

**PART - 1: TECHNICAL BID**



**Tender For Water Proofing & Civil Maintenance Works of Canara Institute of Bank  
Management, Manipal**

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**ISSUED BY**

Administration Section - Canara Institute of Bank Management  
Ananth Nagar 2nd Stage, 2nd Floor, Manipal, Karnataka - 576 104.

E-mail: [hostcadmin@canarabank.com](mailto:hostcadmin@canarabank.com)

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**  
**FOR WATER PROOFING & CIVIL MAINTENANCE WORKS OF CANARA INSTITUTE OF BANK**  
**MANAGEMENT, MANIPAL**

Canara Bank, a Corporate Body and a Premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertaking Act 1970, having its Head Office at 112, J.C. Road Bengaluru - 560002 and among others, having General Administration Section Premises & Estates, Circle Office Manipal- 576 104. The bank intends to Provide Water Proofing and Civil Maintenance Repairs to Canara Institute of Bank Management Admin Block and Hostel Block situated at Anathanagar Manipal, Karnataka. Sealed bids under two bids concept (Technical Bid and Financial Bid) are invited as described in this document. A Firm submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder.

**1) Details of the Tender :**

Name of the Work	Water Proofing & Civil Maintenance Works
Location of Work	Canara Bank, Canara Institute of Bank Management, Anathanagar, Manipal
Earnest Money deposit	₹90,000/- by way of Demand Draft of a Scheduled Bank drawn in favour of <b>Canara Bank CIBM, Manipal</b> payable at Manipal.
Issue of tender document	24.08.2022
Last Date for Submission of Pre-Bid Queries	01.09.2022 before 05.00 pm
Pre-bid meeting	03.09.2022 at 11.00 am
Last date of submission of Tender	14.09.2022 before 12.00 pm
Opening of Technical bids	14.09.2022 at 3.30 pm
Opening of Financial bids	Date & time will be informed to the qualified bidders through e-mail/ letter.
Period of completion	75 days from the date of agreement or commencement of works whichever is earlier.
Tender documents ( soft copy )	Can be downloaded free of cost from Canara Bank's web site & Central Public Procurement (CPP) portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> from 24.08.2022 till last date of submission <a href="https://canarabank.com/english/announcements/">https://canarabank.com/english/announcements/</a> & <a href="http://eprocure.gov.in">https://eprocure.gov.in</a>
Last date and time for submission of the tender	Sealed envelopes to be submitted on or before 14.09.2022 by 12.00PM to the office of:  The Divisional Manager,  Canara Bank, Canara Institute of Bank Management, Anathanagar Stage-II, Manipal.

## **2. ELIGIBILITY CRITERIA:**

The reputed firms/ companies who fulfill the following requirements are eligible to apply. The Vendor/ Companies/ Agencies having experience in the carrying out civil works in the commercial/residential building and who have executed such works are eligible to apply -

S.N	Criteria	Documents Required
1	The Bidder should be a registered one having a minimum of 5 years experience as on 31.03.2022 in carrying out civil works.	1. Work Order/ Work completion copies /certificates not older than 5 years from the date of this RFP. 2. Copy of Labour License issued by the Assistant labour Commissioner
2	The Bidder must have a minimum Annual Turnover of ₹90.00 lakhs during each of the last three financial years i.e. 2019-20, 2020-21, 2021-22.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant for the last three financial years i.e. 2019-20, 2020-21, 2021-22.
3	The bidder should have supplied / executed work during the last five (5) years ending with 31.03.2022 for at least One (1) order carrying out civil works in an order amount of ₹72.00 lakhs. OR Two (2) orders consist of carrying out civil works in an order amount of ₹45.00 lakhs. OR Three (3) orders consist of carrying out civil works in an order amount of ₹30.00 lakhs.	Work order copies and satisfactory completion certificates clearly indicating the cost & nature of work executed, date of commencement & completion issued by the Clients/ Consultants.
4	The Bidders desirous of quoting should have a registered office in Udupi-Dakshina Kannada Districts.	Declaration from the bidder of the company signed by the Competent Authority in the company letter headed with details of address of Office in Udupi- Dakshina Kannada Districts, Karnataka.
5	BLACKLISTING/DEBARREDNESS CERTIFICATE Bidders who have been debarred / blacklisted in other utilities in India will not be considered.	In this respect, the Bidders shall submit declaration as outlined in Appendix on their Company Letter headed paper duly sealed & signed.
6	The bidder must have Goods & Service tax registration number and PAN number.	Copies of the GST registration certificate and PAN card.

The Bidder should be able to provide qualified service for attending the problems if any during the Warranty/AMC period. The availability of services of the engineers at Manipal should be ensured.

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

1) Tender documents can be downloaded only from the Banks & Central Public Procurement (CPP) portal [www.eprocure.gov.in](http://www.eprocure.gov.in) website free of cost. The Tender documents shall be in 12 size font & A-4 size paper and neatly bounded (hard bound / spiral bound) in two separate books (i.e. Technical bid and Financial bid) and submitted as detailed in clause 10 below.

2) Tender documents consists of Notice Inviting the Tender (NIT), Eligibility criteria, General rules and Directions to Tenderers, General Conditions of contract, Special conditions, Safety code, **Annexures**, Schedule of Quantity (SOQ).

3) Tenders shall be on prescribed Form for item rate tenders as issued by the Bank / hosted by the Bank in website & Central Public Procurement (CPP) portal [www.eprocure.gov.in](http://www.eprocure.gov.in)

4) The site is ready for commencement of works.

5) Nature of the document: **TWO BID CONCEPT**. This Tender document comprises of the following :

**A. TECHNICAL BID: (first envelope)** consisting of following should be hardbound/spiral bound and submitted in separate envelope-

- a) EMD - Earnest Money Deposit
- b) Notice inviting tender (NIT).
- c) General Rules & Directions to contractor.
- d) Special conditions of the Contract.
- e) General Conditions of contract.
- f) Safety code.
- g) Annexures

**B. FINANCIAL BID (second envelope):** Bill of quantity (BOQ). Financial bid to be submitted in separate envelope.

6) **Submission and opening of Tenders :**

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

b) Sealed Tenders shall be addressed to **Divisional Manager, Canara Bank, Canara Institute of Bank Management, Ananthnagar Stage-II, Manipal - 576 104**. Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address.

c) If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender. The first part of tenders i.e. Technical bid will be opened on the same day and location of tender submission.

d) Technical bids will be evaluated based on the Bank's eligibility criteria's. Wherever contractors /agencies are submitting consolidated completion certificates, then the Bank may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria's. Bank's decision in this regard is final and shall be binding on all.

- e) The Financial bid of only the technically qualified / shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants. Lowest quoted tender (L1) will be arrived based on the evaluation of all the financial bids and after mathematical scrutiny and break rate analysis. Bank's reserves rights of accepting any and all the financial bids.
- 7) The tender shall be accompanied by earnest money deposit of **₹90,000/- (Rupees Ninety Thousand Only)** by way of Demand Draft of a Scheduled commercial Bank issued in favour of **Canara Bank, CIBM, Manipal payable at Manipal** or can also be submitted by way of irrevocable Bank guarantee from scheduled commercial Bank other than Canara Bank valid for **90 days with claim period of 30 days** in the format prescribed by the Bank. **EMD shall be submitted with the Technical bid only and should be kept along with cover containing the Technical bids.**
- Submission of EMD in the form of fixed deposit or in any other form is not acceptable and tenders with such EMD shall be rejected.**
- No interest shall be allowed on the Earnest Money Deposit (EMD). Tenders without EMD shall be summarily rejected. However, MSEs are exempted from paying EMD as per MSME Act 2012. For getting the benefits in case of MSE firms, contractors / agencies should submit exemption certificate issued from the relevant authorities.
- 8) Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned Office of the Bank.
- 9) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.
- 10) **The tenderer shall be responsible for arranging and maintaining at his own cost all materials, labour, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.**
- 11) Canara Bank reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 12) The tender for the works shall remain open for acceptance for a period of **90 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.

- 13) This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 15 days from the date of acceptance letter.
- 14) Canara Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the tenderer or are incomplete in any respect are liable to be rejected.
- 15) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

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

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

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be given in writing to the **Divisional Manager, Canara Bank, Canara Institute of Bank Management, Ananthnagar Stage-II, Manipal - 576 104** by the intending tenderers before 5:00 PM on 01.09.2022. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

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

Date	Time	Venue
03.09.2022	11.00 AM	Canara Institute of Bank Management, Ananth Nagar 2nd Stage, 2nd Floor, Manipal, Karnataka - 576 104

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

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

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

**17) Amendment to Tender document :**

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

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

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

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

**Date:**

**Divisional Manager  
Administration Section  
Canara Institute of Bank Management, Manipal**



**GENERAL RULES AND DIRECTIONS TO TENDERERS**

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

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

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

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

3. Receipts for payments made on account of a work, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the printed prescribed form stating what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the same form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work. Tenders shall have the name and number of the works to which they refer, written on the envelopes. Modifications to specifications, item description, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification of the tender.
5. **The rate quoted shall comply to the following :**
  - (a) The rate(s) and/or amount(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
  - (b) In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.
  - (c) The rate columns should be filled in English figures and English words.
  - (d) The rate and amount columns for alternative items, if any, shall be filled up but amounts shall not be added in the total. The amount of alternative items of which quantities are not mentioned shall not be filled.
6. In the case of any errors or omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.



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

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

8. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted for consideration, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being disqualified and rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
9. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any one tender.
10. The memorandum of work tendered for and the schedule of materials to be supplied by the Bank and their issue-rates, shall be filled in and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderers without having been so filled in and completed, he shall request the officer to have this done before he completes and delivers his tender.
11. The Tenderer shall take all necessary precautions to ensure that all confidential information which the Tenderer obtains in the course of participating in this Tender or at any time thereafter is not disclosed or used other than for the purpose of project execution / scope of work / deliverables. Tenderer shall suitably defend, indemnify Bank for any loss / damage suffered by Bank on account of and to the extent of any disclosure of such confidential information. Confidential information for this purpose refers to such information pertaining to Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain".
12. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount

of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

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

13. The contractor whose tender is accepted shall be required to furnish by way of **Initial security** a sum which shall be equal to 2% (two percent) of the accepted value of the tender including the Earnest Money Deposit, within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender, Demand Draft payable to the Canara Bank or by way of **Bank Guarantee from any other Scheduled Bank other than Canara Bank in the prescribed format** for the duration of the contract period and defect liability period. A further sum of 8% (eight percent) of the Gross value of each interim/final bill shall be deducted as retention money to make up, together with the Initial Security Deposit, a **total Security Deposit** equal to 10% on the first Rs. One lakh, 7.5 % on the next Rs. One Lakh and 5% of the remaining amount of the accepted value of the tender, subject to a **maximum of Rs.25 lakhs**.

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

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

GST or any other Tax, any royalties, duties, levies, cess, Entry Tax, octroi, Profession Tax, Turnover Tax or any other Tax on material in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in

respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. GST on works contract on finished works wherever applicable shall be paid by Bank as per extant rules. All charges payable to local bodies for any service connections for construction purposes, land tax, etc., shall also be paid by the contractor and nothing extra shall be paid/reimbursed for the same.

17. The contractor shall give a list of the Bank employees related to him with their places of posting and designations in prescribed Format.
18. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
19. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths, etc. The tenderer apart from being an approved Civil Engineering contractor (Building & Road) or in the panel of Nationalised Banks must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender. The names and details of such agencies shall be got approved by the Bank.
20. Errors and omissions due to clerical, typographical or printing etc., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the appropriate tender accepting authority of the Bank shall be final and binding.
21. Procurement of all materials, other than specifically stipulated to be issued by the Bank, if any, shall be at the cost and the responsibility of the contractor.

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

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

- 22.1 The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.
- 22.2 MSEs participating in Tender/RFPs and qualified for opening price bid, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE & such MSE shall be allowed to supply upto 20% of total Tender/ RFP value. In case of more than one such MSE, the supply shall be shared proportionately (to Tender/RFP quantity).
- 22.3 MSEs are also exempted from paying Tender/RFP fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per policy under clause 14.1. The purchase preference are furnished in **Annexure**.

22. Tenderer shall fill in all the blanks and put their signature and seal on each page of the tender documents. The successful Tenderer will have to enter into an agreement with each component of the Tender document with the Bank.
23. The tender drawings under this NIT are only indicative to broadly understand the scope of the works. The contractor shall carry out the works according to the workings drawings/ construction drawings issued by the Engineer in charge during the course of work from time to time. Tenderer/ Contractor is not eligible for any claim on account of any differences between the tender drawings and working drawings.

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**SPECIAL CONDITIONS OF THE CONTRACT:**

1. The scope of proposed works involves undertaking the civil works based upon the parameters furnished for carrying out the civil and interior works with its allied works etc. complete as per specification described in the Schedule of Quantities.
2. All the works as per the schedule of quantities (SOQ/BOQ) are to be undertaken at **Canara Institute of Bank Management Ananth Nagar 2nd Stage, 2nd Floor, Manipal, Karnataka - 576 104**. The building is Staff Residential Training College of Canara Bank. It will be necessary to undertake the works without creating noise /disturbances to the, trainees, staff, neighbor hood/adjoining buildings. The tenderers are required to keep this fact while quoting their rates. Duly considering this time constraints, the time for completion as indicted in notice inviting tenders is provided for.
3. The project involves execution of other related works like Electrical and air conditioning works etc. in the proposed floors area. Hence the responsibility of proper co-ordination with other agencies who are assigned with above mentioned works, rests with the successful tenderer of this subject work / contract.
4. **QUOTED RATES:**
  - (i) Contractor should note that, the tender is strictly on item rate basis and tenderers attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but few items may vary beyond 25% quantity and few items may not be even operated.
  - (ii) The quoted rates shall be inclusive of all type of taxes (income tax, work contract tax, Goods & Sales tax), octroi, excise duty, service charges, VAT, loading, unloading, transportation, lead & lift charges and all charges incidental to complete the assigned works in all respects as per tender specifications and terms & conditions.
  - (iii) If called upon by the Bank, detailed analysis of any or of all the items shall be submitted by the Contractor. In case there are variations in the rates for items of same/ similar specifications, in such cases, the lowest rate quoted shall be considered unless Bank finds that there is justification for such inconsistent rates and this shall be the basis for any assessing any other non-tendered items also.
5. **WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:** All dirt, waste and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of sub-contractors and special tradesmen to be cleared and carted away and all materials rejected by the Bank's representative to be removed and disposed off to BBMP approved dumping ground / area on. Internal cleaning shall be done on daily basis & clearing of the debris shall be as & when the accumulated quantity comes to one tractor load. Contractor's quoted rates shall be inclusive of the cost of this cleaning / clearing.

3. **Supply of electricity, water, use of lift, storage space etc:** The successful tenderer will be allowed to make judicious use of the existing facilities of electrical power, water supply, for carrying out the tender works at free of charge at one point. Within the work place, the contractor may make their own arrangement for safe keeping / storage of materials. Bank shall not provide any separate storage place for keeping the materials or for the site office and contractor shall be fully responsible for the safety of the materials, their labours.

**GENERAL CONDITIONS OF THE CONTRACT.**

**1. INTERPRETATION**

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

**Employer or Bank:** The term " Employer " or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by Divisional Manager, Administration Section , Canara Bank , CIBM, Manipal and any of its employees or representative authorised on their behalf.

**Architects:** The term "Architects" shall mean M/s ACE Technocrats Pvt. Ltd, Udupi, or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the Employer shall nominate for the purpose.

**Site Engineer:** The term "Site Engineer" shall mean authorised Engineer appointed by Architect or Bank for day-to-day supervision of works at site as per tender terms.

**Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean \_\_\_\_\_ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.

**Site:** The "site" shall mean the 2<sup>nd</sup> Floor Canara Bank Head Office Annexe, Manipal, where the renovation works are to be carried out..

**Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Architect/ Bank and such other drawings as may from time to time be furnished or approved in writing by the Architect/ Bank.

**Work / Works** shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

**Contract** means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced Schedule of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in, Appendices, Annexure or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**"Technical Specification"** means the specification annexed to or issued with this tender or detailed in the schedule of quantities.

**"Approved"** means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.



**'Market rate'** means the rate as prevailing in the market and recommended by the Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.

**"The Schedule of Quantities"** or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities with specifications as specified and forming part of this contract.

**"Act of Insolvency"** shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

## 2. SCOPE OF WORKS :

The work consists of **Water Proofing & Civil Maintenance Works of Canara Bank Institute of Bank Management, Manipal - Administration and Hostel Block** in accordance with the "Schedule of Quantities". Employer/Architects may in their absolute discretion issue further and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Architect/ Bank during the execution of the work.

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

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

No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

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

The whole work including all extra and additional items if any is to be completed within the period of completion as stated in Notice Inviting the Tender and the Contractor will be required, if necessary to work overtime to fulfill the Banks/Architect's instruction to complete the work by the stipulated date. No extra payment will be allowed on the quoted rates for such overtime work.

The existing passenger lifts will not be permitted for shifting of materials, debris etc.

### **3. TENDER**

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting.

The works will be paid for as "measured work" on the basis of actual work done on item rate basis and not as "lump sum" contract as per the rate quoted in the Schedule of quantities.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

In the case of items of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum rates as will be assessed to be payable by the Employer/Architects.

### **4. AGREEMENT , INDEMNITY BOND**

The successful contractor shall sign a Contract Agreement as per format enclosed as **Appendix 5** and shall pay for all stamps paper charges and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond as per format enclosed as **Appendix 6**.

The contract agreement and Indemnity bond shall be executed within **7 days** from the from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender.

### **5. PERMITS AND LICENCES**

Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The Employer may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of any controlled materials in due time on this account or according to his own requirements.

The Employer/Architects shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the contractor.

### **6. GOVERNMENT AND LOCAL RULES**

The contractor shall confirm to the provisions of all local laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The cost, if any, shall be deemed to have been included in quoted rates, taking into account all liabilities for licenses, fees. The tenderer shall indemnify the Employer against any such liabilities in compliance of the local acts, rules.

## **7. QUOTED RATES**

The rates shall be as per the Schedule of Quantities and include the following:

- (iv) The rates quoted by the contractor shall be held to include for providing all materials, testing of materials, labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, cutting, wastages, return of packing and all materials and labour and cleaning of work place, everything else necessary for the proper completion of each item of work including overheads and profits.
- (ii) The rates must include in their tender rates quoted for all duties royalties, cess, sales tax, VAT, service tax or any other taxes or local charges if applicable. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.
- (iii) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

## **FUNCTIONING BRANCH/ OFFICE - Timings of work - Cleaning of site on daily basis**

Wherever the works are carried out in functioning branch or office the timings of work shall be beyond the office hours as fixed by the Employer.

The works, all cuttings, waste materials, rejected materials and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work and at completion of **each days** work and to be cleared and carted away from the branch premises / site.

Contractor's quoted rates shall allow for the above factors also.

## **8. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. In case of increase it shall be as per the variation clause.

## **9. OTHER PERSONS ENGAGED BY THE EMPLOYER**

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

## **10. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY**

The tenderer will have to deposit the amount specified in the NIT at the time of submission of tender as Earnest Money deposit. No interest shall be paid on the Earnest Money deposit.

The successful tenderer to whom the contract is awarded will have to deposit as Initial security deposit a further sum to make up 2% of the value of the accepted tender including

the Earnest Money. The initial Security Deposit will have to be made within **7 days** from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. No interest shall be paid on the Initial security deposit.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill till the **total security deposit** ,( i.e., the initial Security Deposit plus the retention money) equals the amount mentioned below :

- a) 10% on the first rupees one lakh of the estimated cost of work.
- b) 7.5% on the next rupees one lakh of the estimated cost of work
- c) 5% on the remaining amount of the estimated cost of work.

The total security deposit amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of **defects liability period** provided he has satisfactorily rectified all the defects in accordance with the conditions of the contract. No interest is allowed on retention money & total security deposit.

#### **11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding.

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

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

The contractor shall at all times give access to **workers employed by the Employer** or any men employed on the premises and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders etc..in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

## 12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

**Time of completion:** The entire work is to be completed in all respects within the stipulated period stated in Appendix - 1.

The order to commence the works shall be given by the Bank only after depositing the Initial security deposit, signing of agreement, submission of Indemnity bond, submission of Insurance.

Time is the essence of the contract and shall be strictly observed by the contractor.

**Extension of Time:** If in the opinion of the Employer/ Bank the works were delayed for reasons beyond control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of the contract works.

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

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within **7 days** of the date of such request.

While granting extension, the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated time period and authorised extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under **Clause 13** hereof will become applicable.

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

**Progress of work:** The contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/ Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

## 13. LIQUIDATED DAMAGES

Time is the essence of the contract. The completion of the **works** is essential to comply with various requirements of the bank. Thus the contractor shall be aware and take note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under **Clause 12** hereof, the

Contractor shall pay the Employer the sum at the rate of **1%(one per cent) of the Contract Value per week of delay subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages"** for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

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

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

#### **14. PROTECTION TO WORKS, STORAGE**

**Protective Measures:** The contractor shall make suitable arrangements for watching and protecting the works and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

Contractor shall indemnify the Employer against any possible damage to the building, roads or members of the public in course of execution of the work.

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

**Storage of materials:** The contractor shall provide adequate protection of the materials, work etc., and also other work that may be executed on the site.

All offensive, inflammable materials shall not be stored in the premises.

#### **15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

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

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

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



**16. SETTING OUT WORKS**

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

**17. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS**

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi, VAT, service tax and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work.

The work must be done in the best workman like manner.

**Samples** of all materials to be used must be submitted to the Employer/Architects when so directed by the Engineer/ Architects and written approval from Employer/Architects must be obtained prior to placement of order for the material.

Before ordering any material, the Contractor shall get samples of the materials approved from the Bank/ Architect well in time. The samples of materials shall be got tested from approved laboratories at the contractor's cost before approval if ordered by the Bank/ Architect. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.

**18. REMOVAL OF IMPROPER WORK, RECTIFICATION, REJECTED MATERIALS**

The Employer shall during the progress of the work have power to order for removal of work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specifications or drawings or instructions.

All materials / or workmanship which in the opinion of the Bank are / is defective / not confirming to specifications / drawings or unsuitable, shall be removed immediately from the site and shall be substituted/ reworked with proper material and / or workmanship forth with as per drawings, specifications at the cost of the contractors .

In case the contractor refuses to comply with the orders of the Employer/ Architect, then the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor under this contract or any other contract. No certificate, which may be given by the Architects/ employer, shall relieve the contractor from his liability in respect of unsound work or bad materials.

**19 ACCESS**

Any authorized representative of the Employer/ architect shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials



are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

## **20. SITE ENGINEER**

The term 'Site Engineer' shall mean the person appointed and paid by the Employer/Architect to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials.

The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer.

## **21. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified staff and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

No labourer below the age of Eighteen years shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

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

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men

engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

## **22. DISMISSAL OF WORKMAN**

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

## **23. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.**

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. **The contractor shall submit an indemnity bond in Bank's approved proforma ( enclosed under Appendix-6 ) in a stamp paper. Indemnify the Bank / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.**

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

The contractor shall affect the necessary insurance and indemnify the Employer / Architect entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state and also the workmen/ labours / supervisors employed in the work. Insurance is compulsory and must be affected from the very initial stage before commencement of the work. .

The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

#### 24. INSURANCE

The Contractor shall, at his own expense insure the works, effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the Employer, for the full amount of the contract. The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer with **7 ( seven )** days from the date of receipt of the letter of acceptance of tender.

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, **effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with an Insurance Company approved by the Employer,** a comprehensive policy of Insurance and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor.

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

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

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to

produce to the Employer such policies. The Contractor shall not permit a sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

## 25 ACCOUNTS RECEIPTS & VOUCHERS

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

## 26 . MEASUREMENTS

All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere in this document. Before taking any measurement of any work the Site Engineer/ Architect/ employer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

## 27. CONCEALED WORK

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

## 28. INITIAL & INTERIM PAYMENTS

**Initial Mobilization Advance:** No mobilization advance will be considered by Bank.

**Running Bill payments:** All bills shall be prepared by the contractor in the form prescribed by the Employer/ Architects. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in the **Appendix-1**. The bills in proper forms must be duly accompanied by detailed measurements & test certificate in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Architects shall issue a certificate after due scrutiny of the contractor's bill stating the value of the work executed , amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificate stated in the **Appendix-1** subject to its correctness and verification by Employer .

The amount stated in an interim certificate shall be the value of work properly executed and material advance upto 75% of invoiced value of materials brought to site for permanent incorporation into the work after preparation of the previous bill less the amount to be retained by the Employer as **retention money vide clause 10** of these conditions. Advance paid for materials already incorporated in the work shall be recovered.

**The material advance** shall be admissible only on materials, which in the opinion of the Architect/ employer are imperishable in nature, are genuinely required for use in the work in the near future, are of the required quality and are adequately protected against damage, theft, loss etc.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. In all the above the **Appendix 2, 3 & 4**, shall be followed.

## **29. FINAL PAYMENT**

The final bill shall be submitted by the contractor to the Architect within one month of the date of completion of the work certified by the Architect and payment shall be made within **one month** for such of those items and quantities that in the opinion of the Employer are undisputed.

Payments of final bill shall be made after deduction of Retention Money as specified in **clause 10** of these conditions, which sum shall be refunded as stipulated in **Clause 10**. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

## **30. VARIATION / DEVIATION**

The Employer shall have powers to order additional /non-tendered items or to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing.

The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up-to variation of 25%.

For variation beyond 25%, the rate may be reviewed based on prevalent fair price of labour, materials and other components as per the rate analysis format given in **Appendix-7**. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 7 days of being directed to execute such items/quantities and the Employer/Architect shall assess the analysis and approve reasonable and justified rate.

No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer / Architect.

### 31. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/Architects has to be obtained in writing.

### 32. COMPLETION OF WORK

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures, furnitures etc of all paint/polish/distemper splashes/dirt/dust / adhesives etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings.

On receipt of such written intimation from the contractor on completion of the work, the Architect/ Employer shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Architect/ Employer shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection.

The work shall not be considered as complete until the Employer/Architects have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate

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

### 33. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects which may appear during the defect liability period of **one year from the date of completion of the works.**

In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under **clause No.10** under this contract or any other contract together with any expenses the Employer may have incurred in connection therewith.

### 34. IDLE LABOUR

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



### 35. ASSIGNMENT

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

### 36. ESCALATION:

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

**The basic rates indicated in Schedule of quantities for material is only to facilitate the Bank to select the material.**

### 37. SUSPENSION OF WORK

If the Contractor:

- (i) Having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or,
- (ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the bank; or
- (iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank or
- (iv) fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Bank ; or
- (v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or
- (vi) If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default,

In all the above , the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.



After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in **clause 38** (Termination of Contract by Employer).

### **38. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the

said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

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

### 39. ARBITRATION

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

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

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

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

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

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

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory

modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

#### **40. CLOSE RELATIVES**

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or himself and who are near relative to any Employee of the Canara bank. Any breach of these conditions by the Company or Firm or any other person/ contractor, the tender/work is liable to be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The Bank will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person is also liable to be debarred for further participation in the tenders in the concerned circle of the Bank. The details shall be furnished in **Appendix 8**.

#### **41. RETIRED EMPLOYEES**

No Employee of the employer or employed in any department of the Government of India, PSU , Nationalized/ state bank shall work as a contractor or employee of a contractor for a period of two years after his retirement from service without the previous permission of their employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of their employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be. The details shall be furnished in **Appendix 8**.

Signature of the Tenderer  
With name and address

## **SAFETY CODE**

### **Scaffolds**

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

### *Other Safety Measures*

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

### **Demolition**

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

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

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

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

Witness

Signature of Contractor  
Address:

**APPENDIX: TIME SCHEDULE**

- |    |  |   |
|----|--|---|
| 1  | Period of Completion                               | : 75 DAYS INCLUDING HOLIDAYS, SUNDAYS FROM THE DATE OF HANDING OVER THE POSSESSION OF SITE.                           |
| 2  | Defects Liability Period (DLP)                     | : 12 (Twelve) months from the date of Completion of work  |
| 3  | Date of Commencement                               | : From the date of HANDING OVER THE POSSESSION OF SITE  |
| 4  | Liquidated Damages for Delay                       | : As mentioned in the Clause no.13  |
| 5  | Period of final measurement                        | : 30(Thirty) days.  |
| 6  | Value of work for Interim Certificate (Clause 32)  | : Minimum of ₹20 (Twenty) Lakhs   |
| 7  | Period of honoring interim Certificate (Clause 32) | : Total 15 working days. 7 working days for Architect to certify and another 7 working days for Bank to make payment. |
| 8  | Period of honouring Final Certificate (Clause 33)  | : 30(Thirty) working Days.  |
| 9  | Retention Money (Clause 12)                        | : 8% of Interim Bill amount subject to the ceiling of the total security deposit                                      |
| 10 | Total Security Deposit (Maximum)                   | : As per clause no. 10 of general conditions of contract  |
| 11 | Initial Security Deposit including EMD             | : 2% of Contract sum  |
| 12 | Earnest Money Deposit                              | : ₹90,000/-   |
| 13 | Tender validity period                             | : 90 days   |

**BIO DATA OF THE TENDERER**

1. (a) Name of the Tenderer :  
Address :  
  
Telephone No. :  
Office :  
Residence :  
Mobile :  
Fax :  
E-Mail :  
  
(b) Address of office :
2. a) Status of the Firm(Whether company/  
Partnership / proprietary) :  
  
b)Name of the Proprietor/ Partners/ Directors  
(With professional qualifications, if any):  
  
I)  
  
II)  
  
III)  
  
c) Year of establishment :
3. Whether registered with Registrar of  
Companies/ firm. If so, No. & Date :
4. Registration with Tax Authorities :  
  
a) Income-tax No. PAN;  
(Furnish copies of Income-tax returns)  
  
b) GST Registration Number :  
(Furnish the latest copies of the returns filed)  
  
c) Authorized Dealer/ OEMs certificate if available  
  
d) Labour License certificate if available :
5. Names of the Bankers with address :  
  
I)  
II)



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

Sl.No.	Year	Turnover
1	2019-20	
2	2020-21	
3	2021-22	

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

7.

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

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

1)

2)

9. Details of the works executed during the last 5 years prior to 30.09.2022 to meet Eligibility Criteria.

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

10. Key personnel permanently employed in your organization:

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

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

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

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

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

**DECLARATION:**

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

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

**FORMAT FOR RATE ANALYSIS OF EXTRA / NON TENDERED ITEMS**

I. MATERIAL

1. Basic Cost of Material - Rs. \_\_\_\_\_  
2. Wastage - 5% - Rs. \_\_\_\_\_

II. Labour: As per Standard - Rs. \_\_\_\_\_  
Labour output and labour input required for the Particular item using quoted labour rates.

III. Machinery / Tools - Rs. \_\_\_\_\_  
Inputs of Machinery / Tools requirements as per the item and hire charges as per market.

**TOTAL (I) + (II) + (III)** \_\_\_\_\_

Tax Liability

[as per contractual clauses will be added] - Rs. \_\_\_\_\_

V. Add - ½ % for water charges - Rs. \_\_\_\_\_

½ % for Electricity - Rs. \_\_\_\_\_

VI Any other Expenditure (please specify)

**TOTAL** \_\_\_\_\_

Contractor Profit & OH - 15% - Rs. \_\_\_\_\_

**GRAND TOTAL** - Rs. \_\_\_\_\_

TDS will be deducted as per standard norms.

**MANUFACTURER'S AUTHORIZATION FORM**

No. \_\_\_\_\_.

Dated. \_\_\_\_\_

To

The Divisional Manager,  
Canara Bank  
Administration Section  
Canara Institute of Bank Management  
Manipal

Dear Sir,

RFP Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for RFP offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for the equipment and services offered against this invitation for RFP offer by the above firm and will extend technical support for a period of 5 years from the date of submission of this RFP.

Yours faithfully  
(Name)  
For and on behalf of

M/s \_\_\_\_\_

(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

### CONTRACT AGREEMENT FORMAT

This agreement made on this \_\_\_\_\_ day of the month of \_\_\_\_ in the year two thousand Twenty Two (\_\_\_\_. 2022) 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 **Canara Institute of Bank Management, Manipal** 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 \_\_\_\_\_.2022 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 , Appendix 1 to .. , Priced schedule 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

**INDEMNITY BOND FORMAT**

THIS DEED OF INDEMNITY BOND executed at Manipal on this \_\_\_\_\_ day of \_\_\_\_\_ month of year two thousand and twenty two (2022) 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.

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, Head office 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

**Bank Guarantee Format for Earnest Money Deposit**

To  
The Divisional Manager,  
Canara Bank  
Canara Institute of Bank Management  
Manipal

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

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

THE CONDITIONS of this obligation are:

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

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

Notwithstanding anything contained herein

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2022

SIGNATURE & SEAL OF THE BANK



### BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

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

To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
5. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. ....  
(Rupees ..... only)
  - (ii) This Bank Guarantee is valid upto ..... and
  - (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE

**UNDERTAKING LETTER IN YOUR LETTER HEAD WITH TECHNICAL BID**

To,  
The Divisional Manager,  
Canara Bank  
Canara Institute of Bank Management  
Manipal

**SUBJECT: Tender For Water Proofing & Civil Maintenance Works of Canara Institute of Bank Management, Manipal dtd 14.09.2022**

Dear Sir,

This has reference to your above RFP published in your banks website and CPPP web site.

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 offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder with seal

**(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)**

**Ref: Tender For Water Proofing & Civil Maintenance Works of Canara Institute of Bank Management, Manipal dtd 14.09.2022**

I / We hereby declare that I / We have not been banned or blacklisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal

### **PURCHASE PREFERENCE**

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

#### **1. Micro & Small Enterprises [MSEs]:**

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) **for the item** under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
  - 1.1.1. District Industries Centres or
  - 1.1.2. Khadi Village Industries Commission or
  - 1.1.3. Khadi & Village Industries Board or
  - 1.1.4. Coir Board or National Small Industries Corporation or
  - 1.1.5. Directorate of Handicrafts & Handloom or
  - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- 1.3. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.4. The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.
- 1.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- 1.6. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

1.7. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.

## **2. Startup:**

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- 2.3. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

## **3. Procurement through Local Suppliers (Make in India):**

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

- 3.1. "Local Supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- 3.2. The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- 3.3. For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
  - 3.3.1. In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
  - 3.3.2. In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:

- 3.3.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- 3.3.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case, some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 3.3.3. In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
  - 3.3.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
  - 3.3.3.2. If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.
  - 3.3.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- 3.4. Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- 3.5. The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- 3.6. The Bidder quoting value upto Rs. 10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.



- 3.7. If Bidder is quoting more than Rs. 10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- 3.8. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.9. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.10. **Ministry of Electronics and Information Technology (MeitY):**  
In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has notified ten (10) electronic products vide reference F.No.33(1)/2017-IPHW dated 14.09.2017.
  - 3.10.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in MeitY Form-1.
- 3.11. **Department of Telecommunications (DoT):**  
In furtherance of the Public Procurement (Preference to Make in India) Order 2017, Department of Telecommunications, Ministry of Communications, Government of India has notified Thirty-Six (36) Telecom Products, Services and Works vide reference No. 18-10/2017-IP dated 29.08.2018.
  - 3.11.1. Domestic Manufacturers are required to indicate the domestic value addition/Local Content in terms of Bill of Material (BoM) for the quoted products, in terms of aforesaid guidelines, in their bid. Bidders, claiming to bid in the status of domestic manufacturer/local supplier on behalf of domestic manufacturer are also required to give an undertaking in the format as given in DoT Form-1.
- 3.12. Canara Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
4. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

5. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
6. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:
  - 7.1 Public Procurement Policy for MSE 2012
  - 7.2 Purchase Preference linked with Local Content (PP-LC).

**APPENDIX**

**APPROVED BRANDS & MATERIALS**

Unless otherwise mentioned specifically, the contractor should get the approval of the Bank before using the materials. All makes/ brands shall be BIS marked wherever applicable and shall be of the First Quality. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done only after prior approval of the Bank. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained.

S.No.	Materials	Approved Make / Brands
<b>A</b>	<b>Civil works</b>	
1	Cement	P.P.C/ O.P.C. Grade 43 Ultra tech, Birla, ACC
2	Bricks	Ordinary clay bricks of any brand.
3	Syporex brick blocks	Shirke or equivalent
4	Polymer Latex, Rust Removers, Rust Passivator Plasticiser, Bonding solution and Crack filler	Sunanda, Fosroc, M.C. Bauchemie, Krishna Con chem., Pidilite
5	Waterproofing compound	Sunanda, Fosroc, M.C. Bauchemie, Krishna Con chem, Pidilite
6	White Cement	Birla, J.K. White
7	Wall putty	Biral, J.K.
8	G.I. pipes	Tata 'C' class only
9	CPVC/ UPVC pipes	Finolex, Astra, Supreme
10	G.I. fittings	R brand, Zoloto, Unique
11	Fixtures for CPVC/ UPVC pipes	Finolex, Astra, Supreme
12	Cement based paint	Snowcem, Nitcocem
13	Acrylic paint	Asian paints Apex, Snowcryl XT
14	Enamel paint/ OBD	Asian, Nerolac, berger
15	Tiles/ vitrified tiles	Johnson, RAK, Kajaria, Regent (Premium quality only)
16	Ceramic tiles	Johnson, Nitco, Kajaria, Somany, Regent
17	Sanitaryware	Hindware, Parryware
18	Plumbing fixtures	Jaguar - Continental or equivalent in Marc
19	Stainless Steel Sink	Hindware, Nirali, Butterfly, Parryware, Frankie

B	Furnishing work	
1	Aluminum sections	Extruded sections of Jindal, Hindalco, Indal
2	PVC Flooring	Premier vinyl, Krishna Vinyl
3	Glass	Asai, Modi, Saint Gobain
4	Door closers, Floor Spring	EVERITE, Hyper, Dorma
5	Gypsum Board	INDIAN GYPSUM LTD., Saint gobain, Diaken
6	Mineral fibre False Ceiling Tiles	Armstrong, AMF, Daiken, Ecophan - Gyproc
7	Particle board (exterior grade)	Ken board, Euro board
8	Plywood (Marine ply) / Veneer	Samrat, Century, Archid, green
9	Veneer (natural) - 4 mm thk	Samrat, Century, Archid
10	Laminates ( 1mm thk only)	Century Mica, Formica, Greenlam, Merino
11	Adhesive	FEVICOL, vamicol, araldite
12	Hardware	Godrej, Ebco, HAFELE, Ketch
13	Locks	Godrej, ketch, windor
14	Sliding channels	Earl Bihari, Everite
15	Wood Preservative	Asian, BISON of BRITISH PAINTS
16	Venetian Blinds, rolls	VISTA LEVOLOR, Mac, Hunter Douglas
17	Sun control film	GARWARE
18	Hinges, Tower Bolts, Handles	BRASS OXIDISED/EPOXY POWDER COATED (HEAVY DUTY) WITH STEEL PIN
19	Aluminium Composite Panel	Eurobond, Alcobond, Durabuild
20	Teak wood	First Quality teak wood

NOTE: Any brands indicated under the items specifications in the bill of quantities will prevail over the above indicated makes. Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank and Architect.

**SIGNATURE OF THE TENDERER**

**SIGNATURE OF THE CONTRACTOR**

### **BILL OF QUANTITIES**

The bill of quantities shall be read in conjunction with the drawings, Conditions of and Specifications as these documents are jointly explanatory and descriptive of the works included in the Contract.

General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities, reference is to be made to the other documents for information.

The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the contractor. The quantities in the Bill of Quantities are an estimate of the amount of work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Engineer.

Where price have been entered against Lump sum items, payment for such affected items shall be made in proportion to the extent of which at the time of billing, works have been done at the discretion of the Engineer.

‘Providing and Fixing’ / ‘Providing and Laying’ / Providing and Erecting’ shall mean that the contractor has to provide such materials not being procured and borne by the Employer, but which are required for the item and if no material need be provided by the Contractor, the rate shall be on for fixing/ laying/ erecting of the component covered in the item.

The work also includes separating and stacking serviceable material anywhere in the compound as directed and lowering and carting away all unserviceable material debris from the site.

The acronyms used in the Bill of Quantities.

Sqm	Square meter area
m/ rmt	Running meter
Kg.	Kilogramme
LS	Lumpsum
Nos../ No	Numbers
Architect/ consultant	Architect/ Bank Engineer

**PART II - FINANCIAL BID**

**PART - CIVIL WORKS**

(To be Submitted in Separate Cover)

PART - II: FINANCIAL BID					
SOQ Civil Repairs and Tile Roof Works Canara Institute of Bank Management, Ananthanagar Manipal					
SI.NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Extra for washing the wall surface spoiled by smoke, soot, with clear water before sand papering the A80surface smooth including necessary repairs to scraches including cost of material, labour, complete as per specifications.(as per Karnataka PWD SR 2021-22 Vol 2 SI No 20.52 page no-179)- INTERNAL AND EXTERNAL WALLS	Sqm	2,500.00		
2	Finishing walls with water proofing cement paint of required shade :Old work (one coats applied @ 2.20 kg/10 m <sup>2</sup> ) over priming coat of primer applied @ 0.80 litrs/10 m <sup>2</sup> complete including cost of Priming coat including preparing the surface after thoroughly cleaning the surface to remove all dirt, dust and foreign matter, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.(as per Karnataka PWD SR 2021-22 Vol 2 SI No 8.72.1 page no-52)- HOSTEL BLOCK	Sqm	180.00		
3	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre as per specifications and as per directions of Engineer in charge..(as per Karnataka PWD SR 2021-22 Vol 2 SI No 8.55.2 page no-51)- EXTERNAL WALLS	Sqm	2,320.00		
4	Finishing walls with Acrylic Smooth exterior paint of required shade : Old work (Two coat applied @ 1.67 ltr/ 10 m <sup>2</sup> ) on existing cement paint surface including preparing the surface after thoroughly cleaning the surface to remove all dirt, dust and foreign matter, cost of materials, labour complete as per specifications and as per directions of Engineer in-charge.(as per Karnataka PWD SR 2021-22 Vol 2 SI No 8.74.1 page no-53)- EXTERNAL WALLS. Preferred Make: Asian Paints Apex Ultima or Equivalent	Sqm	2,320.00		
5	Removing and resetting Mangalore tiles and replacing broken ones wherever necessary including cost of materials, labour, HOM complete as per specifications. (excluding cost of new tiles).. (as per Karnataka PWD SR 2018-19 SI No 37.23 page no-268)- WITH FABRICATED ROOF	Sqm	325.00		

6	Removing and resetting Mangalore tiles and replacing broken ones wherever necessary including cost of materials, labour, HOM complete as per specifications. (excluding cost of new tiles).. <b>(as per Karnataka PWD SR 2018-19 SI No 37.23 page no-268)- WITH WOODEN PURLINS</b>	Sqm	5,185.00		
7	Mangalore tiles 20 mm thick <b>(as per Karnataka PWD SR 2021-22 Item No 346 page no-A-22)</b> . where ever required to replace broken tiles (approximately 3000 nos considered)	Nos	3,000.00		
8	Supplying of new Sal wood battens size of 50mmx 30mm in roof including making good the holes in walls, removal of rubbish to the dumping round with a lead upto 50m including cost of materials, labour, complete as per specifications. <b>(as per Karnataka PWD SR 2021-22 SI No 20.75 page no-181) where ever required to replaced damaged old reepres ( approximately 500 m considered)</b>	sqm	25.00		
9	Providing and laying water proofing treatment to the Roof with PU based single component elastomeric pure polyurethane based coating on Existing terrace cold applied PU waterproofing membrane that is highly elastic with elongation greater than 400% and tensile strength greater than 2MPa as per ASTM D412. The waterproofing membrane to be applied in 2coats @ 1.6kg per m2 to achieve final DFT (dry film thickness) of 1mm including prime coat of epoxy primer @150 g per m2 and protection with 120gsm Geo-textile over the waterproofing membrane. The finished cost to include surface preparation, making coving at Junction, Bore Packing, treatment of construction joints Completely as per specification & with a 10 years warranty on product & work from certified manufacturers as per the direction of the Engineer In charge. <b>(as per Karnataka PWD SR 2021-22 Vol 2 SI No 15.1 page no-134)- ROOF WATERPROOFING</b>	Sqm	6,210.00		
10	Providing and laying water proofing treatment to the Water tanks & Liquid Retaining structures with two component acrylic polymer modified cementitious waterproofing membrane with minimum elongation of 50% applied @ 1.5 kg/m2 for internal side waterproofing in two layers with waiting period of 4-6 hrs per layer and food grade epoxy coating in two coats certified by CFTRI Mysuru, including surface preparation completely as per specification & with a 10 years warranty on product & work from certified manufacturers as per the direction of the Engineer In charge. <b>(as per Karnataka PWD SR 2021-22 Vol 2 SI No 15.6 page no-134)- GUTTER ROOF WATERPROOFING</b>	Sqm	1,940.00		



11	Applying priming coat: With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works including preparing the surface after thoroughly cleaning oil, grease, dirt and foreign matter, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge..(as per Karnataka PWD SR 2021-22 Vol 2 SI No 8.34.3 page no-47)- for Fabricated Roof and 50% area considdred for painting.	Sqm	162.50		
12	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :One coats on old work as per specifications and as per directions of Engineer in charge. .(as per Karnataka PWD SR 2021-22 Vol 2 SI No 8.64 page no-52)	Sqm	162.50		
		TOTAL EXCL GST			
		GST			
		GRAND TOTAL			