holidays as notified-by the Central/State Government.

1.14.12. Normal Working hours

Normal working hours shall mean eight (8) hours per working day. Specific timing would vary depending upon the season.

1.14.13. Project

The term “Project” means the face lifting of circle office building elevation civil construction/ repair works, of which the work performed under the contract may be the whole or a part as directed by The CANARA BANK, Circle Office

3.1.13.b. Week

The term “Week” means seven days without any regard to the working days in that week.

1.14.14. Notice in writing/ Written Notice

The term “Notice in Writing” or “Written Notice” means a notice in hand written, typed or printed characters sent by registered post (unless delivered personally or proved to have been received) to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.14.15. Virtual completion

The term “Virtual Completion” means that the “Works” have been completed in every respect in conformity with the contract document and are ready and fit for occupation in the opinion of The CANARA BANK, Circle Office. Virtual Completion certificate shall be issued as defined in clause 1.50 below.

1.14.16. Accepted Risks:

Shall mean risk due to riots (other than among Contractor’s employees) and civil commotion (in so far as these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, act of God, such as earthquake, lightning and unprecedented floods & other causes over which the Contractor has no control and accepted as such by the Owner or causes solely due to use or occupation by the Owner of the part of works in respect of which a

---

certificate of completion has been issued.

1.14.17. Temporary Works:

Shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

1.14.18. Urgent Works:

Shall mean any urgent measure, which in the opinion of the Architect/The CANARA BANK, CIRCLE OFFICE, Chennai becomes necessary during the progress of the works to obviate any risks of accident or failure or which become necessary for security.

1.14.19. Mandatory works and requirements:

The Contractor shall conform to the provisions of any act of the legislature relating to the works, various services and to the Regulation and Bye-laws of any authority, and of any water, lighting and other companies and/or Authorities with whose system the structure is proposed to be connected and shall bring to the notice of CANARA BANK and architects in writing, before making any variations from the drawings or specifications that may be necessitated, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. The Contractor shall bring to the attention of The CANARA BANK, CIRCLE OFFICE, Chennai through the Architect all notices required by the said acts, regulations or byelaws to be given to any Public Office. The contractor will pay all fees in respect of such works, services, permissions and he shall lodge the receipts with the Architect, and the amount shall be reimbursed by The CANARA BANK, Chennai CO.

1.14.20. Act of insolvency:

The term "Act of Insolvency" means any act of insolvency as defined by the Presidency Towns, Insolvency Act or the Provincial Insolvency act or any amending Status.

1.14.21. Market rate and Item rate:

- a. The term "Market Rate" means the rate as decided by the Architect/ The CANARA BANK, Chennai CO on the basis of cost of materials at site inclusive of all taxes and cost of labour at the site where the work is to be executed plus 10% for the contractor's overheads and profit, calculated based on rate analysis.
- b. The term 'Item rate' shall mean the rate quoted in figures and words by the contractor against each item of work in the bill of quantities of the tender document.

1.14.22. Singular or plural:

Where the context so requires, words implying the singular only also includes the plural and vice versa. Words implying persons include persons and corporations. "Approved Equal" shall mean an alternative product/service approved by the Architect as equivalent to that specified in the contract documents.

1.14.23. The CANARA BANK, Chennai CO.and The Architect, Project Engineer, Contractor:

- i. The CANARA BANK, Chennai CO.means CANARA BANK Chennai CO.and shall include the Chief Manager, The CANARA BANK, Chennai CO. or any other Officials/Persons duly authorized by him /her, to represent The CANARA BANK, Chennai CO. empowered on his behalf to discharge all or any of its functions.
- ii. ARCHITECT: The term "Architect" means ----- and it includes its designated representatives and its successors and assigns.
- iii. PROJECT ENGINEER: The term Project Engineer(s) (or any other term) shall

---

mean the person(s) appointed by The CANARA BANK Chennai CO. as one of their authorized representative for acting under the orders of The CANARA BANK, Chennai CO. to supervise and be in-charge of the works for the purpose of this contract.

iv. CONTRACTOR: The term "Contractor" means M/s..... and includes all its legal representatives and its successors and assigns.

On acceptance of the tender the Contractor shall intimate the name of his accredited representative(s) who would be responsible for taking instructions from the Architect and or The CANARA BANK, Chennai CO. and for carrying out the work. The representative(s) shall be employed on site through out the duration of the work.

**1.14.24. PROVISIONAL ACCEPTANCE:**

The term 'provisional acceptance' means the acceptance or occupation of part or full of the completed or incomplete works by The CANARA BANK, Chennai CO. before The CANARA BANK, Chennai CO. certifies that all the contract conditions are verified to be fulfilled by the contractor.

**1.14.25. FINAL ACCEPTANCE:**

The term 'final acceptance' means the acceptance of the work completed in all respects and The CANARA BANK, Chennai CO. certifies that all conditions of contract are certified to be fulfilled by the contractor.

**1.15. CONTRACT DOCUMENTS:**

1.15.1. The Contractor shall be furnished with one certified true copy of the Contract Document at the beginning of the construction period.

1.15.2. Drawings necessary for the execution of the work will be issued to him during the progress of the work, free of charge. None of these documents and drawings shall be issued by the Contractor for any other work or project or any other purpose whatsoever other than of this contract and shall be returned to the Architect at request or at the completion of the contract.

1.15.3. Additional copies of the Drawings and other documents if required by the Contractor will be supplied on payment of actual cost decided by the Architect.

**1.16. SCOPE OF WORK:**

1.16.1. The scope of work under the contract covers execution of the -----  
-----

1.16.2. The CANARA BANK, Chennai CO. may in their absolute discretion issue further drawings and/or written instructions, details, detailed specifications, directions and explanation through the Architects. The Contractor shall forthwith comply with and duly execute all works as per such instructions, to the satisfaction of the Architect/The CANARA BANK, Chennai CO.

1.16.3. The CANARA BANK, Chennai CO/ the Architect reserves the right to fix the order in which the various items of work involved in this contract is to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

**1.17. PROVISIONAL OCCUPATION:**

1.17.1. Handing over of building to The CANARA BANK, Chennai CO.:

The CANARA BANK, Chennai CO. may take after the work is completed in all respects tested and certified by the Architect. The Contractor shall immediately

---

arrange to hand over the buildings to CANARA BANK, Chennai CO. along with as built completion plan and set of drawings showing various services, fittings, fixtures etc. as directed by the Architect. He will also prepare a detailed list of various fittings and fixtures (movable and immovable), which shall be then jointly checked along with owner's representative. Three copies of the list jointly checked and signed shall be handed over to the The CANARA BANK, Chennai CO. representative.

**1.17.2. OCCUPATION BY THE OWNER:**

The CANARA BANK, CIRCLE OFFICE, Chennai reserves the right to occupy the works by section as completed, as may be considered by CANARA BANK, - Chennai CO/Architect both practicable and reasonable and without hindrance to the Contractor's progress.

1.17.3. As desired by the CANARA BANK, Chennai CO the Contractor shall employ and maintain sufficient number of security personnel on duty at all times at the gate and elsewhere within the site to prevent trespass, pilferage and damage etc. The Contractor shall install and maintain night lighting of sufficient lighting all around stores, offices, machinery installation, stockyards etc. and the contractor shall maintain all the illumination in proper and workable order during the entire period of the contract. Nothing extra shall be paid to the Contractor on account of any of the above. On completion of the contract, the Contractor at his own cost shall remove from the site all the balance materials, not required by the CANARA BANK, Chennai CO and the temporary structures erected by him for executing the work. The contractor as and when required by the CANARA BANK, Chennai CO/ Architect shall remove from site all the materials rejected by the Architect/ The CANARA BANK, Chennai CO as unsuitable for use in work to be executed vide 'THIS CONTRACT'. Nothing shall become payable to the contractor on this account.

1.17.4. In case, the contractor fails to remove the defective works/materials from The site, Bank may do so at the risk and cost of contractor.

**1.18. FINAL ACCEPTANCE OF WORK**

The final acceptance of the works in this contract will be after the CANARA BANK, Chennai CO is fully satisfied of the performance of the works at the end of the performance guarantee period.

**1.19. WORK TO BE CARRIED OUT:**

1.19.1. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include materials, labour, equipment, supplies, plant, tools, scaffolding, transportation, supervision, temporary construction of every nature, taxes, works contract taxes, excise, Octroi, insurance, and all other services and facilities required in preparation of and in full and entire execution and completion of the works. The quoted rates shall deem to include all above. Bank will reimburse service tax as per Govt. guidelines.

1.19.2. The description given in the specifications or on the drawings shall unless otherwise stated be held to include wastage on materials including overlaps, carriage and cartage, hoisting, setting, fitting, cutting and fixing in position, curing and all other labour necessary in and for the full and

---

entire execution and completion as aforesaid in accordance with good practice and recognized principles.

1.19.3. The work in general shall be carried out as per description given in the schedule of work , Specifications and Drawings. For items not governed under Specifications, the work shall be done as per CPWD specifications, latest IS Codes of Practice and as per sound engineering practice as directed by the Architect.

1.19.4. Necessary structural or constructional provisions such as dowels, tie rods, spacers (metal, concrete, etc) chairs, metal studs, corbels, constructional joints, bolts, bolt holes, wire mesh, pipe openings, sleeves, ducting, cut-outs, and the like, forming holes, or any other similar features which although not specifically mentioned in the Bill of quantities or specifications or shown in the drawing, but which are obviously and fairly intended and are essential for completion of work thus making structure and services functional shall all be deemed to be included in the contract sum and provided by the Contractor without any extra cost. Any material incorporated in the works on account of the above shall not be measured for-payments. The same shall however be recorded for reconciliation of theoretical consumption.

Similarly adequate slopes will be provided in areas where there is a likelihood of ingress of water such as toilets, balconies, veranda, kitchen, terrace, top of *chajjas*, window sills, plinth protection etc. though these may not be expressly shown in drawings, without any extra cost. The Contractor is responsible and shall ensure that there are no leakages or seepage in roofs, ceilings, walls, and floors or in the water supply, electrical or sewage system.

#### 1.20. WORKMANSHIP:

The work involved calls for a high standard of workmanship combined with speed and use of quality materials as specified and approved. Any workmanship or materials not complying with the specific requirements of approved samples or which have been damaged, contaminated or deteriorated must be removed immediately from the site and replaced at the risk and cost of contractor.

##### 1.20.1. Quality Control:

- a. Quality Consciousness: The contractor should make himself aware of the quality standards set by the Architect/The CANARA BANK, Chennai CO and employ staff who have sufficient experience in handling high quality construction and who can team up with the Architect and The CANARA BANK, Chennai CO to bring out excellent results.
- b. Quality tests and expenses: The contractor should ensure quality of materials and workmanship by producing test reports by approved agencies as and when asked by the Architect/The CANARA BANK, Chennai CO for any part of the work. The cost of such tests shall be borne by the contractor.
- c. Quality Assurance: Any part of the work found defective with respect to the drawings or specifications in the opinion of the Architect/The CANARA BANK, Chennai CO shall be demolished/removed by the contractor at his cost and risk.
- d. Quality acceptance: The CANARA BANK, Chennai CO reserves the right to hold the payments of bills of any stage in part or full if the quality of work done at that stage is not acceptable by the Architect/The CANARA BANK, Chennai CO.

- 
- e. The contractor shall arrange for testing of major constructions materials such as cement, steel, pipes to be used in the project from a Govt. Engineering College time to time at their cost and submit such test reports/results to the Bank/Architects.

**1.21. SUFFICIENCY OF TENDER:**

1.21.1. 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 different Schedules. Tenderers rates shall be deemed to include for full completion of all works as described hereinafter and in accordance with good engineering practice and recognized principles. Details of construction, furnishing /repair works which are obviously and fairly intended and are essential for completion of work making the structures and services functional but which may not have been specifically shown on the drawings or mentioned in the document are deemed to have been included in the units rates quoted by the tenderer. The details of such work will be furnished during the execution of this work. Decision of the Architect/Bank engineer in such matters shall be final and binding.

1.21.2. During detailed layout there may be minor modifications in design for which no financial adjustment is admissible except for changes if any ordered in foundation to suit the requirement.

**1.21.3. ITEM RATE CONTRACTS BASED ON DRAWINGS AND SPECIFICATIONS**

The Contractor shall be deemed to have calculated his own details from Drawings and Specifications schedule of works before quoting rate for different items. Notwithstanding any error for inaccuracies in the rates quoted by the Contractor these rates shall be deemed to include for the full and entire completion of the items in accordance with the provisions of the contract and no adjustment shall be made on account of any errors in those rates.

**1.21.4. FIRM RATES AND AMOUNT**

The RATE quoted by the tenderer in the tender shall include all charges for scaffoldings, hire of tools, plants, centering material, water and electricity meter charges, temporary plumbing, height, leads and lifts, sheds for the material marking out and clearing the site watering charges, carriage and all other related items works required for the smooth and efficient execution of "THIS CONTRACT" and the rates quoted thus shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freight and any conditions whatsoever. The Tenderers must include in their rates GST (Central & Local), GST on Turn Over (GST on works contract) Excise Duty, Octroi and any other tax and duties or other levies still in existence of liable in future by the Central Government or the State Govt. Local Authority or any other Authorities. No claim in respect of GST (Central & Local) GST on Turn Over (GST on Works Contract), Excise Duty, Octroi or other taxes, duties or levies etc. shall be accepted by the Owner, if found later on to be additionally payable. The GST on Turn Over (GST on works contract) is deductible at source from the R/A bills of the Contractor as Income Tax is deductible at source. The amount deducted as per the GST Act will be deposited to the respective authorities on behalf of the Contractor.

CANARA BANK will pay GST at applicable rate as per Govt. guidelines.



---

## 1.22. SITE AND LOCAL CONDITIONS:

- 1.22.1. By executing the contract, the Contractor represents that he has visited the site of the proposed work, fully acquainted and familiarised himself with conditions as they exist Characteristics of soil and of the excavations and the character of the operations to be carried out under the proposed contract and made such investigations as may be seen fit so that he shall fully understand the facilities, physical conditions hindrances and restrictions attending the execution of the work under the Contract.
- 1.22.2. By submitting the tender, the Contractor also agrees that he has carefully examined the drawings, -specifications and- associated - documents and the form and nature of including means of access to the site, and that from his own investigation he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation he has fully understood the intent and purpose of the Contract Documents.
- 1.22.3. Any claims for additional compensation or extension of time because of Contractor's failure to follow the foregoing procedure and to familiarize himself with the Contract Documents and all conditions, which might affect the work, will not be allowed.

## 1.23. DISCREPANCIES:

- 1.23.1. The Contract Documents are complementary and are intended to include or imply all items required for the proper execution and completion of work. What is required by any one shall be as binding as if required by all. In the event there is a discrepancy between specifications and/or Drawings, the Instructions of the Architect shall be taken as final.
- 1.23.2. The several documents forming the Contract are to be taken as mutually explanatory of one another, working drawings in preference to any other drawing, detailed drawings being followed in preference of small scale drawings, figured dimension in preference to scaled dimensions and Special Conditions in preference to General Conditions. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Architect shall be the deciding authority with regard to the intention of the document.
- 1.23.3. Any error, in description, quantity or rate in different schedules or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to the drawings and specifications or from any of his obligations under the Contract. Details of construction which are obviously and fairly intended and are essential for completion of work making the structures and services functional but which may not have been specifically shown on the drawings or mentioned are deemed to have been included in the lump sum rates quoted by the tenderer.

## 1.24. ADJUSTMENT OF ERRORS:

If on check there are found to be differences between the rates given by the

---

Contractor in words and figures or in the amounts worked out by him in the different schedules and General Summary, the same shall be adjusted in accordance with the following rules:

- a. In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate quoted by the Contractor in words shall be taken as correct.
- b. In the event of an error occurring in the amount column as a result of wrong extension of the unit rates and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- c. All errors in totaling in the amount column and totals carried forward shall be corrected.
- d. The total of various schedules as amended shall be carried over the total General Summary and tendered sum amended accordingly. The tendered sum so altered, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer.

#### 1.25. FIELD DIMENSIONS:

1.25.1. Before ordering any materials or doing any work the Contractor shall verify the pertinent field dimensions for the project and shall be responsible for the correctness of the same.

1.25.2. No extra charge or compensation will be allowed on account of difference existing between actual dimensions and dimensions indicated on the Drawings. Any difference, which may be found, shall be submitted to the Architect for consideration before proceeding with the work.

#### 1.26. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

1.26.1. The Contractor shall supply, fix and maintain at his cost, during the execution of any work power, water and, all necessary centring, scaffolding staging planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day and all other matters or things, required not only for proper execution and protection of the said work but also for protection of the public and the safety of any adjacent buildings, walls, roads, services, drains and all other erections, matters or things.

1.26.2. The Contractor shall take down and remove any or all such above measures as work shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed or damaged during the execution of the work to the satisfaction of The CANARA BANK, CIRCLE OFFICE, Chennai/Architect.

#### 1.27. AUTHORITIES AND NOTICES:

1.27.1. The Contractor shall confirm to the provisions of any Acts of the Legislature relating to the works and shall comply with all applicable bye-laws, ordinances, rules, regulations and/or any water, lighting or other lawful orders of any public authority and those of other authorities having jurisdiction of the safety of persons or property, and to pay any fines or penalties imposed for violation thereof. No financial compensation on

---

above account shall be payable.

1.27.2. In particular, the Contractor shall be responsible to register themselves under the contract Labour (Regulations and Abolition) Act 1970 and Central Rule 1971 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to The CANARA BANK, CIRCLE OFFICE, Chennai as and when desired by The CANARA BANK, CIRCLE OFFICE, Chennai. He shall also indemnify the owner against any penalties/claims arising from any fault on their part including lapses in obtaining licenses, permits etc. The Contractor shall arrange to give all notices required by the said acts, Regulations and Byelaws to be given to any Authority or to any public office all fees chargeable in respect of the Work and lodge the proper receipts with the Architect.

1.27.3. It is agreed the contractor will comply with the following provisions of the labour laws and rules:

1.27.4. Payment of Wages Act

1.27.5. Employers Liability Act

1.27.6. Workmen Compensation Act

1.27.7. Contract Labour (Regulation & Abolition) Act 1970 and Central Rules 1971

1.27.8. Apprentice Act 1961

1.27.9. Any other Act or enactment relating thereto and rules framed there under from time to time.

1.27.10. The contractor shall indemnify Bank being principle employer the following:

1.27.11. The contractor holds a license under the act from the local labour Commissioner for appointment of contract labours.

1.27.12. Required Notice Board notifying the minimum wages paid, registers, records as provided in section 29 of the Act are maintained by the contractor.

1.27.13. Payments of proper wages as per the rule are effected within prescribed time limit by the contractor.

1.27.14. Prescribed facilities and amenities are provided by the contractor at site.

1.27.15. Proper efforts are made by the contractor to set right contraventions of the law as soon as the notice pointing out the same is received from Labour Enforcement Officer at the earliest with copies to the Bank.

#### **1.28. PATENT RIGHTS: CLAIMS AGAINST CONTRACTOR**

1.28.1. The Contractor shall fully indemnify The CANARA BANK, CIRCLE OFFICE, Chennai against any action claims or proceeding relating the infringement of use of any patent of design or any alleged patent or design rights and shall pay any royalty which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under and action brought against The CANARA BANK, CIRCLE OFFICE, Chennai in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall at his own expense, settle the dispute or to conduct any litigation that may arise there from.

---

1.28.2. Wherever any claim against the contractor for the payment of a sum of money raised out of or under the contract, The CANARA BANK, CIRCLE OFFICE, Chennai shall be entitled to recover such sum by appropriating in part or in whole, the security deposit of the Contractor. In the event of security being insufficient, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with The CANARA BANK, CIRCLE OFFICE, Chennai. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to The CANARA BANK, CIRCLE OFFICE, Chennai on demand the balance remaining due within 10 days.

#### **1.29. TECHNICAL AUDIT:**

1.29.1. The CANARA BANK, CIRCLE OFFICE, Chennai reserves the right to carry out post payment audit technical examination of the works and final bill, including all supporting vouchers, abstracts etc., The CANARA BANK, CIRCLE OFFICE, Chennai further reserves the right to carry-out the aforesaid examination and enforce recovery detected, notwithstanding the fact that the amount of final bill may have been included by one of the parties as an item of dispute before an Arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitrator's Award.

1.29.2. If, as a result of such audit and technical examination, over payment is discovered in respect of the work done under the contract, the Contractor shall on demand make a payment of a sum equal to the amount of over payment or agree for effecting necessary adjustments from any amounts due to him by The CANARA BANK, CIRCLE OFFICE, Chennai. If however, he refuses, or neglects to make the payment on demand or does not agree for effecting adjustment from any amount due to him The CANARA BANK, CIRCLE OFFICE, Chennai shall be entitled to take actions in 1.28.2 above. If as a result of such audit & technical examination an under payment is discovered, the amount of underpayment shall be duly paid to the Contractor by The CANARA BANK, CIRCLE OFFICE, Chennai.

1.29.3. Provided that, nothing hereinafter contained shall entitle The CANARA BANK, CIRCLE OFFICE, Chennai to recover any over-payment in respect of any price agreed between The CANARA BANK, CIRCLE OFFICE, Chennai and the Contractor under the circumstances specifically prescribed for such method of assessment and that the said right of The CANARA BANK, CIRCLE OFFICE, Chennai to adjust over-payment from any sum due, or from any sum which may become due to the Contractor or from security deposit and adjust over and under payment, shall not extend beyond a period of six months from the date of payment of the final bill or in the case of a minus bill, from the date, the net amount of the final bill is communicated to the contractor.

1.29.4. The works are likely to be inspected Chief Technical Examiner of Govt. of India, Central Vigilance Commission from time to time. The Contractor shall attend all such inspections and rectify the defects and implement suggestions as will be given by Chief Technical Examiner.

---

### 1.30. HINDRANCE REGISTER

A hindrance register shall be maintained at site of work showing the reasons for delay for execution of items of work effected and the date on which the delay occurred, the date on which the delay was cleared and full reason thereof by the Contractor's authorised representative. These entries shall be counter signed by the Architect, and request for extension of time shall only thereafter be made to The CANARA BANK, CIRCLE OFFICE, Chennai at his own expenses.

### 1.31. ADMINISTRATION OF THE CONTRACT

Architect will provide administration of the Contract as hereinafter described. Architect and the Project Engineer(s) will be The CANARA BANK, CIRCLE OFFICE, Chennai representatives for the complete execution of the works covered under this contract and until final completion of the project and settlement of final accounts & will have authority to act on their behalf to the extent provided for in the contract. Instructions of the CANARA BANK, CIRCLE OFFICE, Chennai /Architect to the Contractor shall be forwarded to the contractor through the Architect.

- 1.31.1. The Architect will determine on behalf of The CANARA BANK, CIRCLE OFFICE, Chennai, if the work is being performed in accordance with the Contract documents. The Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai will have the authority to reject the Contractor's work which does not conform to the contract documents and the authority to reject the Contractor's work which does not conform to the Contract documents and to request necessary inspection and testing. The Contractor shall be required to remove the defects and materials and nothing extra shall be payable to the Contractor on this account.
- 1.31.2. A Site Order Book shall be maintained by the Contractor on Site wherein all instructions from the Architect or Site in Charge shall be recorded.
- 1.31.3. The Architect and the Project Engineer(s) and any other person authorized by The CANARA BANK, CIRCLE OFFICE, Chennai shall at all reasonable times have free access to the work and/or to the Workshops, factories or other work related places and also to any place where the materials are stored, tested or from which they are being obtained.
- 1.31.4. The Contractor shall give every facility to the Architect and/or their representatives necessary for inspection, examination and test of the materials and workmanship. If the work is to be done at a place other than the site of the work, the Contractor shall obtain the written permission of the Architect for doing so.
- 1.31.5. Except the representative of the Public authorities, any person not connected with the Project and any other/unauthorised person, shall not be allowed on the site at any time without the written permission of the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai.
- 1.31.6. The Architect and his consultants, if any, will visit the site at intervals appropriate to the stage of construction and warranted by the Construction schedule to familiarise themselves with the quality of the work and to determine in general if the work is proceeding in accordance with the drawings and specifications.

- 
- 1.31.7. Neither the Architect nor the CANARA BANK officials will be responsible for the acts, omissions or performance of the Contractor, it being expressly understood that neither the presence nor the absence of the Architect on the job shall relieve any Contractor from responsibility for compliance neither with Contract Documents, nor from responsibility for removal and replacement of work not in accordance therewith.
- 1.31.8. The Architect will check and monitor the schedule prepared by the Contractor and co-ordinate the work of all the Contractors on the Project including their use of the site. The Architect will keep the Contractor informed of the over all Project Management Schedule to enable the Contractor to plan and perform the work properly.
- 1.31.9. The Architect's decision in respect of the quality of work and interpretation of drawings and details will be final and binding. Whenever it is considered necessary or advisable, the Architect will have authority to require special inspection or testing of the work whether or not such work is then fabricated, installed or completed.
- 1.31.10. Architect in co-ordination with The CANARA BANK, CIRCLE OFFICE, Chennai shall be the interpreter of the requirements of the Contract Documents and he will judge the performance there under of the Contractor.
- 1.31.11. The Contractor shall prepare and submit to the Architect comprehensive lists of the manufacturer's products proposed for the Project. Such lists shall include all information on materials, equipment and fixture as may be required for the preliminary approval of the Architect/Project Engineer.
- 1.31.12. Materials to be incorporated in the work shall conform to latest relevant BIS marked goods where manufactured. No materials shall be brought by the Contractor to site unless samples are approved by the Architect/Project Engineer.
- 1.31.13. The Contractor shall submit three copies of all shop Drawings, Product Data and samples to the Architect who will review and co-ordinate them with information contained in related documents and transmit his approval/comments.
- 1.31.14. The Contractor's representative on site will record the measurement of works carried out by the Contractor in proper measurement books, preferably jointly with the Site in charge, whenever possible. The Architect shall keep the Measurement Books and Contractor may request for the same only for purpose of recording measurement.

## 1.32. LABOUR

- 1.32.1. The Contractor shall obtain valid license under the Contract Labour (R&B) act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before the commencement of the work as required and continue to have a valid license until the completion of the work as required. The contractor shall also abide by the labour laws as applicable

---

from time to time. Any failure to fulfil this requirement shall attract the provisions of this contract arising out of the resultant non-execution of the work. No labour below the age of fifteen years shall be employed on the work.

#### 1.32.2. PAYMENT OF MINIMUM WAGES: COMPLIANCE WITH THE ACTS

- a) The Contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than minimum wages defined in the latest notification of Karnataka administration for labour employed in construction or maintenance of roads or in building operations or as per the provisions of the contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- b) The Contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged in the work, including any labour 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 agreement, the contractor shall comply with or cause to be complied with the Public Works Dept. contractor's labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions form wages, recovery of wages not paid and deductions made unauthorised, 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 & Abolition Act) 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 wherever applicable, by their terms of the contract or non-observance of the regulations.
- d) The Contractor shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act 1948, Employed Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961 and the Contractor's Labour (Regulation & Abolition) Act 1970 or the modification thereof or any other law relating thereto and the rules made there under from time to time.
- e) The Contractor shall indemnify The CANARA BANK, CIRCLE OFFICE, Chennai against payments to be made under and for the observance of the laws aforesaid without prejudice to his right or claim indemnify from his sub-contractors.
- f) The regulations 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. The regulations aforesaid and all other regulations, Acts, Notifications references, etc. stated elsewhere herein shall be deemed to include their amendments, modifications, corrections, agenda etc. made up to date and any breach thereof shall be deemed to be a breach of this contract.  
In respect of labour directly or indirectly employed in the work of the performance of the contractor's part of this agreement, the contractor shall at his own expenses arrange for the safety provisions and shall at his own expense

---

provide for all facilities in connection therewith. The contractor shall not construct or permit to be constructed or make use of any form of permanent structures for the residential occupation and use of his workmen within the site.

### 1.32.3. STAFF

1.32.3.1. The Contractor shall furnish qualified, competent and adequate staff as necessary for the proper administration, co-ordination, supervision and superintendence of the work, and for organising the timely procurement of all materials and equipment needed for the work, and shall keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the Contract documents and the CPM network thus submitted.

1.32.3.2. The superintendent and key members of the Contractor's staff working on this project shall not be changed without the consent of the Architect. All replacements shall be subject to Architect's approval.

1.32.3.3. The Contractor shall on the request of the Architect immediately dismiss from the work any person employed thereon, who may in the opinion of the Architect be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Architect.

1.32.4. **SUPERVISION:** The Contractor shall efficiently supervise his work using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error or omission which he may discover and shall subsequently proceed with the work in accordance with instructions from the Architect concerning such error or omission. Directions given to any Contractor's superintendent for the project shall be binding as given to the Contractor.

1.32.5. **SITE OFFICE:** The Contractor shall provide at his own cost simple watertight separate office accommodation at site for his site staff. The accommodation shall be sufficiently large to accommodate the Site in charge and other site staff and shall be suitably provided & furnished with writing tables, drawing board, chairs, steel almirahs, stools, drawers for drawings rack boards on walls for, displaying drawings and programmes, electric lights, fans etc., as required. A separate room of 15 sq.m to accommodate the site staff of the Architect and The CANARA BANK, CIRCLE OFFICE, Chennai should also be provided at the cost of the Contractor.

1.32.6. Minimum requirements of technical staff: Unless otherwise stated, Contractor should note that irrespective of the fact whether the proprietor himself is a qualified engineer or not, he shall deploy the following staff in addition to the junior supervisory staff and foremen, who shall be present at site at all the times.

- |  |        |
|--|--------|
| 1) Graduate Engineer with minimum 3 year's experience        | 1      |
| 2) Diploma Junior Engineer with at least 3 year's experience | 1 or 2 |



---

1.32.7. Presence of technical staff at site: The technical staff should be available at site constantly at all time throughout the Contract/extended duration of Contract to supervise the work and take instructions from the Architect/their representative, when the respective work is in progress.

### 1.33. HOURS OF WORK

Work shall normally be performed during regular working hours of minimum 8 hours a day. In the event of emergency or when required to complete the work in accordance with job schedule, work may be performed on night shifts, overtime, Sundays, holidays, when permission to do so has been obtained from the Architect. The Contractor will not be entitled to any compensation for work performed outside of regular working hours.

### 1.34. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall be allowed admittance in the site on issuing notice to him to start the work. The Contractor shall immediately mobilize his staff, equipment, plant, tools and about the site.

1.34.1. The successful bidder, shall within 7 days of communication of acceptance of tender prepare and submit to the Employer/Architect a detailed working integrated network programme for the execution of work including detailed chart for individual components along with the calculation for net work analysis, all activities and event list & details of man power and equipment required for fulfilment of programme from start of work to completion for the approval of the Architect, The programme chart shall also indicate the scheduling of samples, shop drawing and approvals.

- i. Ancillary works should be so started that all such work is completed before the specified over all contractual period of completion.
- ii. Any failure on the part of the Contractor to adhere to the Approved/agreed starting and completion dates of the individual items mentioned in the chart shall entail application of 'Compensation For Delay' clause in whole or part at the discretion of the Architect/The CANARA BANK, CIRCLE OFFICE, Chennai notwithstanding the overall period of completion stated in the contract.

The contractor shall whenever required by the employer/architect also provide in writing for his information a general description of the arrangements & methods which the contractor proposes to adopt for execution of the works.

#### 1.34.2. Cash Flow Statement.

The contractor shall with in 7 days after the date of acceptance, provide to the Employer for his information a detailed cash flow estimate in stages as applicable of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates at applicable intervals if required to do so by the Employer.

#### 1.34.3. Scientific and measuring instruments

Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the work shall be provided by the Contractor at his expense for the due performance of this Contract, as instructed by the Architect.

---

### 1.35. ASSIGNMENT AND SUBLETTING;

1.35.1. The whole of the work included in the contract shall be executed by the Contractor, who shall not, directly or indirectly, transfer, assign or sublet the Contract or any part or share of interest therein nor shall he take a new partner without the written consent of the CANARA BANK, CIRCLE OFFICE, Chennai/Architect.

1.35.2. No subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendent of the work during its progress.

### 1.36. SETTING OUT:

1.36.1. The Contractor shall provide all labour and setting out apparatus required to set out the works. He shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignments of all parts thereof.

1.36.2. If any error shall arise at any stage during the progress of any part of the work due to inaccurate setting out, the contractor shall rectify and amend such error at his own cost, to the satisfaction of the Architect. The Contractor shall provide all the assistance and manpower as required by the Architect for checking the setting out of works.

### 1.37. SITE DRAINAGE AND PROTECTION OF TREES:

1.37.1. The Contractor shall remove all water, which may accumulate on the site during the progress of the works, or in foundation trenches and excavations from any source, other than unprecedented floods, to the satisfaction of the Architect and at the Contractor's expense.

1.37.2. All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall be at once carted away by the Contractor to some pit or place provided by him at his own cost.

1.37.3. Trees designated by the Architect as shall be protected during the course of the work and earth level within one meter of each such tree shall not be changed. When necessary, such trees shall be protected by providing temporary fencing.

### 1.38. CONSTRUCTION PRACTICES AT SITE:

1.38.1. Standard of works and liquidated damages

Throughout the Construction period the Contractor shall protect the work and The CANARA BANK, CIRCLE OFFICE, Chennai property, and the property of others, from damage, injury or loss arising from or in connection with operations under the Contract. He shall make well any such damage, injury or loss at his own cost.

1.38.2. The Contractor shall at all times provide and maintain adequate protection against weather so as to preserve the work, materials, equipment, installations and fixtures free from damage.

---

1.38.3. The Contractor shall use his best efforts to prevent dust or smoke from interfering with the normal activities of others.

1.38.4. The Contractor shall provide at the site First-Aid Box and medicines for minor injuries. All accidents and major injuries shall be immediately brought to notice of the Architect.

**1.39. SAFETY CODE, LABOUR CAMPS, SANITARY ARRANGEMENTS**

1.39.1. The Contractor shall follow the Safety Code and Model Rules for the Protection of Health and Sanitary Arrangements for Workers as prescribed by the CPWD as regards to safety code, first aid facilities, drinking water, washing facilities, latrines and urinals, provision of shelter during rest etc. The Contractor shall get the arrangement made by him for the above approved by the Architect. Contractor's particular attention is drawn to safety practices to be adopted as per Safety Code included separately in this Volume.

**1.40. OTHER CONTRACTORS ENGAGED BY THE CANARA BANK, CIRCLE OFFICE, CHENNAI.**

1.40.1. The CANARA BANK, CIRCLE OFFICE, Chennai through the Architect reserves the right to execute work not included in this Contract, which they may desire to have carried out by other contractors or persons. The Contractor shall allow all reasonable facilities and the use of his scaffolding and plant for the execution of such work.

1.40.2. The Contractor shall not be required to provide any special plant or materials for the execution of such work except by special arrangements with the Architect or mutual agreement with the other contractor/person. Such work shall be carried out in a manner so as not to impede the progress of the work included in the Contract and Contractor shall not be responsible for any damage or delay which may occur to or on account of such work.

**1.41. INSPECTION AND APPROVAL:**

1.41.1. All works requiring more than one process shall be subject to examination and approval at each process stage. The Contractor shall give due notice to the Architect when each process stage is ready for inspection. In default of such notice, the Architect shall be entitled to appraise the quality and the extent thereof. In the event of any dispute the decision of the Architect/Project Engineer thereof shall be final and binding.

1.41.2. No work shall be covered up or put out of view without the approval; of the Architect and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundation preparations before permanent work is placed thereon.

1.41.3. The Contractor shall give due notice to the Architect whenever such work which are to covered, is ready for examination and the Architect, without unreasonable delay, shall examine and or measure such work , unless he considers it unnecessary and advice the Contractor accordingly. In the event of failure of the Contractor to give such notice, he shall, if required by the Architect, incur such work at his own expense.

1.41.4. The Architect shall have powers at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be

---

required for such inspection and examinations at his own cost.

1.42. CONTRACTOR'S LIABILITY AND INSURANCE.

- 1.42.1. Throughout the construction period, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage and to minimize the same to the greatest extent possible.
- 1.42.2. He shall be liable for any damage or loss that may happen to the work or any part, thereof and to the The CANARA BANK, CIRCLE OFFICE, Chennai equipment and plant from any cause whatsoever and shall at his own cost repair and make good the same so that at completions of the work The CANARA BANK, CIRCLE OFFICE, Chennai, equipment and plant shall be in good order-and condition and in -conformity in every respect with the requirements of the contract and instructions of the Architect.
- 1.42.3. The Contractor shall be responsible for all injury to the works or workmen, persons, animals and things for all damages to the structure and that may arise from carelessness, accident or any other cause whatsoever in any-way connected with the carrying out of the Contract, or any sub contractor, or any of these, or 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 contractor also will be responsible for any damage to the buildings whether immediately adjacent or otherwise, and any damage to the roads, streets, foot paths or ways as well as damages caused to the buildings and works forming the subject of these contract by rain, wind or other inclemency of weather. The contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
- 1.42.4. The contractor shall obtain an contractors all risk insurance policy for a period more than two months within which the work to be completed, for the workmen employed by him or by his sub-contractor, and the works , materials brought to the site for use in the work, from any Nationalised Insurance Company in the joint name of employer and contractor. The original policy shall be deposited with the Bank and renewed from time to time during the currency of the contract at the cost and expenses of contractor. In case the work is not completed within due date, the same shall be rewued and extended further as required.
- 1.42.5. The Contractor shall fully indemnify The CANARA BANK, CIRCLE OFFICE, Chennai and hold him harmless in respect of all losses, claims and any expense arising from such injuries or damage to any person any property whatsoever which may arise out of or in consequence of carrying out the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 1.42.6. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under the Contract, insure against any damage, loss or injury which may occur to any .of the employees of The CANARA BANK, CIRCLE OFFICE, Chennai, by or

---

arising out of carrying out the Contract.

- 1.42.7. The Contractor shall at all times indemnify The CANARA BANK, CIRCLE OFFICE, Chennai against all claims, damages and compensation under the provision of Payment of Wages Act 1834, Workmen's compensation act 1923, Industrial Disputes Act 1947 and Maternity Benefit act 1961 and Contract Labour Regulation and Abolition act 1970 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workmen or other persons in or about the work., whether In the employment of
- 1.42.8. the Contractor or not, save and except where such accident as injury has resulted from the act of The CANARA BANK, CIRCLE OFFICE, Chennai, and/or his representatives.
- 1.42.9. The Contractor shall also indemnify The CANARA BANK, CIRCLE OFFICE, Chennai against all costs, charges, and expenses of any lawsuit, action or proceedings arising out of such accident or injury caused to the third parties and against all sum or sums, which may, with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's compensation Act 1923 or any modifications thereof or any other law relating thereto.
- 1.42.10. Immediately on signing of the Contract, but not later than 7 days from the date of issue of work order, the Contractor shall insure the work and keep them insured throughout the Contract period at his own cost against loss or damage by fire and or earthquake with any Nationalised General Insurance Company in the joint names of The CANARA BANK, CIRCLE OFFICE, Chennai and the Contractor shall deposit the original policy and receipt for the premium with The CANARA BANK, CIRCLE OFFICE, Chennai within one month of the Date of Commencement.
- 1.42.11. In the event of any fire and /or earthquake the Contractor shall as soon as the claim under the policy is settled or the work is reinstalled by the Insurance Office should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as though the fire and or earthquake had not occurred and on all respects under the same conditions of the Contract. However, in case of rebuilding or reinstatement after fire and/or earthquake, the Contractor shall be entitled to such extension of time for completion as the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai may deem fit.
- 1.42.12. The aforesaid insurance policies shall not be cancelled till the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai has agreed to their cancellation. The Contractor shall submit proof to the Architect form time to time that he has taken out all the insurance policies as stated above and has paid the necessary premium for keeping the policies alive till the virtual completion of the work.
- 1.42.13. The Contractor shall-ensure that similar insurance policies are taken

---

out by his Sub-Contractors, if any, and shall be responsible for any claims or losses to The CANARA BANK, CIRCLE OFFICE, Chennai resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to produce by his Sub-Contractor, if any, the relevant policies and premium receipt as and when required by the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai.

1.42.14. Foreclosure of Contract in full or part The Contractor shall in the joint names of The CANARA BANK, CIRCLE OFFICE, Chennai and contractor with The CANARA BANK, CIRCLE OFFICE, Chennai as the first person insure against losses and damage by fire, storm, lightning, flood, earthquake, aerial objects, riot, civil commotion or malicious acts for the full value of all the work executed and all unfixed materials and goods intended for, delivered to, and placed on or adjacent to the works, but excluding temporary buildings, plant tools and equipment owned or hired by the contractor or any sub-contractor, and shall keep such works, materials and goods so insured until virtual completion of the works.

#### 1.43. FORECLOSURE OF CONTRACT IN FULL OR PART

1.43.1. If at any time after the award of work to the Contractor The CANARA BANK, CIRCLE OFFICE, Chennai decides to abandon the work completely or reduce the scope of the work for any reason whatsoever and hence not require the whole or part of the work to be carried out, the Architect shall give notice in writing to that effect to the Contractor. 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 work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

1.43.2. The Contractor shall be paid at contract rates full amount for works actually executed at site as per BOQ as certified by The CANARA BANK, CIRCLE OFFICE, Chennai in consultation with the Architect for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

1.43.3. For any expenditure incurred on preliminary site work such as temporary access roads, temporary layout huts, staff quarters, site office, stores, workshops, casting yards, fabrication platforms and water storage tanks will not be paid.

1.43.4. For materials taken over or to be taken over by The CANARA BANK, CIRCLE OFFICE, Chennai, The CANARA BANK, CIRCLE OFFICE, Chennai shall pay to the Contractor cost of such materials. The cost shall however, take into account purchase price, Cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the Contractor.

1.43.5. The CANARA BANK, CIRCLE OFFICE, Chennai shall have the option to take over the Contractor's materials or any part thereof either brought to the site or which the Contractor is legally bound to take delivery from suppliers for incorporation in or incidental to the work, which the Contractor does not desire to retain.

---

1.43.6. If required by the Architect, the Contractor shall furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the amount payable to the contractor under these circumstances.

**1.44. DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR LIKE OPERATIONS:**

1.44.1. The work (whether fully Constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected there which shall be at the risk of the Contractor until, the entire work has been handed over to The CANARA BANK, CIRCLE OFFICE, Chennai to their satisfaction and certificate from it to that effect obtained by the contractor.

1.44.2. Provided always that no compensation shall be payable for any materials etc. not on the site of work for any tools and Plant, Machinery, scaffolding temporary buildings and other things not intended for the work. In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Architect.

**1.45. TERMINATION OF CONTRACT BY OWNER:**

The CANARA BANK, CIRCLE OFFICE, Chennai shall without prejudice to their right to proceed against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims or damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by giving 7 days notice in writing absolutely terminate the contract in any of the following cases:

- i. If the Contractor having been given by the Architect 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 shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work such that either in the judgement of the Architect (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by the date.
- ii. If the contractor being a company shall pass 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 of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order
- iii. If the contractor commits gross misconduct, or engages in dishonest and/or professional misbehavior.
- iv. If the contractor commits breach of any of the terms and conditions of this contract.
- v. Or if the contractor (whether an individual, firm or incorporated Company) shall suffer execution to be issued.
- vi. Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.
- vii. Or shall charge or encumber this contract or any payments due or which may become due to the contractor thereunder.
- viii. Or if the Architect shall certify in writing to The CANARA BANK, CIRCLE OFFICE, Chennai that the contractor

- 
- a. has abandoned the contract or
  - b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Architect written notice to proceed or
  - c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the work to be complete within the time agreed upon or
  - d. has failed to remove materials from site or pull down and replace work within seven days after receiving from the Architect written notice that the said materials or work were condemned and rejected by the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai under these conditions or
  - e. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have given to the contractor requiring the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Architect's instructions to the contrary sub-let any part of the contract.

#### 1.46. CHANGES IN CONTRACTOR'S CONSTITUTION:

1.46.1. Where the Contractor is a partnership firm, prior approval in writing from The CANARA BANK, CIRCLE OFFICE, Chennai shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family 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 work hereby under taken by the Contractor.

1.46.2. If prior approval as aforesaid is not obtained by the Contractor, the Contract shall be deemed to have been assigned in contravention of Condition 4.33.(v) hereof and the same action may be taken and the same consequences shall ensure as provided in the said Condition 4.33.

1.46.3. In case the Contractor is a corporate entity, then The CANARA BANK, CIRCLE OFFICE, Chennai shall have the right to terminate the agreement, if in the opinion of The CANARA BANK, CIRCLE OFFICE, Chennai, there occurs or is likely to occur any changes in the share holding or management of the contractor.

#### 1.47. CANCELLATION OF CONTRACT DUE TO DEATH:

1.47.1. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, and if the contractor is a partnership concern and partner dies, then unless The CANARA BANK, CIRCLE OFFICE, Chennai is satisfied that the legal representatives of the individual contractor or of a proprietary concern and in case of partnership concern, the surviving partners are capable of carrying out and completing the contract satisfactorily and in time, The CANARA BANK, CIRCLE OFFICE, Chennai shall be entitled to cancel the uncompleted part of the Contract without The CANARA BANK, CIRCLE OFFICE, Chennai being in any way liable for payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of cancellation of the Contract.



---

1.47.2. The decision of The CANARA BANK, CIRCLE OFFICE, Chennai that the legal representatives of the deceased Contractor or the Surviving partner(s) of the contractor's firm cannot carry out the complete the Contract satisfactorily and in time shall be final and binding on the parties. In the event of such cancellation, The CANARA BANK, CIRCLE OFFICE, Chennai shall not hold the estate of the deceased Contractor and/or surviving partners) of the Contractor's firm liable to damages for not completing the Contract.

#### 1.48. VARIATIONS

1.48.1. The Architect / The CANARA BANK, CIRCLE OFFICE, Chennai shall have power:

- a) To make alterations in, omissions from, additions to, or substitution for, the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work
- b) To omit a part of the work in case of non-availability of a portion of the Site or for any other reason whatsoever.
- c) The price of all such additional items/non tender items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevailing fair price of labour, materials and other components as required. The tender rates, shall hold good for any increase or decrease of tender quantity during the currency of the contract.

1.48.2. The Contractor shall be bound to carry out and complete the Work in accordance with any instruction given to him in writing by the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai and such alterations, omissions, additions and substitutions 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 shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the original work.

1.48.3. In the event of any deviation resulting in increase in the cost over the Contract sum being ordered, the Time of Completion of the Work shall not be extended under normal circumstances. However, if the deviation is ordered at a stage, or results in additional cost, which in the opinion of the Architect justifies any extension of time, it may be granted by the owner at the request of the Contractor, The decision of The CANARA BANK, CIRCLE OFFICE, Chennai will be final and binding.

#### 1.49. EXTRA ITEMS, VARIATIONS, THEIR VALUATION AND CLAIMS

Any item of work whose rate is not quoted in the tender, or any variation of the specification done on written request by the Architect/Project Engineer, shall be paid on the basis of a rate analysis with market rate of materials and reasonable labour charges, and the contractor's profit inclusive of all overheads as 10% but exclusive all related taxes.

#### 1.50. CERTIFICATE OF VIRTUAL COMPLETION

1.50.1. When the work is completed as required by this contract, the Contractor shall give notice of such completion to the Architect. Within 30 days of receipt of such notice, the Architect shall inspect the work and the The CANARA BANK, CIRCLE OFFICE, Chennai on recommendation from the Architect and after obtaining approval from their Competent Authority

---

shall furnish the Contractor:

1.51.

- a. defects that remain to be rectified by the Contractor
- b. items for which payment shall be made at reduced rates
- c. Balance of work, if any, to be done by the Contractor.

After completion of the balance work/rectification of the defects pointed out, architects will issue virtual completion certificate after verification of the work to their satisfaction.

1.51.1. No certificate of virtual completion shall be issued, nor shall the work be considered to be completed till the Contractor has removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials, (except such as required for rectification of defects) rubbish and all huts and sanitary arrangements required for his workers on Site in connection with the execution of the work.

1.51.2. The Contractor shall have cleaned floors, gutters and drains, eased doors and windows, oiled locks and fastenings, labelled keys handed them over to The CANARA BANK, CIRCLE OFFICE, Chennai and made the whole complex functional for immediate occupation or use to the satisfaction of the Architect/ The CANARA BANK, CIRCLE OFFICE, Chennai.

1.51.3. The works shall not be considered as virtually completed unless The CANARA BANK, CIRCLE OFFICE, Chennai has certified in writing that they have accepted the completed work. The Defect Liability Period as mentioned in clause 1.53 below shall commence from the date of issuing of virtual completion certificate, by The CANARA BANK, CIRCLE OFFICE, Chennai or their authorised persons.

1.51.4. The CANARA BANK, CIRCLE OFFICE, Chennai shall issue a final completion certificate on satisfactory completion of the Defect liability period.

1.52. DELAY, COMPENSATION FOR DELAY AND EXTENSION OF TIME:

1.52.1. Time is the essence of the contract and the Contractor shall complete the Work in all respects as per the Contract within the date/period of completion specified.

1.52.2. On receipt of the recommendation from the Architect if in the opinion of The CANARA BANK, CIRCLE OFFICE, Chennai whose decision shall be final, conclusive and binding the work is delayed on account of valid reasons not within the control of the contractor, The CANARA BANK, CIRCLE OFFICE, Chennai shall make a fair and reasonable Extension of Time for completion of the Contract. The Contractor shall not make any claim for compensation or damage in relation thereto.

1.53. DEFECT LIABILITY PERIOD

1.53.1. The Defect Liability-period shall commence from the date of virtual completion as mentioned in the Certificate of Virtual Completion issued by The CANARA BANK, CIRCLE OFFICE, Chennai. The duration of the Defects Liability Period shall be twelve months after the date of issue of virtual completion certificate to the contractor.

---

1.53.2. The Contractor shall be responsible to make good the defects at his own expenses any defect, breakage, shrinkage, settlements, or other faults, which may appear within the Defects Liability Period arising in the opinion of the Architect who shall be the final authority.

For material and workmanship not in accordance with the Contract, upon the directions in writing of the Architect and within such reasonable time specified therein, the Contractor shall amend and make good these at his own cost to the satisfaction of the Architect/Owner

4.40.3. In case of failure, the contractor to attend the defective works after reasonable time of 15 days to the satisfaction of Bank, Bank may .in consultation with Architect get the defect rectified through any other agency and deduct such amount spent for the rectification work from the retention money held against the work.

#### 1.54. VALUATION AND PAYMENT

##### 1.54.1. Measurement records

The Architect will measure the work and keep record as under:

- i. All alterations, additions and or omission ordered on the contractor by the Architect with prior approval of The CANARA BANK, CIRCLE OFFICE, Chennai in the kind or quality and actually executed, to determine the financial liability for payment/recovery.
- ii. All such items of variation including changes in foundation, provisional items under measurable schedules and other variations ordered shall be recovered in measurement books in duplicate aided by diagrams and sketches as required. These entries will be jointly signed by the contractor/his agent and the Architect, and check-measured by the Project Engineer/Architects supervisors. The Measurement Books will be in the custody of the Architect, which may be loaned out against proper receipt to the Contractor for the purpose of record measurement only. All entries not signed as mentioned above shall not be considered for payment towards works executed.

1.54.2. Mode of measurement: The measurement of works carried out by the Contractor shall be taken in accordance with procedure set forth in the Specifications, notwithstanding any provision in the relevant-standard Method of Measurement. In case of items not covered by the Bill of quantities/Specifications, measurements shall be taken in accordance with the relevant BIS Mode of Measurement.

1.54.3. Measurement of works: The Architect may advise the Contractor that they require the work to be measured as per stages mentioned in the bar chart submitted and contractor shall forthwith attempt or send a qualified representative to assist the Architect in taking such measurements and calculations and shall furnish all particulars or give all assistance required at no extra cost.

- a) Should the Contractor not attend or neglect or omit to send such representative then the measurements taken by the Architect shall be taken to be correct measurements of the work and the contractor shall not be liable for any claim arising there from.
- b) The Contractor's representative may note joint measurements along with the Architect's representative.
- c) All authorized extra work, omissions and all variations made without the

---

Architect's knowledge, if subsequently, sanctioned by him after approval of The CANARA BANK, CIRCLE OFFICE, Chennai in writing shall be included in such measurements.

- d) On completion of measurements of certain work up to a particular stage, these shall be signed and dated by both the Architect, Contractor and check measured by the Project Engineer as a token of their acceptance. If the Contractor objects to any of the measurements recorded by the Architects/Project Engineer, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by Architect, Contractor and Project Engineer

1.54.4. Billing: The contractor shall submit the bills at stages and payment shall be made as per terms in 1.54 above.

1.54.5. Period of honouring interim bills and Payment procedure: The contractor shall raise the bills on to The CANARA BANK, CIRCLE OFFICE, Chennai and forward the same to the Chief Manager, The CANARA BANK, CIRCLE OFFICE, Chennai, through the Architects and the Project engineer after deductions applicable.

1.54.6. The contractor is required to prepare the bill as per the format to be provided to them by Bank/Architect, and one bill in a month and the bill amount shall not be less than ₹20 lakh for interim certificate. The bills in proper forms must be duly accompanied by detailed measurement in support of the quantities of work done and must show deductions for all previous payments, retention money etc.

1.54.7. The Bank/Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Bank and the Contractor shall entitle for payment thereof. In case of delay due to some reasons in the processing of such bills for payment, Architect may recommend payment of advance of **75% of the bill amount** on request of the contractor for smooth progress of the work. While settling the bill, retention money and income tax at source as per the provisions of agreement will be deducted.

#### 1.55. ARBITRATION AND LAWS

1.55.1. All the disputes and differences of any kind whatsoever which shall at any time arise between the contractor and the Bank here to touching or concerning the works or execution or maintenance thereof of this contract or the rights touching or concerning the works or execution of maintenance thereof of this contract, whether during or after determination for closure or branch of contract shall after written notice by either party to the contract to the either of them or to the Bank hereinafter mentioned the referred for adjudication and sole arbitrator to be appointed as here in after provided. For the purpose of appointing the sole arbitrator referred to above, the Bank will send within 30 days of receipt of the notice to the contractor a panel of 3 names or person who shall be presently unconnected with the Bank.

1.55.2. The contractor shall on receipt of the names as aforesaid, select anyone of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within 30 days of receipt of the names.

---

Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified the competent Authority of the Bank shall make the selection and appoint the selected person as sole arbitrator.

1.55.3. If the Bank fails to sent to the contractor, the panel of 3 names as aforesaid within the period specified, the contractor shall send the employer a panel of 3 names of persons who shall all be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the persons named and appoint him sole arbitrator.

1.55.4. If the arbitrator so appointed is unable or unwilling to act or resign is appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

1.55.5. Proceedings

- a) The arbitrator may open up, review and revise any certificate, opinion, decision, requisition or notice, save in matters with respect to which the decision of the Architect/ to The CANARA BANK, CIRCLE OFFICE, Chennai is by the Contract expressed to be final and may determine all matters in dispute which shall be submitted to him/them of which notice have been given as aforesaid.
- b) The provisions of the Arbitration Act 1940, or any statutory modification or re-encashment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clauses.
- c) The venue of the Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearings.
- d) The Arbitrator shall give a separate award in respect to each dispute or difference referred to him. The award of the Arbitrator shall be final, 'conclusive and binding on all the parties to this Contract.
- e) It is expressly agreeing to by and between the parties that the arbitration proceedings shall be held in CIRCLE OFFICE, Chennai and only CIRCLE OFFICE, Chennai Courts shall have jurisdiction.

1.55.6. Work and payment during arbitration

- a) The work under the Contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings except for items under dispute.
- b) The contractor shall proceed with the work with all due diligence and no award of the Arbitrator, Arbitrators or the Umpire shall relieve the Contractor of his obligations under the Contract. Contractor shall adhere strictly to the Architect's instructions with regard to actual carrying out the work.

1.55.7. Law governing the contract

This contract shall be governed by the Indian Laws of the time being in force.

1.55.8. Jurisdiction of court of law

Any dispute remaining beyond arbitration shall be referred to a court of law in CIRCLE OFFICE, Chennai only.

---

1.56. TOTAL SECURITY DEPOSIT

1.57. The Total security deposit on the contract is calculated as under

1. 5% on the first ₹1,00,000.00 of the cost of work
2. 5% on the next ₹1,00,000.00 of the cost of work
3. 3% on the next amount upto a ceiling of 3% of overall work value

This Total security deposit comprise of the following

1. Earnest Money Deposit
2. Initial Security Deposit
3. Retention Money

1.58. RETENTION AMOUNT

1.59. The owner while settling the entering/final bill will deduct retention money from each bill. This retention money will be refunded after the defect liability period of one year as detailed below.

1.59.1. The retention percentage (i.e. deduction from interim bill) shall be 3% of the gross value of each interim bill.

1.59.2. The maximum amount of retention money shall be the balance amount of the Total security deposit.

1.59.3. 50% of the retention amount is refunded to the contractor on completion subject to the following

1. Issue of virtual completion certificate by the Architect/Premises Department
2. Contractor removal of his material, equipment, labour force, temporary sheds/stores etc. from the site. (Excepting for a small presence required if any for the defect liability period and approved by the Bank).

1.59.4. The remaining 50% of the amount may be refunded 14 days after the end of defect liability period provided he has satisfactorily carried out all the works and attend to all defects in accordance with the conditions of the contract, including site clearance.

1.59.5. The retention amount can be kept with the Bank in the form of a fixed deposit pledged to the Bank or Bank Guarantee.

1.60. EARNEST MONEY DEPOSIT

1.61. The contractor is required to deposit an EMD amounting to Rs.2,60,000/- in the form of DD,/PO from any Schedule Bank. Any tender without EMD as mentioned above will be rejected.

1.62. INITIAL SECURITY DEPOSIT

1.62.1. The amount of initial security deposit shall be 2% of the accepted value of the accepted value of the tender including the Earnest Money Deposit.

1.62.2. The Initial Security Deposit is to be paid by the contract to the Bank within 14 (fourteen) days of intimation to him of the acceptance of his tender. Bank Guarantee of like amount from any scheduled Bank other than the clientele Bank may be also accepted in lieu of Cash Deposit.

1.62.3. The contractor may if so desire pay the Initial Security Deposit by way of Fixed Deposit of equal amount invested in the name of Bank for the duration of the contract period and submit the same to the Bank the same will be accepted by the Bank, and refunded/released to the contractor, along with accrued interest, after the issue of the certificate of virtual completion.

---

## PERFORMA-III - CERTIFICATE REGARDING CONTRACT

To

The Divisional Manager  
CANARA BANK -----

Sl. No	Particular	Details	Comments
1.	Tender Amount		
2.	Gross amount of work completes		
3.	Name & Address of the authority Under whom works executed		
4.	Whether the contractor employed qualified Engineer during execution of work?		
5.	Quality of work (indicate group)		
6.	Did the contractor go for arbitration?		
7.	Comments on the capabilities of the contractor		
8.	Technical Proficiency		
9.	Financial Soundness		
10.	Mobilization of adequate T & P		
11.	Mobilization of manpower		
12.	General Behavior		
13.	Mention prestigious works if any with location and address		

---

14	a) Whether work completed in time		
	b) If not how much extensions was granted		

Telephone No:

Tax No:

Mail;

Signature:

Designation:

Organization:

SEAL:



---

**ANNEXURE-VIII - AFFIDAVIT**

(On Non Judicial Stamp Paper of appropriate value in case the individual who is the sole proprietor of the firm)

I, \_\_\_\_\_ S/O \_\_\_\_\_ Age \_\_\_\_\_  
\_\_\_\_\_ years, occupation \_\_\_\_\_ r/o \_\_\_\_\_  
\_\_\_\_\_ do hereby state on oath as under:

That, I am residing in \_\_\_\_\_ locality of  
District \_\_\_\_\_ since last \_\_\_\_\_ years.

That I am the sole proprietor of a proprietary concern name and style as “ \_\_\_\_\_  
\_\_\_\_\_ ”having its office  
at \_\_\_\_\_ District \_\_\_\_\_ dealing in business of  
Government, electrical contracts and ancillary works attached thereof.

Hence this affidavit

**Deponent** \_\_\_\_\_

Note: This Affidavit should be notarized

---

## ANNEXURE-IX - CONSTITUTION OF FIRM

(CONSTITUTION OF FIRM -WHETHER SOLE PROPRIETARYSHIP/ PARTNERSHIP/ LTD.CO/ OTHER)

### DETAILS OF CONSTITUENTS

Sl.No	Name of sole partner or Director/other High Official	Age	Share	Technical experience in Years			Whether power of attorney Holder
				Year to year	As Employee	As contractor	
1	2	3	4	5	6	7	8

**SIGNATURE OF CONTRACTOR**

---

## APPENDIX -I - INDEMNITY BOND FORMAT

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

In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore - 560002 and Circle Office at #524, Anna Salai, Teynampet, Chennai -600018

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

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

And where as for undertaking the .....work, my company has entered into contract agreement with Canara Bank on \_\_\_\_\_.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. \_\_\_\_\_ and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect of .....and referred to above,

I hereby undertake to indemnify and keep harmless the Canara Bank & its Architect and its officials/ staff from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which I shall be solely responsible.

**Signature of Contractor with seal**

---

## OFFER LETTER

The Divisional Manager,  
Premises Estate section  
Canara Bank, Circle office

.....  
.....

Name of work: " ....." ”

Dear Sir,

I/We have read and examined the Notice Inviting the Tender ( NIT ), Offer Letter, General rules & Instructions to tenderers, General conditions of tender, Special conditions, Appendices , Bill of quantities, drawings, and all other documents referred to in this Documents and all other contents in the tender document for the work.

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

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

In the event of the acceptance of my tender , I agree that the earnest money shall be retained by Employer towards security deposit to execute all the works referred to in the tender documents as per the terms and conditions contained or referred to therein.

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

I/We hereby declare that I/We treat these tender documents, drawings and other records connected with the work as secret/confidential documents and shall not

---

communicate information/derived there from to any persons other than a person to whom I/We am /are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

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

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

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

Dated the: .....day of 2021

Witness,  
Full Postal Address including

Signature of Contractor  
Name & address:

Pin Code NO. & Telephone NO.

1).

2).

---

## APPENDIX-II - IMPORTANT TERMS

- 1 Period of Completion : 150 days from the date of work order
- 2 Defects Liability Period (DLP) : One year from the date of Completion of work unless otherwise specified.
- 3 Date of Commencement : **Third day** from the date of signing of agreement, submission of Indemnity bond, submission of Insurance , depositing of Initial security deposit OR order to commence the works whichever is later.
- 4 Liquidated Damages for Delay : As mentioned in the **Articles of Agreement Clause 19**
- 5 Period of final measurement : 30(Thirty) days.
- 6 Value of work for claiming the Interim Bills : Minimum of Rs.20 (fifty) lakh based on the **accepted measurements.**
- 7 Period of honoring interim Certificate : 30 days from the date of receipt of bill.
- 8 Period of honoring Final Certificate : One month.
- 9 Retention Money : 3% of Interim Bill amount subject to the ceiling of the total security deposit
- 10 Total Security Deposit (Maximum) : As per General conditions
- 11 Initial Security Deposit : 2% of accepted tendered sum including EMD

**SIGNATURE OF THE TENDERER**

---

### APPENDIX-III - RUNNING A/C BILL FORMAT

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

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

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

Signature of the Tenderer with seal

---

## APPENDIX -IV - CERTIFICATE FOR PAYMENT

RUNNING BILL NO. \_\_\_\_\_ date .....

Total value of the works executed so far Rs.... (A)

Total value of the works till the previous bill Rs... (B)

Total amount due since previous bill Rs. \_\_\_\_\_ (A) - ( B )

### DEDUCTIONS

Retention money on value of work as per accepted tenders

Up to date Rs. \_\_\_\_\_

Less: Already recovered (-) Rs. \_\_\_\_\_

Balance to be recoveredRs. \_\_\_\_\_

Total Deduction as per contract Rs. \_\_\_\_\_

Any other recovery as per contract (-) Rs .....

Net amount payable as per contract Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) in words.

Signature of Architect



---

## APPENDIX- V - MEASUREMENT CERTIFICATE

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

Signature of  
Contractor

Signature of  
Site Engineer

Signature of  
Architect

Date:

Place:

---

## APPENDIX-VI - CONTRACT AGREEMENT FORMAT

This agreement made on this \_\_\_\_\_ day of the month of \_\_\_\_ in the year two thousand twenty one (\_\_\_\_ 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- 560 002, amongst others a **Circle office at .....** represented by its duly constituted attorney (hereinafter referred to as Bank) of the **ONE PART** ;

AND

M/s. \_\_\_\_\_ duly represented by one of its Proprietor/Partner \_\_\_\_\_, aged \_\_\_\_ years, S/o Sri \_\_\_\_\_, residing at \_\_\_\_\_ and \_\_\_\_\_ having their office at \_\_\_\_\_ (hereinafter called the Contractor) of the **Other part**.

WHEREAS THE Bank is desirous of undertaking the .....and has accepted the tender opened on \_\_\_\_\_2021 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a) The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , all Appendices , Priced Bill of quantities, Tender Drawings.
  - b) Corrigendum to tender document if any.
  - c) Letter from contractor dt. \_\_\_\_\_ in response to the negotiation meeting discussions held on \_\_\_\_\_
  - d) Letter of Acceptance issued to contractor by Bank - letter No. \_\_\_\_\_ dt.....
  - e) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.
3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to execute, complete and perform the works in conformity in all respects with the Tender document as mentioned in the aforesaid documents which shall form part of this agreement.

---

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

For & on behalf of the  
Contractor with seal

For& on behalf of the  
Canara Bank with seal

---

## APPENDIX-VII - FORMAT FOR RATE ANALYSIS OF ITEMS

I.	MATERIAL		
	1. Basic Cost of Material		Rs. _____
	2. Wastage	-	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.		
	<b>TOTAL (I) + (II) + (III)</b>		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.	_____		
	<b>TOTAL</b>		
	Contractor Profit & OH - 15%	-	Rs. _____
	<b>GRAND TOTAL</b>	-	Rs. _____

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

---

## APPENDIX-VIII - LIST OF RELATIVES WORKING IN CANARA BANK/PSU

1. Details List of relatives working in Canara bank;

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

2. Details List of retired Government / PSU/ Bank employees , employed by the tenderer / contractor :

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

Name & Signature of Tenderer

---

## APPENDIX-IX - 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 \_\_\_\_ 2021, 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 and Circle Office at #524, Anna Salai, Teynampet, Chennai - 18 (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/ Contractor**", 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 executed

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 cartelization 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/ /CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONTRACTOR 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/CONTRACTOR. However, the proceedings with the other BIDDER/CONTRACTOR(s) would continue.

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

c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ CONTRACTOR.

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/CONTRACTOR.

e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ CONTRACTOR, 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/ CONTRACTOR and the BIDDER/ CONTRACTOR 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/ CONTRACTOR.

g) To debar the BIDDER/CONTRACTOR 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/CONTRACTOR(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/ CONTRACTOR, 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/ CONTRACTOR 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/ CONTRACTOR. The BIDDER/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/ CONTRACTOR.

(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/ CONTRACTOR 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/CONTRACTOR shall be final and conclusive on the BIDDER/ CONTRACTOR. However, the BIDDER/CONTRACTOR 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)  
(Office Seal)

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

Place:

Date :

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

---

## APPENDIX-X - UNDERTAKING LETTER

To,

The Divisional Manager  
Premises & Estate Section  
Canara Bank Circle Office  
#524, Anna Salai  
Teynampet, Chennai - 600 018

Name of work: Repair, Rehabilitation, Retrofitting and Other Related Civil Works of  
“Canara Court” Apartments at Greenways Lane, RA Puram, Chennai

Dear Sir,

This has reference to your above Notice inviting tender.

We hereby state that we M/s \_\_\_\_\_ have submitted the above offer documents duly filling at the appropriate places without making any alterations, corrections, omissions in the Tender Document issued by the bank or downloaded from the web site.

---

## CHECK LIST

PARTICUALTRS	PAGE NO	ENCLSOED YES/NO
Partnership Deed		
Proforma - I Solvency Certificate		
Proforma-II Past Performance of contractor		
Annexure-I Details of enlistment with other Banks/Financial Institution		
Annexure- II List of Tools and Plants		
Annexure - III List of Major Works Completed in Last 3 years		
Annexure- IV List of Major Works Completed in Last 7 years		
Annexure-V List of Major Works in Progress		
Annexure-VI List of Major Works for which Bids already submitted		
Annexure-VII Details of Permanent Technical staff		
Annexure-VIII Affidavit		
Annexure- IX Constitution of the Firm		
Details of Turnover for the year 2018-19,2019-20,2020-21		
Proof of having submitted I.T. returns		
Copies of large work orders and completion certificates		

Place:

Date:

Seal and Signature of Contractor

---

## SCHEDULE A - TECHNICAL SPECIFICATIONS FOR CIVIL WORK

### 1. GENERAL

- a) The Technical Specifications in respect of all materials to be used, method of execution, workmanship and quality for each item of the work shall conform to the latest Indian Standard.
- b) In case where the specifications in the drawings or those given in Bill of quantities are found wanting, the latest IS specifications shall hold good.
- c) Whenever reference has been made to Indian Standard or any other specifications, same shall mean to refer to latest specifications irrespective of any particular edition in the specifications below or in Bill of quantities.

### 2. Workmanship

The workmanship shall be the best of its kind and shall conform to Specifications as per relevant Indian Standard Specifications in every respect or the latest trade practice and shall be subject to the approval of the Architect. All materials and / or workmanship which in the opinion of the CANARA BANK/Architect is defective or unsuitable shall be removed immediately from the site and shall be substituted with proper materials and/ or workmanship forthwith

### 3. Materials

- a) All materials shall be best of their kind and shall conform to the latest Indian Standards.
- b) All materials shall be of approved quality as per samples and approved by the CANARA BANK.
- c) A set of specimen samples of all approved materials shall be kept at site as well as in the office of the engineer, the cost of which to be borne by the contractor.

**Cement:** Shall comply with the latest specifications confirming to IS: 8112 for 43 grade OPC and IS 12269 for 53 grade cement as per preferred makes listed in page ----- of this document

**Reinforcement:** High Yield Strength deformed bars conforming to IS 1786 - 1990 Fe 500(thermo mechanically treated bars) and Mild Steel conforming to IS432(part-1).

**Coarse Aggregate:** Shall be of the best quality, hard machine crushed stone free from earth or any organic matter etc. Suitably graded and shall conform to IS: 383-1990

**l) Sand:** Shall be river sand clean, sharp, strong, angular and composed of hard siliceous materials. It shall be free from any harmful materials such as iron pyrites, coal mica, shale, clay alkali, soft fragments, sea shale, organic

---

impurities, etc. It shall be obtained from approved quarries and shall conform to IS:383-1990

ii. **Ceramic Tiles:** Will be approved make, colour, design and size conforming to IS: 777-1988

iii. **Granite:** Polished granite slab and tiles shall be of the kind specified in the Bill of quantities conforming to samples approved by the Architect for colour & texture. The slab shall be machine cut to required dimensions and shall conform to IS Standards

iv. **Plastic (Acrylic) Emulsion paint and Enamel Paint:** Plastic emulsion painting will be of approved brand of paint and colour conforming to IS: 5411-1991 & will be applied over a coat of primer & putty (including preparation of wall surface). Painting for the doors, windows, grills will be carried out with synthetic enamel paint of approved brand and colour over one coat of primer, metal putty all of relevant IS specifications 4511-1993

**V. Water:** Water used for mixing concrete and mortar and for curing shall be clean and free from injurious amounts of oil, acid, alkali, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel. The pH value of water shall be not less than "6". Water has to meet the requirements mentioned in clause 5.4 of IS: 456-2000. Water for construction purpose shall be stored in well protected and proper tanks.

**VI. Admixtures:** Admixtures if used shall comply with IS 9103. Admixtures to concrete shall not be used without the written consent of the Architect. When permitted, the contractor shall furnish full details from the manufacturer and shall carry such test as the Architect may require before any admixture is used in the work to check particularly for Chlorides.

Admixture may be used to modify one or more of the following properties of

1. **Integral waterproofed:** Admixture used as integral waterproofed shall be free of chlorides sulphates and shall conform to IS: 2645, the application and doses shall be as per manufacturer's specification
2. If there is any discrepancies in specification of items of work in Bill of quantities and in specification schedule and also items not covered in technical specifications, latest. IS specification shall apply. Whenever items of materials not covered in IS specification, the approval of Architect/employer will apply.

#### **4. Site Clearance:**

The site shall be free from rubbish of all kinds, rocks, trees, dirt and superfluous earth, all shrubs, brush wood, stumps of trees and saplings, grass and other rant vegetation etc. The serviceable material to be stacked at site in a manner as directed by the Architect. All cavities or holes formed shall be filled with good earth well rammed and leveled neatly. Site clearance shall be done all-round the



---

proposed construction. The contractor shall provide all labour and material for site clearance at his own cost.

### **Curing**

Curing shall be started at the earliest by spreading wet jute cloth (hessian) and cover top with impervious sheet and subsequently cured with spraying water. In inaccessible area to start with, curing be started by spraying curing compound before starting membrane curing.

**Water Cement Ratio:** Water cement ratio shall be carefully controlled throughout the work. This calls for a regular check on the equipment used for measuring water. Only graduated liter cans shall be used for the purpose. The water cement ratio as determined of approved mix design shall be strictly adhered to

## **5.01 Granite Stone flooring and steps of stairs:**

### **a) Granite stone slabs:**

The Granite shall be of approved shade and sources as mentioned in the Bill of quantities and their size and the thickness shall be as shows on the drawings and as approved by the Architect. They shall be of selected quality, dense, uniform and homogenous in texture and free from cracks or other structural defects. It shall have even and cry stalling grains. The surface shall be machine polished to an even and perfectly plain surface and edges machine cut, true and square. The rear face shall be rough enough to hold mortar. Slab shall be rough enough to provide a key for the mortar. No slab shall be thinner than the specified thickness at its thinnest part. The dimensions of the slabs shall be as specified. A few approved samples of finished slabs to be used shall be deposited by the contractor in the office of the Architect. Unless otherwise mentioned the thickness of the Granite shall be minimum 20mm.

### **b. Laying :**

Sub-grade concrete or R.C.C. slab on which marble is to be laid shall be cleaned, wetted and mopped. The bedding for the marble slab shall be cement mortar 1:4 (1cement: 4 coarse sand) or as mentioned in the Bill of quantities

c) The bedding mortar shall be spread to required thickness. The slab shall be washed clean and then laid on top of the mortar layer, pressed, tapped with a wooden mallet and brought to level with adjacent slabs. It shall then be carefully lifted and laid aside. The top surface of the mortar shall then be corrected by adding fresh mortar at hollows. The mortar should be allowed to harden a bit. Cement slurry of 4.4 kg of cement per square meter shall then be spread. Edges of slabs already laid shall be buffered with white cement mixed with pigment. The marble slabs shall then be placed in position and tapped with a wooden mallet till the slab is properly embedded in line and level. The joints between slabs be as fine as possible. The surplus cement slurry oozing from joints shall be cleaned. The slabs shall be matched as shown in drawing. The

---

flooring shall be cured for seven days.

**d) Polishing and finishing :**

Finishing shall be of mirror polish conforming to CPWD specifications and as directed in the item of BOQ.

**e) Measurements:**

Shall be in square meter correct to two decimal places. Length and breadth shall be measured correct to a cm from wall to wall as actually laid.

**6.01 Granite stone in Risers of steps and skirting if required:**

**a) Granite stone slabs:**

Shall be the same as per granite flooring or thickness as specified in the schedule.

**b) Preparation of surface:**

Where required the wall surface shall be cut uniformly to requisite depth so that the skirting face shall have uniform projection from the finished face of wall as per drawings or as directed by the engineer. The concrete walls shall be hacked and roughened with wire brushes. Masonry walls shall have joints racked at least 15 mm deep. The surface shall be thoroughly cleaned, washed and kept wet

**c) Laying:**

The risers of steps and skirting shall, be set in grey or white cement with an admixture to match the shade of stone, with the line of slab at an average distance of 12 mm from the wall but not less than 10 mm. If necessary the slabs shall be held in position by temporary M.S. hooks at suitable intervals. The joints shall be left to harden then the rear of the skirting or riser slab shall be packed with cement mortar 1:3 (1 cement : 3 coarse sand). The fixing hooks shall be removed after the backing mortar is set. The joint shall be as fine as possible.

**d) Polishing & finishing:**

The finishing shall be of mirror polish as specified in the description of item.

**e) Measurements:**

Shall be in square meter correct to two decimal places: Length and height shall be measured correct to a cm actually laid at site above floor

**7.09 Granite Cladding on walls:**

(a) In case of reinforced cement concrete or brick work backing the lining shall be secure to the backing after it has set. The cramps shall be fixed in backing while laying at the required positions as specified in the description of items in the BOQ

**(b) Measurements:**

Shall be as laid in square meter correct to two decimal places. Length and breadth shall be measured correct to a cm as actually laid

**8.1 Vitrified Tiles Flooring - Skirting /Antiskid Tiles flooring - Skirting**

The specifications in respect of material and execution process for vitrified tiles and rectified tiles flooring and skirting shall be strictly in accordance with the description of items in the BOQ as under

---

**Vitrified Tiles:** Providing and fixing in position Premium quality mirror polished vitrified tiles in approved color and shade conforming to IS 15622 of approved make in floors, skirting, dados at all heights depths and levels laid over 20mm thick cement mortar bed 1:4 (1 cement: 4 coarse sand) including grouting the joints with white cement mixed with matching pigment including cost of all material, labour as per directions / approval of the Architect / Bank's Engineer

**Antiskid Tiles:** Providing and laying antiskid tiles of size 600x600x8mm or any other size as specified in BOQ of approved quality shade and brand in floors laid over 20mm thick cement mortar bed 1:4 (1 cement: 4 coarse sand) including grouting the joints with white cement mixed with matching pigment including cost of all material, labour as per directions / approval of the Architect / CANARA BANK Engineer

## **9.0 FINISHING (COLOUR WASHING & DISTEMPERING)**

### **a)Preparation of surface:**

The surface shall be prepared by removing all mortar droppings and foreign matter and thoroughly cleaned with wire or fiber brush or other means as may be ordered by the Employer/Architect to produce an approved clean and even surface. All loose pieces and scales shall be scrapped off and holes, cracks etc. filled with Birla putty or as specified in the tender and surface shall be smoothed with sand paper.

In case where the surface have been previously white washed or colour washed, the old white or colour wash shall be entirely removed and surface broomed down before the new white wash applied, in case the old white wash cannot be removed by brooming, the surfaces shall be cleaned by scrapping. Where efflorescence is observed the deposit may be brushed clean and washed. The surface shall then be allowed to dry for at-least 48 hours before distempering is done with the required number of coats. Doors, Windows floors and other article of furniture etc. shall be protected from being splashed upon. Splashing and dropping, if any shall be removed and the surface cleaned.

### **b) Rates to include:**

Apart from other factor mentioned elsewhere in this contract, the rate for distempering shall include for the following:-

- i) All Labour, materials, equipment required for Distempering.
- ii) Scaffolding including erection and removal.
- iii) Providing and preparing the Distempering.
- iv) Preparing the surface for Distempering including the scaffolding, minor repair etc.
- v) Applying the Distempering in two coats (minimum). If a proper even surface is not obtained to the satisfaction of the Employer/Architect in 3 coats contractor shall carry out additional coat of Distempering at contractors expense

### **c) Mode of Measurement:**

The measurement shall be square meter. The mode of measurement shall be as applicable to that for plaster.

---

**ii) OIL BOUND DISTEMPER:**

The specifications and conditions for this shall be the same as that applicable for dry distemper above except that oil bound distemper of approved make, shade and colour shall be used after applying priming coats with primer of the manufacturers of distemper or as directed.

**iii) INTERIOR EMULSION PAINT:**

**a) MATERIALS:**

The emulsion paint and primers in general shall be of approved quality colour and shade.

**b) SCAFFOLDING:**

This shall be double as required and directed. If ladders are used, pieces of gunny bags or cloth bags shall be tied on their tops to avoid damage or scratches to the plastered surfaces etc. Proper stage scaffolding shall be erected when painting the ceilings.

**c) PREPARATION OF THE SURFACE: New Surface**

The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be leveled with Plaster of Paris or the surface shall be prepared as specified in bill of quantities and with filler prepared.

**d) PRIMING COAT**

The priming coat of the approved shade shall be applied over the completely dry surface in the manner as recommended by the paint manufacturer. The emulsion paint, in the priming coat, may be thinned down with 20% water or as recommended by the paint manufacturer. Turpentine or any other solvent shall not be used for thinning the paint

**e) APPLICATION OF EMULSION PAINT:**

The recommendation of approved paint manufacturer, whose product is used, shall be followed regarding the preparation of the surface and the application of the priming and finishing coat. The contractor shall arrange for technical assistance and supervision from the paint Manufacturer, during the execution of the painting work. After the priming coat has been applied and perfectly dried, all holes, scratches, if any shall be repaired as mentioned in preparation of surface and then the second coat of approved shade and manufacture shall be evenly applied and allowed to dry. Minimum 2 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Employer / Architect in 2 coats, contractor shall carry out additional coats of painting if after two coats painting has reached to the satisfaction of Bank, at contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or disfigure the various coats.

**f). RATES TO INCLUDE:**

Apart from other factors mentioned elsewhere in this contract, the rates for the item of plastic emulsion paint shall include for the following

- i. All labour, materials and equipment necessary to carry out the work.

- 
- ii. Supplying the approved emulsion paint for priming and finishing coats.
  - iii. Repairing the surface and applying one or more coats of approved quality filler for receiving the primer and finishing coats.
  - iv. Scaffolding including its erection, dismantling
  - v. Application of one primer coat and minimum two coats of finishing. If a proper and even surface is not obtained to the satisfaction of Employer/Architect, the contractor shall carry out additional coats of painting to approval at contractors expense.
  - vi. Protection to painted surface till dried and handed over
  - vii. Expense, if any for supervision and technical assistance supplied by the approved paint manufacturers.

**g) MODE OF MEASUREMENT**

The measurement shall be in sq.m. The mode of measurement shall as applicable to that for white washing.

**EXTERNAL ACRYLIC PAINT IF REQUIRED**

**a) Material:**

External acrylic paint shall be of approved colour & manufacture as per makes /brands shown in the list of material.

**b) Preparation of surface:**

Before painting is commenced on surface, all dirt, oil, grease, efflorescence and organic material shall be completely removed by sand papering and rubbing and there after all cracks, holes and surface defects shall be repaired with Birla White putty and allowed to set hard. All irregularities shall be sand papered smooth and wiped clean. The surface so prepared must be completely dry and free from dust before painting is commenced. In the case of the walls newly plastered special care shall be taken see that it is completely dry before any treatment is attempted.

**c) Application:**

The instruction of the makers shall be followed regarding the preparation of the surface and application of priming and finishing coats. Paint shall not be mixed in a larger quantity than is actually required for a day's work. Normal water should be used to prepare the mixture. Paint shall be applied in dry weather with broad stiff brush in long parallel strokes. The treated surfaces shall be allowed dry and harden, Second or succeeding coats shall not be applied until the preceding coat has been passed by the Employer/Architect. Two more coats of paint shall be given in exactly the same manner as the first one but only after the earlier coat laid has thoroughly dried.

**d) Rates of include**

Apart from other factors mentioned elsewhere in this contract, the rate of

---

providing paint shall include for the following:

- i. All labour, materials and equipment to provide paint.
- ii. Scaffolding, including erecting and removing.
- iii. Preparing the surface as stated above.
- iv. Applying 2 finishing coat of approved paint. If a proper and even surface is not obtained to the satisfaction of the Employer/Architect in the coats applied, the contractor shall provide additional coats of painting , at contractor's expenses.
- v. Curing as stated above.

f. Mode of Measurement:

Measurement shall be in square metre and as applicable to OBD. Nothing extra shall be allowed for painting on rough surface, for example, external sand faced plaster/rough cast plaster etc.

**MATERIAL:**

Stone aggregate, lime, sand, cement, Brick, Brick Aggregate and shall conform to previous chapters discussed elsewhere in the tender

China Mosaic shall be prepared from broken pieces of white glazed tiles. No pieces shall be larger than 40 MM and smaller than 10 MM in any dimension.

**21. OTHER ITEMS**

All materials to be used and workmanship for all the other items (not covered above) but taken and described in the BOQ including items beyond BOQ shall also be the best of its kind and shall be conforming to the CPWD specifications and latest Indian Standard Specifications in every respect and to the approval of the CANARA BANK Engineer / Architect.

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

All material shall be of approved quality, brands / makes as per list preferred makes and as per sample got approved from the CANARA BANK Engineer / Architect. A set of specimen samples of all approved materials shall be kept at site as well as in the office of the CANARA BANK Engineer / Architect. The cost of which shall be borne by the Contractor

## LIST OF APPROVED MAKE OF MATERIALS

S.No	Materials	Approved Manufactuers / suppliers.
1	Sand	River sand ( IS : 383)
2	Aggregate Size	20mm aggregate- (IS : 383)
2	Cement 53 grade OPC ( IS 8112: 1989/IS 12269 : 1987)	Coromandal/ Ultratech/Dalmia Vajram
3	Exterior Supercem paint/ White Cement paint/ Synthetic enamel paint / oil bound distemper/ Acrylic emulsion interior & exterior/ primer/ weather shield emulsion	Asian/ Nerolac/ J&N
4	Reinforcement Steel Fe 500D	Tata Tiscon steel/ "I" steel/ Visak
5	M.s. screws	Earl bihari/ GKW/ Nettle fold
6	Stainless steel	304 grade
7	UPVC and PVC pipes and fittings	Astral/ Finolex/ Supreme/Ashirvad
8	Gate valves	Neta/ Zolata
9	UPVC windows & ventilators	Fenesta / wintek / kommerling
10	Cables and Wires	POLYCAB, ANCHOR, FINOLEX & ORBIT.
11	Make of Switch's, socket's & fan regulator's	ANCHOR ROMA, L&T
12	Light Fittings	Philips, Wipro, Crompton
13	Plywood	Archid, Century, Greenply
14	Lamination	Merino, Sun Mica, Greenlam, Archidlam
15	Bricks	Burnt bricks with minimum strength of 35kg/cm2 (IS 3495: Part 1-4: 1992)

**NOTE:**

Any brands indicated under the items specifications in the schedule of quantities will prevail over the above indicated makes.

Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank.