



CANARA BANK RELIEF & WELFARE SOCIETY

27th cross, Banashankari 2nd Stage, Bengaluru - 560 070, Karnataka State.

Phone : 080-26718067, Mobile: 99865 88100,

E-mail: gmcbrws@gmail.com, Web: <https://mathruchhaya.net>

TENDER REFERENCE NO	: CBRWS:TENDER:01/2026-27
NOTICE TYPE	: DOMESTIC TENDER NOTICE
AUTHORITY TYPE	: SOCIETY
Date of Issue	: 23/07/2026

DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF NEW ELDERS HOME FOR CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] AT 27TH CROSS, BANASHANKARI 2ND STAGE, BENGALURU - 560 070, KARNATAKA STATE.

Contact:Sri. K S S KAMATH, GENERAL MANAGER, CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS], Mobile- 9986588100 for any assistance / to reach the site.

SEALED TENDERS TO BE SUBMITTED AT (HARD COPIES ONLY)	: THE HON. SECRETARY, CANARA BANK RELIEF & WELFARE SOCIETY Sevakshetra Hospital Campus, 27thCross, Banashankari 2nd Stage, Bengaluru - 560 070, Karnataka State
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Phone	: 080-26718067, Mobile: 99865 88100
E mail	: gmcbrws@gmail.com

DATE OF PRE BID MEETING	: 30/07/2026 at 11.00 A.M.
LAST DATE FOR SUBMISSION OF BIDS	: 17/08/2026 BEFORE 3.00 PM
DATE OF OPENING OF TECHNICAL BIDS	: 17/08/2026 AT 03.30 PM

ESTIMATED AMOUNT	: Rs. 800.00 Lakhs Excluding GST
EARNEST MONEY DEPOSIT	: Rs.8.00 Lakhs (Rupees Eight Lakhs only)

ISSUED BY	: THE HON. SECRETARY, Canara Bank Relief & Welfare Society, 27th Cross, Banashankari 2nd Stage, Bengaluru - 560 070, Karnataka state
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E mail	: gmcbrws@gmail.com

IMPORTANT INFORMATION

1. The Tender is based on item rate contract basis. The estimated cost indicated in the tender is excluding GST and it is only indicative. The bidders are required to work out the individual rates after visiting the work site, understanding all the terms & conditions, tender drawings of Technical bid and items, technical specifications in the financial bid. The individual items rates to be quoted should be excluding of GST but inclusive of TDS, contractor's profit, overheads, incidental charges, materials cost, labor cost, wastage, transportation, lead, lift etc. The L1 bidder will be arrived based on the total amounts quoted excluding GST component.
2. The Society is not a Central or State Govt entity but a private Trust/Society formed to provide affordable hospital care & welfare programmes and it is clarified that the subject construction project comes under the category of Composite supply of works contract as defined in clause 119 of Section 2 of CGST act and as per this present GST is 18% (eighteen percent). However as & when the bills are claimed by the successful bidder, GST percentage prevailing at that time will be considered as per Government guidelines.
3. A checklist shall form part of the tender and shall be submitted along with tender document furnished in the Annexure.

The Tender Document consists of the following;		
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18	ANNEXURE - 8 - CHECK LIST	97
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	FINANCIAL BID (GIVEN IN SEPARATE PDF FILE)	
20	Schedule of Quantities (SOQ) - Main Building works, Plumbing & Sanitary works, Electrical works & internal Roads and Pavement works. Bid for Demolition	



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INTRODUCTION AND NOTICE INVITING TENDER

CANARA BANK RELIEF & WELFARE SOCIETY, is a registered Society and an autonomous body established in the year 1961 registered under the Societies Registration Act, hereinafter known as CBRWS. The activities of the CBRWS are governed by its Governing Council. The CBRWS undertakes extending affordable hospital care through its wing Sevakshetra Hospital and other charitable and welfare programmes through its wing Mathruchhaya. Both the wings are situated in the same campus in the above mentioned address which is also the registered office of the Society.

Among its activities the CBRWS has initiated the project of constructing new Elders Home at its campus by demolishing the existing day care building, details of which are furnished in the tender documents hereafter.

In this regard, an Architect Firm namely M/s. Keerthi Consultants has been appointed and a plan approval has been obtained from Bangalore Development Authority.

Accordingly, CBRWS now intends to invite competent financially sound and reputed contractors who have exposure of construction works in **Bangalore** by way of an open tender system, details of which are fully furnished in the tender documents. The Tenderers who fulfill the prequalification (eligibility) criteria are invited to participate in the Tender on item rate basis in "TWO BID CONCEPT" for the work of demolition of existing earmarked building and construction of new Elders Home comprising Civil Works, Plumbing & Sanitary works, electrical works including obtaining service connections and electrical power connection and statutory approvals from Government Agencies. **No joint venture is allowed.**

Place: Bangalore
Date: 23/07/2026

Hon. Secretary
Canara Bank Relief & Welfare Society

NOTICE INVITING TENDER

Canara Bank Relief & Welfare Society (CBRWS) invites sealed tenders for carrying out the said work and for the purpose of understanding various nomenclatures used, the following are defined.

1) Definition:

- A) “Tenderer / Bidder/ Contractor” is the Firm/ Company/ Individual who submits the tender for the subject work.
- B) Employer / CBRWS/ Accepting Authority, for the purpose of this tender is the Hon. Secretary or General Manager of Canara Bank Relief & Welfare Society, hereinafter known as CBRWS.
- C) Architect means M/s. Keerthi Consultants and their authorized representative.
- D) Project/Work/Site means demolition and proposed construction work at the campus of CBRWS.

Which are fully described in the general conditions of contract.

2) Brief details of the work:

The proposed project consists of demolition of existing day care building and construction of new building comprising of Stilt+G+3 floors framed structure (foundation provision for additional two floors) with all services as per the drawing and schedule of quantities including obtaining water supply, sanitary, electrical connections, electrical power load and permissions from respective Civic authorities & concerned state power Distribution Company or any other authority, to conclude the completion of works and make it habitable. The work also includes the Contractors to obtain commencement certificate from the competent authorities and also in obtaining Occupancy certificate as proof of completion of works.

3) Details of the Tender:

Name of the Work	New Elders Home having about 44 residential rooms.
Location of Work	“CANARA BANK RELIEF & WELFARE SOCIETY, SEVAKSHETRA HOSPITAL CAMPUS, 27 TH CROSS, BANASHANKARI 2ND STAGE, BENGALURU - 560 070, KARNATAKA STATE”.

Estimated cost of the works	Rs. 800.00 Lakhs (approx.) Excluding GST.
Earnest Money deposit	Rs.8.00 lakhs (Rupees EIGHT Lakhs only) by way of demand draft of a Scheduled Commercial Bank drawn in favour of <i>"CANARA BANK RELIEF & WELFARE SOCIETY payable at Bangalore."</i>
Period of completion	18 months from the date of issue of Work Order (EIGHTEEN months including demolition period and monsoon period)
Issue of Tender documents	23/07/2026. It shall be hosted on website of the Society:
Last Date for submission of Pre-bid queries	28/07/2026 by email only.
Pre bid meeting	30/07/2026 at 11.00 AM at Administrative Office, CANARA BANK RELIEF & WELFARE SOCIETY, 27 TH CROSS, BANASHANKARI 2ND STAGE, BENGALURU - 560 070, KARNATAKA STATE".
Tender documents	Can be downloaded free of cost from CANARA BANK RELIEF & WELFARE SOCIETY web site, https://mathruchhaya.net till last date of submission.
Last date and time for submission of the filled in tenders	Sealed Tenders by way of hard copy to be submitted on or before 17/08/2026 upto 03.00 PM. Notwithstanding this instruction, CBR&WS reserves the right to e-tendering and shall be conveyed during the pre-bid meeting and its modalities. However a hard copy also has to be submitted concurrently on or before the schedule date.
Date and time of Opening of the Technical bids	17/08/2026 at 03.30 PM
Date & Time of opening Financial bids	Date & Time will be informed to the qualified bidders through E mail / website.

- 4) **Eligibility Criteria for Pre-Qualification** : Contractors who fulfill the following requirements are eligible to apply.

No joint ventures allowed.

Sl No	Criteria	Documents Required
1	The bidder should be a Class-1 Contractor registered with CPWD or State PWD or such other Government organizations. OR Bidder who has executed works for PSU's/ PSB's/reputed companies/ organizations.	A copy of valid registration certificate from respective authorities.
2	The bidder should have minimum of 05 (Five) years' experience in the construction of residential building, hospitals / hospitality sector.	Copy of Registration of the Firm or Copy of certificate of incorporation prior to 31.03.2021.
3	Bidder should be PROFIT (NET) earning Firm/Company having a minimum annual average turnover of Rs.12.00 Crore during last three financial years on account of construction of building activities i.e 2022-23, 2023-24, 2024-25 and shall also submit provisional P&L statement for the year 2025-26.	Audited balance sheet and P&L account for years mentioned including provisional P&L statement for the year 2025-26 from Chartered Accountant. And Income Tax Returns for the years 2022-23, 2023-24, 2024-25.
4	The bidder should have executed and completed any of the following construction work in a single contract during the last five (5) years ending with 31.03.2026 as detailed below, in which atleast one similar building in Bangalore. Work shall be; a. One (1) similar works* costing Rs.6.40 crore excluding GST of 22,000 Sqft. OR b. Two (2) similar works* each costing Rs.4.80 crore excluding GST of 17,000 Sqft each. OR. c. Three (3) similar works* each costing Rs.4.00 crore excluding GST of 14,000 Sqft each. Of the above atleast one work should	Satisfactory work completion certificates from clients clearly indicating the cost & nature of works executed and date of completion.

	have been executed and completed in Bangalore. Note: Similar work means construction of residential building, hospitals / hospitality sector, consisting of civil, electrical and plumbing & sanitary works.	
5	The contractor must have valid Goods & Service tax (GST) registration at Bangalore and PAN number.	Copy of the GST registration certificate and copy of PAN card.
6	The Contractor should have their Head Office / Registered Office in Karnataka State and either their Head office or branch office should be in Bangalore city for operational convenience.	Documentary proof (address proof/ lease agreement) shall be submitted. Copy of GST registration with address.
7	The Contractor should have executed one qualifying work of at least Rs. 4.00 crore in Bangalore Urban Agglomeration limits as detailed above.	Copies of work orders & related work completion certificates.
8	Bank facilities enjoyed by way of credit limits shall be furnished.	Bank statement (for one financial year 01/04/2025 to 31/03/2026)/ Bankers Certificate for credit facilities enjoyed.

- 5) Tender documents can be downloaded free of cost from <https://mathruchhaya.net> website.
- 6) Tender documents consists of Notice Inviting the Tender (NIT), Eligibility criteria, General rules and Directions to Tenderers, Conditions of contract, Special conditions, Technical specifications, Safety code, Model rules for protection of Health & sanitary arrangements, List of preferred makes, **Annexures 1 to 8**, Tender drawings, Schedule of Quantity (SOQ).
- 7) Tenders shall be on prescribed Form for item rate tenders as issued by the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] and hosted in the CANARA BANK RELIEF & WELFARE SOCIETY web site, <https://mathruchhaya.net>
- 8) The site is ready for commencement of works.

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

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

- a) EMD - Earnest Money Deposit
- b) Notice inviting tender (NIT).
- c) General Rules & directions to Tenderers.
- d) Conditions of contract.
- e) Special conditions
- f) Technical Specifications - Civil, Plumbing & Sanitary works
- g) Technical specifications for electrical works
- h) Safety code.
- i) Model rules for protection of health and sanitary arrangements for workers employed by contractors.
- j) List of preferred makes/brand of materials
- k) Tender Form.
- l) Annexures (1 -8).
- m) Tender Drawings.

B.FINANCIAL BID (second envelope): Schedule of quantities (SOQ). The final **COMPUTED RATES** to be entered in the Financial bid to arrive at a grand total. **HANDWRITTEN / MANUAL CALCULATIONS WILL NOT BE ACCEPTED**. A hard copy of the computed financial bid to be hardbound / spiral bound duly signed with seal and submitted in separate envelope as mentioned below.

10) 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 all the three envelopes.

Sealed Tenders shall be addressed & submitted as detailed in the tender document.

- b) Sealed Tenders can be sent by speed post /courier well in advance so as to reach the above address well before the due date and time, up to **03.00 P.M. on 17.08.2026**. **Any delay in submission of the tender either by speed post /courier or under any circumstances, is liable for rejection.**

- c) The first part of tender i.e Technical bid will be opened on the same day (i.e. on **17.08.2026**) at **03.30 PM** at the above said address of **CANARA BANK RELIEF &**

WELFARE SOCIETY [CBRWS]. 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, without any change in the venue and time.

- d) The Financial bid of only the qualified /shortlisted applicants will be opened on a pre-notified time & date, under intimation to such qualified / shortlisted applicants.
 - e) Technical bids will be evaluated based on the CBRWS's eligibility criteria's. Wherever Bidders /agencies are submitting consolidated completion certificates, then the CBRWS may request for supporting documents for split-up of works certified from the client / project architects as per the eligibility criteria's. CBRWS's decision in this regard is final and shall be binding on all.
 - f) 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 freak rate analysis. CBRWS expects balanced tender, rates for each and every item and reserves the right of accepting / rejecting any or all the financial bids without assigning any reasons whatsoever.
- 11) The tender shall be accompanied by earnest money deposit of **Rs. 8,00,000/- (Rupees Eight lakhs only)** by way of Demand Draft of a Scheduled Commercial Bank issued in favour of **CANARA BANK RELIEF & WELFARE SOCIETY payable at BENGALURU.**
- 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. EMD accepted from the unsuccessful tenderers will be returned within 30 days.
- 12) Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the **CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]** during working hours.
- 13) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground and sub-soil, the form and nature of the site, its surroundings, 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, local regulations 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.

- 14) 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, security for materials at site and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
- 15) CBRWS does not bind itself to accept the lowest or any other tender and 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 rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the Tenderer and are incomplete in any respect, are liable to be rejected. The decision of CBRWS is final.
- 16) 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 CBRWS, then the CBRWS shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- 17) This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/Bidder, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 7 days from the date of acceptance letter.
- 18) 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.
- 19) Canvassing or influencing whether directly or indirectly, in connection with tenders is strictly prohibited and liable for rejection.
- 20) **Pre bid queries and clarification to Tenderers:** 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 (and /or page number) 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 gmcbrws@gmail.com as per the time lines prescribed. The pre-bid query should be in the following format.

Sl No	Page No	Tender Clause No	Tender Clause	Query

Pre-Bid meeting: A pre-bid meeting of the intending tenderer will be held as detailed in the tender document and it is up to the tenderers to participate. Non participation by any of the tenderers, does not entitle postponement of the pre-bid meeting. If no tenderers participate, CBRWS will appropriately proceed with tendering process.

The CBRWS will consolidate all the queries and discussions held during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Canara Bank Relief & Welfare Society website <https://mathruchhaya.net> and no individual correspondence shall be made. The replies/clarification of the CBRWS 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 CBRWS.

21) Amendment to Tender document:

At any time prior to deadline for submission of Tender, the CBRWS, for any reason whatsoever whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by suitable amendments/ corrigendum.

Notification of amendments will be made available on the CBRW SOCIETY's website <https://mathruchhaya.net> 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 CBRWS, at its discretion, may extend the deadline for a reasonable period as decided by the CBRWS for the submission of tender. Any such communication will be posted only in the website. Tenderers are advised to keep following the website for updates.

22) Pre-Qualification Evaluation:

The entire tender submitted will be evaluated by a Committee constituted for the purpose. It will be a part of the evaluation to inspect the qualifying works submitted by the tenderer for its qualities and shall obtain necessary feedback and market information. The evaluation committee based on the quality of work, financial position, evaluating history of arbitration, market feedback etc., will either qualify or disqualify the tenderer as a part of prequalification exercise. The Tenderer shall make necessary arrangement for visit of the Committee members to the prequalifying works for inspection at his cost. The Evaluation Committee's report and the decision of CBRWS in this regard shall be final and shall not be a matter of dispute or litigation.

The CBRWS represented by its Hon. Secretary shall be the sole authority in the matter of subject tender. Any modifications / amendments / corrigendum will be hosted in the website mentioned above.

23). Jurisdiction:

The Jurisdiction for any legal proceedings shall be in the Courts of Bangalore city only.

**HON. SECRETARY,
CANARA BANK RELIEF & WELFARE SOCIETY**

CANARA BANK RELIEF & WELFARE SOCIETY

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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 Hon. Secretary, CBRWS 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. Copies of the specification, tender drawings and any other documents required in connection with the work also be open for inspection by the contractor at the office of CBRWS during office hours till the last date of submission of tender. No hard copies or xerox copies will be provided under any circumstances.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952 by enclosing a copy of the partnership deed duly certified by one partner as true copy. The Tender shall be accompanied with the authorization letter clearly mentioning the name of the authorized signatory to sign in all the pages of tender, to attend the pre-bid meeting, to sign the contract agreement and any correspondence with the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] in future. The letter shall clearly indicate the position held by the authorize signatory in the firm/ company and copy of the letter/document issued by the firm/company to such authorization may please be attached.

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.

In case of a registered company, the document shall be signed and submitted by an authorized signatory.

All the pages of tender documents shall be duly signed with seal.

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. The tender is on item rate basis. The tenderer shall submit his quotes only in the prescribed form furnished in the tender document. Any deviations or modifications or introduction of any other stipulations or conditions already stated, such tenders will be liable for rejection. No tenderer shall submit multiple tenders for the subject work. The tender shall be submitted as per the prescribed methodology furnished in the tender document for qualifying.

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

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

- (a) The rate(s) and/or amount(s) may be quoted in decimal coinage.
- (b) In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.
- (c) The rate columns should be filled in English figures and English words.
- (d) The rate and amount columns for alternative items, if any, shall be filled up but amounts shall not be added in the total. The amount of alternative items of which quantities are not mentioned shall not be filled.

5. The officer inviting tender or his duly 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 Tenderer who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in the tender document. In the event of a tender being disqualified and rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the Tenderer remitting the same, without any interest.
6. The memorandum of work tendered for and the schedule of materials if intended to be supplied by the CBRWS their issue-rates, shall be filled in a separate schedule of quantities duly to be signed by both by the successful tenderer and Hon. Secretary of CBRWS which shall form part of the tender document.
7. **CONFIDENTIALITY:** 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 CBRWS for any loss/damage suffered by CBRWS on account of and to the extent of any disclosure of such confidential information. Confidential information for this purpose refers to such information relating to the work of CBRWS provided to Tenderer.
8. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved, be taken as correct and not the amount. In event of no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for

that item shall be taken for other items also and tender will be evaluated accordingly.

9. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected and/ or if accepted, 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 valid for contract period / smaller period (as decided by the CBRWS) in a suitable **format**.
10. **Rates** : The rates quoted shall be inclusive of the expenditure for the item of work described, including materials, labour, tools and plant, lead, lift carriage and transport supervision, incidental charges, Royalties, duties, levies, cess, entry tax, Octroi, profession tax, Income tax or any other tax on material or finished work in respect of this contract, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties any restrictions for transport etc. complete for proper execution of the work as per drawings and specifications **but excluding GOODS & SERVICES TAX (GST)**. No claims whatsoever for any extra payment shall be entertained by the CBRWS.

All charges payable to local bodies for any service connections for construction purposes shall also be paid by the contractor and nothing extra shall be paid/ reimbursed for the same.

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

12. **Initial Security Deposit (ISD):** The tenderer whose tender is accepted shall be required to furnish by way of Initial security deposit equivalent to 2% of the accepted value of the tender including the earnest money deposit submitted within 7 days of issuing of letter of acceptance. This initial security deposit amount can also be submitted by way of suitable Demand Draft /bank guarantee in favour of CBRWS. This initial security deposit shall be utilized or refunded as detailed elsewhere in the tender document. **In case the successful tenderer fails to remit the Initial security deposit within the above stipulated time, the letter of acceptance is liable for withdrawal and the Earnest money deposit shall be forfeited. The CBRWS decision to extend additional time or otherwise is solely at their discretion.**
13. On acceptance of the tender, the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the CBRWS and / or Engineer-in-charge shall be communicated in writing to CBRWS.
14. The Tenderer shall give a list of the CBRWS employees related to him in prescribed Format as per the **Annexure-05**.
15. The subject tender document shall be duly signed and witnessed as per the applicable laws. Till the formal agreement is signed in appropriate stamp paper after issuance of acceptance letter, the said tender document will be legally binding on both parties.
16. The tender includes civil works and all associate works such as sanitary and water supply installations drainage installation, electrical work, roads and paths etc. The tenderer, if he is engaging any other person or agencies for such works, shall be authorized person and empaneled in appropriate statutory body and name of such persons and their credentials shall be submitted to CBRWS for their approval. CBRWS has the right to accept or reject any of such agency and the tenderer shall substitute suitable person acceptable to CBRWS.
17. In case of Errors, or omissions due to clerical, typographical or printing etc., in the tender document if any is observed, the tenderers will have to get it clarified before submission of the tenders during the pre-bid meeting. The interpretation given by the CBRWS shall be final and binding.
18. **GOODS & SERVICES TAX (GST):** Applicants are requested to note that CBRWS is not Central or State Govt entity but a trust / society formed to promote welfare programmes and it is clarified that the subject construction project comes under the category of Composite supply of works contract as defined in clause 119 of Section 2 of CGST act and as per this present GST is 18% (eighteen percent). However as & when the bills are claimed by the successful bidder, GST percentage prevailing at that time will be considered as per Government guidelines.

On the interim bills and final bills of the successful bidder, the applicable Goods & Services Tax (GST) will be payable by the CBRWS. It is a responsibility of the

successful tenderer i.e the contractor to the project to pay the said GST amount paid by CBRWS to the appropriate authorities within the prescribed time. The proof of such amount paid shall be submitted to CBRWS. And shall keep CBRWS indemnified for any non-payment or penal action by the authorities concerned.

19. **Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Rates (SOR), which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
20. **Discrepancies and Adjustment of Errors:** The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small-scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

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

- a) Detailed working Drawings (Good For Construction)
- b) KPWD specifications
- c) Indian Standard Specifications of B.I.S.
- d) Manufacturer's specifications
- e) As decided by CBRWS

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

- 21: The tender drawings under this tender document 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.
- 22: **Demolition pay back amount:** CBRWS has obtained competitive sealed quotations from various demolition contractors. Based on the quotes furnished, the salvage amount is arrived at Rs.1.00 lakh. For ease of construction and to avoid multiple works through multiple agencies and also for ease of evaluation of lowest bid, the tender envisages that all the tenderers to uniformly give credit of Rs.1.00 lakh to the price bid submitted. This amount shall be deducted in the 1st running bill.

The detailed specifications for demolition of the earmarked building are as per Annexure -7.

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CANARA BANK RELIEF & WELFARE SOCIETY

27th cross, Banashankari 2nd Stage, Bengaluru - 560 070, Karnataka State.

Phone : 080-26718067, Mobile: 99865 88100,

E-mail: gmcbrws@gmail.com, Web: <https://mathruchhaya.net>

CONDITIONS OF CONTRACT

1.Definitions :-

The tender document consists of various parts as detailed in the Notice Inviting Tender. In construing these conditions, the specifications, the priced schedule of quantities, tender and agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required:-

- 1.01** The CBRWS / employer / Hon. Secretary / Accepting Authority/ authorized officials of CBRWS shall mean Canara Bank Relief & Welfare Society.
- 1.02** The term Tenderer / Bidder / Contractor shall mean the authorized representative duly empowered by the Company / Firm / Individual and all the assignees / successors / legal heirs.
- 1.03** The 'Contract' means the tender documents and acceptance thereof and the agreement duly executed between the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] and the Contractor, together with the documents submitted including the conditions set forth hereunder and all parts of the documents issued submitted viz, NIT, specifications, schedule of quantities, agreement, designs, drawings and instructions issued from time to time by the CBRWS / Architect or Engineer-in-Charge and all these put together, shall be deemed to form one contract and shall be complementary to one another.
- 1.04:a)** The expression 'work' or 'works' or "project" shall mean the work or works to be executed at site or to be done under this contract, which shall also include all the materials, apparatus equipments plants and fittings and any other things for executing the works till its completion in all respect.
- b) The 'Site' shall mean the land/or the places as per the approved plans and within the boundary earmarked in CBRWS campus where the supposed work shall be executed.

- 1.05 The 'Engineer-in-Charge' or Site Engineer means the Officer specifically appointed by the Architect specific to this project, who shall supervise, undertake measurements and manage the work and co-ordinate with the Contractor or his sub contractors and representatives.
- 1.06 'Contract Price' shall mean the final accepted rates by the CBRWS.
- 1.07 'Date of Contract' means the 'Calendar date on which the CBRWS and Contractor have signed the Agreement on the Stamp Paper.
- 1.08 "Accepting Authority" shall mean the Hon. Secretary of CBRWS.
- 1.09 "Exceptional Risk" are risks due to riots (other than those on account of contractor's employees or agents or persons worked under or at the instance of the contractor) or civil commotion, war (Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
- 1.10 "Market Rate" shall be the rate as per the formula furnished in the tender document elsewhere, which are sought and recommended by Architect if the situation so arises to incorporate a **non tendered item** and accepted by the Employer on the basis of the cost of materials, labour and the site where the work is to be executed plus the percentage mentioned in formula to cover all overheads and profits.
- 1.11 'Approved' or 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, 'approved by or approval of the 'Accepting Authority' in writing.
- 1.12 'Notice in writing' or 'written notice' shall generally mean an official communication which are sent by CBRWS or by its authorized representative and delivered either to the designated email / digital media or by way of announcement made in the official website or by way of formal notice in writing typed or printed characters delivered to the last known address private or business address or registered office address, or to the representatives of the Contractor and shall be deemed to have been received.
- 1.13 'Virtual completion' shall mean that the work/building is complete in all respects in the opinion of the CBRWS.

- 1.14 'Drawings' shall normally mean all drawings approved and submitted by the Architect and also shall include the sketches made and furnished to the Contractor during the course of construction at the site as required for the proper execution of work which shall be duly signed by the site Engineer-in-charge.
- 1.15 'Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the CBRWS to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
- 1.16 **Basic rate / Base price** is nothing but the rates / price quoted by the authorized stockiest/wholesalers/ showroom particularly in case of supply items inclusive of all taxes, all other duties levied by the statutory/local authority. (The transportation, loading, unloading and carriage cost, overheads, storage charges at site, breakages are not part of it).
- 1.17 "Defect Liability Period" shall mean a period of twelve months from the date of virtual completion certified by the Architect and accepted by CBRWS. Excluding specialized works like anti-termite treatment [minimum 10 (Ten) years guarantee], water proofing treatment works [minimum 5 (five) years guarantee].
- 1.18 **Terms of Interpretation:** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 1.19 **"The Schedule of Quantities"** or "Priced Schedule of Quantities" or price bid shall mean the schedule (or bill) of quantities with specifications as specified and forming part of this contract. It shall also include giving credit on account of the salvage due to the work of demolition on a prefixed amount basis.

2. SCOPE OF WORK;

The contract in brief covers;

- 2.1: Demolishing the existing earmarked building and clearing of all the materials which may contain valuable materials in as and where basis, and salvaged by the Contractor and clear the entire area fit for construction of new building. The salvage amount to be arrived as described in Clause - 22 of General Rules and Direction to Tenderers. The salvage value will form part of the price bid and credit shall be given to CBRWS. This amount shall be deducted from the 1st running bill.
- 2.2: The contractor shall obtain all necessary permissions, permits, building licenses etc., required from the concerned authorities, before the above demolition and for commencement of the work on site. All official fees

required for the process of availing such permissions, permits, building licenses etc., shall be reimbursed by the CBRWS on actual, on production of the official receipt from the concerned.

- 2.3: **Working hours:** The work shall be carried out only during the day time without disturbing the adjoining functioning offices, hospital and as per the instructions given from time to time by CBRWS. The period of completion of 18 months is based on such working hours including the period mentioned elsewhere. However, the CBRWS authorities may relax the working hours from time to time depending on exigencies.
- 2.4: It is the responsibility of the contractor to fully satisfy himself about the site conditions, the environment and foresee all the constraints and shall appropriate deploy the required tools and materials to carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the CBRWS.
- 2.5: The Contractor shall strictly carry out the work according to the approved plan of BDA and the drawings and specifications furnished in the tender documents and such other working drawings issued by the Architect or the shop drawings which are to be submitted by the Contractor and approved by the Architect. The Architect shall from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as instructions from authorities of CBRWS.
- 2.6: In the event of any occurrence which will have impact on the price quoted or safety of the building under construction or any safety related issues, the Contractor shall draw attention of the authorities of CBRWS and seek specific permissions from them in writing for example;
- a) Any variation or modification of the design, quality of works or the additions or omission or substitution of anywork.
 - b) Any discrepancy in the drawings or between the schedule of quantities and / or drawing and / or specifications.
 - c) The removal from the site of any materials brought there by the contractor and the substitution of other materials thereof.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons thereupon.
 - f) The opening-up for inspection of any work coveredup.
 - g) The amending and making good of any defects.
- 2.7: All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site and the Architect /

CBRWS shall be given access to such drawings or schedule of quantities whenever necessary.

- 2.8: In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and have it confirmed by the authorities of CBRWS / Architect prior to taking up such work.
- 2.9: 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 authorities of CBRWS may be able to give decision thereon.
- 2.10: The Contractor shall forthwith comply with and duly execute any work comprised in such CBRWS's/Architects' instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the CBRWS/Architects shall if involves a variation, be confirmed in writing to the contractor/s within 7 days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the CBRWS/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the CBRWS in consultation with the Architects as provided in Clause "variation".
- 2.11: The contractor shall set up necessary field testing equipment for day to day testing of materials like slump test for concrete, moulds for preparing concrete cube test samples, grading of coarse and fine aggregates, silt content and bulkage of sand etc.
- 2.12: Regarding all factory-made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.
- 2.13: The whole work including all extra and additional items if any is to be completed within the period of completion as stated in Tender Document and the Contractor will be required, if necessary to work overtime to fulfill the CBRWS's/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.
- 2.14: The supply and installation of lift for the said building will be awarded by CBRWS independently to a suitable agency. However the scope of work with regard to construction of lift well is already part of the civil work and SOQ. It is also under the scope of work of the contractor to provide the necessary paintings inside the lift well, providing scaffolding,

electrical works and co-ordinate with the lift agency for the successful completion of the lift installation.

- 2.15: It is under the Contractor's scope of work to make arrangements for carrying the materials, tools, equipments etc required for construction activities. It is advised to erect a separate hoist machine for undertaking the shifting of material, debris. The rate quoted should be inclusive of hiring or providing such machinery and no extra claim in this regard is permitted.
- 2.16: It shall be scope of the Contractor to barricade the site of work as per drawings and specification, so as to prevent any mishaps or injury to the visitors, labourers and other occupants of the campus with adequate signage board and all necessary first aid and fire fighting systems, necessary safety tools and headgears for both the workers and the people who visit the project site like site engineers, representatives of other agencies etc. There shall be no extra charges or cost will be payable other than what is quoted in the price bid which is considered to include all such costs which are to be incurred by the Contractor.

3. TENDERS:

- 3.1: The successful Contractor by accepting the work shall be deemed to have understood all the aspects of the tender detailed in the tender document. It is part of the contract having accepted the work, the Contractor shall not raise any disputes or issues pertaining to the terms and conditions at a later date.
- 3.2: The Contractor shall furnish the details of the agencies and the details of labours employed at site for carrying out the said work to the satisfaction of authorities of CBRWS and CBRWS reserves the right to reject them and seek their substitute.
- 3.3: The Contractors shall not sublet the work to any other agency by way of transfer of the work which are not authorized by the authorities of CBRWS and if authorities come to know about it, the contract is liable for termination.
- 3.4: The tenderers is deemed to be aware that the tender is strictly on the item rate basis and balanced. In the event of any deviation to the specifications or poor workmanship leading to rework, no extra charges are liable to be paid. On the other hand it may lead to suitable cost adjustments as per the opinion of Architect and accepted by the authorities of CBRWS. Cost adjustments will be based and recommended by Architect. The authorities of CBRWS /Architects shall not be bound to recognize the contractor's analysis.

- 3.5: In the event of any substitution of tendered item of works, the rates for such substitute items will be derived from other similar tendered items which has been quoted or with due rate analysis.
- 3.6: Any non tendered items which may be necessary shall not be executed by the Contractor without finalization of its unit rates and without written permission of authorities of CBRWS.
- 3.7: The works will be paid for as “measured work” based on actual work done on item rate basis and not as “lump sum” contract other than such item is prescribed in the Schedule of quantities.
- 3.8: All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done based on lump-sum rates as will be assessed to be payable, by the authorities of CBRWS /Architects.
- 3.9: In the interest of completion of the work, should any situation arise to increase the scope of work within the approved plan, the Contractor will be liable to undertake and complete the work without refusal and cost of such work shall be treated as additional work and the unit price, Schedule of quantities will be arrived as non tendered items and shall be paid extra. The methodology of assessing such non tendered items shall be as **stipulated in the special conditions**.
- 3.10: In the event of the authorities of CBRWS deciding to reduce the scope of work, the Contractor shall not be liable for any compensation or claims whatsoever and the decision of the authorities of CBRWS shall be final.

4. INDEMNITY:

The Contractor hereby confirms and agrees to fulfill all statutory obligations enacted by laws, directions, guidelines etc, such as labour laws, safety and protection of labourers at site, minimum wages as per act, CEIG of Bangalore with regard to electrical works, and any such other statutory guidelines which are in force locally and amendments during the course of the contract period. The Contractor undertakes that he shall be fully responsible for the life and safety of properties in the campus, not only pertaining to persons employed by him but also of the third party within the campus or the outside people who visit the work site. The Contractor shall also be responsible for any financial losses claimed or

becomes payable on account of any incidents at site and shall indemnify the authorities of CBRWS and the Architects 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.

4. PERMITS AND LICENCES:

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

It shall 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 the requirements.

5. STORAGE OF MATERIALS:

The contractor shall at his own cost and responsibility arrange for the storage shed adequate for taking delivery and storing of all the materials needed for the work within the designated area. The Contractor shall make his own necessary security arrangements. It is also a part of the contract that no perishable items or inflammable materials are stored without adequate security measures. In the event of any mishap leading to damages to the building or to the materials for which the amount has already been paid by way running bill and shall be made good by the Contractor at no extra cost and subject to safety of such factor not being affected.

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

6. GOVERNMENT AND LOCAL RULES:

The contractor shall confirm to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities and of any agency with whose system the work is proposed to be constructed. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc., and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, considering all liabilities for licenses, fees for footpath encroachment / occupied land and restorations etc. It is a part of the contract that the Contractor maintains all required registers and notice boards to be displayed at the site of works appropriately and meet obligations of the concerned labour department by providing all the details required to them. The CBRWS shall be intimating the award of work to the

concerned labour authorities as the principal employer but it is the Contractor's responsibility to meet all the stipulations and shall keep the authorities of CBRWS indemnified against such liabilities and shall defend all actions, claims or liabilities.

7. TAXES AND DUTIES:

It is part of the tender and condition of contract that the price bid quoted is inclusive of all duties royalties, cess, works contract tax or any other taxes or local charges as applicable etc but excluding GST as detailed in the tender document elsewhere. Nothing extra shall be claimed by the Contractor.

8. PROVISIONAL SUMS:

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

9. SCHEDULE OF QUANTITIES:

9.1: The quantities shown in the schedule of quantities are workedout as per theoretical calculation and based on the drawings, specifications and are intended to cover the entire works as intended and detailed in the drawings.

9.2: Whenever the Contractor believes or makes an assessment that the schedule quantities are likely to vary beyond 25% during the course of construction, the same shall be brought to the notice of the authorities of CBRWS. The CBRWS reserves the right to instruct the Contractor to execute only a part and or substitute any other similar items detailed in schedule of quantities which has been quoted at the same rates for further execution of the works. The Contractor shall not take any objections and CBRWS is entitled to instruct the Contractor to execute any part of the schedule of quantities which has been under utilized without assigning any reason thereof.

9.3: In case of variations in the scheduled quantities identified as freak rates, beyond 25% of the low quoted rates and 10% of high quoted rates, the CBRWS shall in its discretion consider suitable modifications as per the price variation clause. However the Contractor shall not be entitled to any extra quantities which are executed at site on account of deviation to the specifications or due to lack of poor workmanship and if necessary the authorities of CBRWS may insist on the total rectification at no extra cost or may be subject to cost adjustments. The decision of the authorities of CBRWS shall be final and binding.

10. OTHER PERSONS ENGAGED BY CBRWS:

The Contractor agrees to execute any part of the work included in this contract or any work to facilitate the works to be executed by the other Agencies or persons, assigned by CBRWS like lift, firefighting, CCTV etc., for which the payments will be made as quoted in schedule of quantities. The contractor shall allow all reasonable facilities including use of his scaffolding for the execution of such work. The contractor shall extend all cooperation in this regard.

11. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY:

11.1: It is part of the Contract that the EMD amount submitted by the Tenderer shall not bear any interest thereon. Such EMD amount may be adjusted towards the security deposit which is liable to be paid by the successful contractor as a part of this contract as detailed in the paragraph below under the heading of Security Deposit.

11.2: **Security Deposit:** It is a part of the contract that the successful contractor to pay a security deposit equivalent to 2% of the total value of the work awarded as detailed in the tender document. The said amount shall be paid within the prescribed date. The sum of this amount can be EMD amount plus the differential amount to make up the value of 2%. In the event of contractor substituting this amount by way of a suitable bank guarantee as per the approved format agreeable to authorities of CBRWS, the amount held shall be refunded.

11.3: **Retention money:** It is a part of the contract that in addition to the security deposit, an additional amount to the extent as detailed herein shall be deducted from progressive running bills at the rate of 5% to the extent of maximum Rs. 50.00 lacs inclusive of Security Deposit. This retention money is liable to be forfeited in case of default in execution of works or any loss incurred by CBRWS and shall not be restricted and without prejudice for any further recovery of amounts from the Contractor if the claims of CBRWS exceeds the amount held under retention money.

11.4: **Refund of Retention Money:** During the period of deducting the retention money and thereof till the refund of the same no interest shall be payable on any reason whatsoever. On successful virtual completion of work, the said retention money will be refunded subject to satisfactory performance of work during the defect liability period / guarantee period for the specialized works as detailed below;

- a. 50% of the retention money shall be refunded back after 6 months of commencement of the defect liability period subject to satisfactory performance.
- b. 50% or lesser as per Clause (c) below, on completion of the defect liability period.
- c. With regard to specialization work like water proofing and termite treatment as the period of warranty is 5 years and 10 years respectively and involves external agency in case of termite treatment, the guaranteed amount shall be held

separately either from the retention money or it shall be subject to appropriate performance guarantee from scheduled bank on a renewal basis.

It is the responsibility of the Contractor to claim the refunds within 15 days before the due date and come forward for joint inspection and after ensuring the satisfactory performance by the CBRWS, the amount shall be refunded within 7 working days after the due dates or subject to satisfactory joint inspection whichever is later date.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY;

12.1: 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 authorities of CBRWS/ Architects whose decision shall be final and binding. The CBRWS shall on no account be responsible for the expenses incurred by the contractor.

12.2: The rates quoted by the Contractor in the tender against individual items under the schedule of quantities is deemed to have factored the cost which may or may not be incurred by the contractor under the scope of work and the responsibilities of the Contractor mentioned in the tender and no extra amount shall be payable other than specifically agreed to.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART;

Time is the essence of this contract and the contractor shall do everything under his control to complete the work within the stipulated time. In the event of any delay on the part of the Contractor directly or indirectly, the contractor is liable to compensate CBRWS such amounts detailed hereunder para heading “compensation for delay”. Such compensation amount shall be deducted from the payments to be made to the Contractor without prejudice to claim from him in the event of there is any short fall of the amount retained.

13.1: Time of completion: The entire work is to be completed in all respects within the stipulated period of 18 months. The date of reckoning for commencement of 18 months period shall be from the date of agreement. By which period it is incumbent on the part of the Contractor to fulfill some of the key responsibilities like submission of security deposit and other construction related formalities.

13.2: Extension of Time: If in the event of any delay in the completion of the works which is beyond the control of the Contractor, a request shall be made in writing within 7 days of happening of the event causing the delay to both the

CBRWS and Architect. CBRWS may examine the matter based on the recommendations of the Architect or otherwise and if satisfied may grant a fair and reasonable extension of time for completion of the contract work. The extent of time decided by the CBRWS shall be final. This extension of time will be conveyed to the Contractor in due course of the contract period. It is also subject to Contractor effectively rescheduling and planning of work appropriately to overcome the delay caused by the event of happening.

While assessing the period of delay in calculating the compensation, the extension period of time so granted will be appropriately reduced.

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

13.3: PROGRESS OF WORK: The Contractor shall finalise the programme of entire construction activities including the third party / agencies works in consultation with the Architect of the project and a bar chart / progress chart shall be prepared from commencement of work (including preliminary works) to virtual completion within the stipulated period of 18 months. This shall be the basis of planning the works at various stages and procurement of materials at appropriate time so that construction activities are not affected and idle labours are avoided. This shall be submitted to CBRWS within 15 days from date of acceptance of the tender. This shall form part of the project management based on which the progress of work can be monitored and shall be displayed appropriately in the project site for site coordination.

During the period of construction, the contractor shall maintain proportionate progress based on the above Programme Chart and wherever possible ensure concurrent activities for early and timely completion. It is expected out of the contractor to ensure timely supply of materials, tools and equipments by planning well in advance so that the work is not hampered. It is also incumbent on the part of the contractor to make up for any minor delays by concurrent activities or taking up other related activities of construction so that over all time schedule is maintained. Whenever such events occurs the same shall be reflected in the minutes of the meeting held at site at periodical intervals and that shall form part of the contract while evaluating liquidated damages or extension of time.

14. COMPENSATION FOR DELAY:

Time is the essence of the contract. The Contractor is aware that CBRWS is undertaking various welfare activities and the subject project is one of them and the funds needed for the project is raised from such of those intending beneficiaries. Therefore any delay in construction of the work has consequence not only from point of monitoring losses but in functioning and reputation of CBRWS. As such it is part of the agreed terms that in the event of any delay in

completion of the work, the CBRWS is liable to deduct such amounts by way of compensation for delay from the contractor and from the bills payable without the necessity of providing details of such losses suffered by CBRWS.

The Compensation for the delay shall be calculated at a lump sum rate of Rs.2.00 lacs per week of delay after considering the extension of time. While calculating the period of delay on per week basis, it is to be clearly understood that the number of days divided by 7 (seven) shall be treated as per week and any fraction of days beyond 3 days i.e 4th day onwards shall be treated as a week.

15. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS & SITE OFFICE;

It is a part of the contract and within the quoted cost that the Contractor undertakes the following;

15.1: The contractor shall provide and make arrangements for storage of materials, tools and equipments by way of temporary enclosures, which may be one or many. A site office shall also be created at his own cost, at an appropriate location in the building, which shall have provision for displaying notice boards, statutory boards as required by labour department etc., to fix up the drawings and such other notices which needs to be displayed. The site office shall also be adequately furnished for the site engineer, representatives of the contractor and for holding site meetings. Such offices shall be open at reasonable hours to receive instruction, notices or communications and clear away on completion of the works and make good all work disturbed.

15.2: The contractor shall provide at his own cost all-artificial light required for the work and to enable other contractors to complete the work within the specified time.

15.3: Wherever perishable or inflammable materials are stored, suitable fire fighting system shall be placed within the close proximity for the safety of the building under construction and people at his own cost.

15.4: The contractor shall provide suitable temporary shed/enclosures for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.

15.5: The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hording, gantry, building structure other than those approved by the CBRWS.

16.PROTECTIVE AND RESTORATION MEASURES;

16.1: The Contractor is aware that the project is part of the CBRWS campus with its own gardens, drive ways, various buildings and the project work is to be undertaken in an earmarked area known as the project site. The access to the location shall be through the designated entrance gate and it is likely the pathways will be used. Sufficient care shall be taken by the contractor at all times, particularly when heavy earth movers or transportation vehicles are brought into the site like JCB, premix concrete trucks, water tankers etc. In the event of any of the existing pathways or driveways are damaged on account of such activities, the same shall be restored without any additional cost and no extra claims shall be payable.

16.2: The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by CBRWS for such services.

16.3: The contractor shall provide necessary temporary enclosures along the periphery of the designated site with adequate setbacks for the workers to undertake construction project as a protection for third parties and also for safety purpose within the building under construction. Such enclosures shall be removed after completion of the works and making good all works disturbed.

17. CLEARING SITE AND SETTING OUTWORKS;

17.1:The soil investigation was carried out and the report forms the basis of foundation design. This report shall also be made available to the contractors before bidding. The contractor therefore shall duly factor the soil conditions and shall clear the site for setting out the works of foundation. For any reason, if the actual soil condition is found to be beyond what is envisaged in the soil investigation report according to the site condition suitable instructions will be given to the contractors.If in the view of Architect / CBRWS the same impacts the design either partly or fully, the work shall be carried out at the same quoted rates. And if there are any obstructions which are minor in nature, no extra cost is claimable however if any obstructions which are needing extra works like unearthing of rocks such additional works shall be considered as extra item of work and shall be payable as a non tendered item.

17.2: Any soil excavated is found to be useful for refilling shall be retained for usage.Undesirable and all offensive materials viz, earth and sanitary pipelines etc, shall be cleared and disposed off as per the local rules and regulations at his own cost.

17.3: 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 **CBRWS / Architect**. The contractor shall further set out the works to the alternative positions at the site until one is finally approved.

18. DISMISSAL OF WORKMEN;

The contractor shall, on the request of the CBRWS/Architects, immediately dismiss from the works any person employed there or who may, in the opinion of the CBRWS/Architects, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of CBRWS.

19. ASSIGNMENT;

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

20. DAMAGE TO PERSONS AND PROPERTY:

It shall be part of the contract that the contractor takes all safety precautions during the course of construction and provide with all safety materials to the workers involved in the project and take the overall responsibility of insuring safety to the life and building under construction as well as third party. However in the event of any untoward incidents say, injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property etc 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 contractor alone shall be responsible.

The above said 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 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 CBRWS 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.

21. 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 CBRWS, 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 CBRWS and the Contractor (the name of the former being placed first in the policy) with CBRWS as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the CBRWS within 07 (SEVEN) days.

In the event of any claim being made by any person, which is more than the amount settled by the Insurance cover, whether under the Workmen's Compensation Act or any other statute in force or by judiciary during the currency of this contract (including extended or agreed period) or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expenses, and the contractor shall own to pay such amounts and keep CBRWS indemnified.

In default of the Contractor taking out of an insurance policy as provided above, the CBRWS on his behalf may so take up the insurance and shall deduct the premiums paid from any money due, or which may become due to the contractor.

The Contractor shall irrespective of 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 CBRWS may deem fit, but shall, however, not be entitled to reimbursement by the CBRWS of any shortfall or

deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.

22.MOBILIZATION OF FUNDS AND PAYMENTS;

22.1: MOBILIZATION OF FUNDS: The Contractor shall be eligible for payments on item rate basis and in stages by way of running bills. For the smooth execution of the project, the Contractor shall initially mobilize from his own resources the amount required at least to the extent of submission and settlement of first running bill. No mobilization advance shall be payable as per this contract.

22.2: RUNNING BILL: The contractor shall be eligible for payments for items of works executed in stages either in part or full during the course of construction of the project as per the schedule of quantities. The running bills shall be submitted in the prescribed format finalized in a sequential order and shall be supported by measurement details, test certificates and such other requirements without any errors or deficiencies, to the Architect for his recommendation. Notwithstanding the claim of amount, based on the inspection / views of Architect / Site Engineer, the amount claimed by the Contractor may be reduced or rejected and the suitable amount shall be recommended by the Architect. The opinion of the Architect and CBRWS shall be final.

The first of such running bill shall commence only upon completion of work to the extent of Rs.50.00 lacs. Thereafter, subsequent running bills shall be for minimum amount of Rs.50.00 lacs and thereof. This shall be only upto the extent of 90% of the tender accepted cost or the 18 months time given for construction. The balance amount shall be claimed by the Contractor as his final bill.

All such running bill payments are subject to deductions towards retention money and any amount becomes deductible, as detailed elsewhere in the tender document. The payments shall be made within the prescribed date after the recommendation of the Architect.

All payments made under the running bill are only a part payment and not an acceptance of completion of respective items of works. In the event of any of the work already executed and paid under such running bills is found to be substandard and in deviations to the specifications at a later date, they are liable for rectification / rejection / cost adjustments and can be recovered from the payments claimed or payable from the subsequent running bills or from the final payment or from the retention money held.

The Contractor is obliged by this contract that upon the request of the CBRWS to furnish them with invoices, accounts, receipts and other vouchers that they may require as a proof of having used approved makes and quality related issues. If the contractor uses 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 CBRWS 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.

22.3: FINAL PAYMENT:

The Contractor shall submit his final bill on virtual completion of the works, cleaning up the site, habitable for occupation with service connections, which also means and includes cleaning up the adjoining areas and removing and disposing of all unwanted, unused materials as required and detailed elsewhere in the document to the Architect within one month.

The final bills shall also be enclosed with as built drawings, the original test certificates, warranties and guarantees related to specialized work or the products which have been used in the works carrying warranty period and any such other documents needed by the architect, required to be submitted to the Statutory Authorities like Electricity department, CAIG other State Government Agencies by the Contractor and his Sub-Contractor or agencies associated with his work. This also includes submission of all measurement books and any records which are given to the Contractor by CBRWS for fulfilling his obligations to Statutory Authorities shall be returned.

On submission of the final bill, they shall be scrutinized by the Architect for his recommendations duly factoring the cost adjustments to be made for any short comings acceptable deviations, workmanship, and it shall also be subjected to auditing of accounts, testing and certification by third party agency engaged by CBRWS.

The final bill shall also address the issues of extension of time and compensation for the delay and shall arrive at the quantum of amount deductible on account of such assessment and any amount which is needed under the Clause "defect liability period" for making up the balance if any. The final amount payable shall be notified to the Contractor for his acceptance and once he accepts such a final amount there shall not be any further claims from the Contractor for whatsoever in nature.

The Final Bill shall be accompanied by a "Certificate of Completion" from the Architects. This process is normally expected to be completed within 90 days from the date of final bill with all necessary documents and furnishing satisfactory clarifications if any.

23. MEASUREMENTS:

All measurements shall be carried out as per relevant BIS code jointly by the Contractor's representative and the Site Engineer employed at appropriate time of

execution. It is the responsibility of the contractor to invite the site Engineer and to take measurements of any hidden works before completion of such items of works. These measurements and methods to be adopted are enumerated in detail elsewhere in the document. This shall be strictly complied and the documents pertaining to say measurement books shall be preserved in safe custody and handed over to CBRWS along with the final bills. All such measurements shall be duly signed by both Contractor's representative and the Site Engineer and shall be subject to periodical verification by the Architect. Notwithstanding this, if any errors are observed in calculations and arriving at the quantities executed, the Contractor will be primarily responsible and penalized apart from recovering the amount.

If the contractor or his representative fails to attend to the call of Site Engineer for taking measurement 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 will be final and binding on the contractor and the contractor shall have no right to dispute the same.

24. VARIATION / DEVIATION;

The CBRWS shall have powers to order additional /non-tendered items, in modification to the tendered quantities or not to execute certain items. All such orders shall be in writing and the Contractor is bound to comply with the same.

The unit rate or price of all such additional items/non-tendered/modified items will be worked out based on rates quoted for similar items in the contract wherever existing or by 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 detailed in the tender document elsewhere. The contractor shall submit detailed analysis of rates and supporting documents to the Architect within 07 days of being directed to execute such items/quantities and the CBRWS/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 CBRWS.

Freak rate is the rate where the quoted unit rate in respective SOQ exceeds 25% of the estimates submitted by the Architect and the total amount put to tender. The price bid of the tenders will be subject to evaluation of each and every items quoted under the respective unit rates and the rates which are higher or lower than the estimated rates shall be considered as freak rates.

25. SUBSTITUTION;

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

26. COMPLETION OF WORK;

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

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

The work shall not be considered as complete until the CBRWS/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 CBRWS/Architects.

27. DEFECTS AFTER COMPLETION;

The contractor shall make good at his own cost and to the satisfaction of the CBRWS all defects, shrinkage, settlements or other faults, which may appear during the defect liability period of one year. In default the CBRWS 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 CBRWS or may be deducted by the CBRWS, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work from the amount held and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained together with any expenses the CBRWS may have incurred in connection therewith.

28. CONCEALED WORK;

The contractor shall give due notice to the CBRWS/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the CBRWS/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 CBRWS/Architects shall be accepted as correct and binding on the contractor.

29. 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.

30. SUSPENSION& FORECLOSURE OFWORK;

SUSPENSION; Suspension of the work can be invoked and revoked only by the CBRWS in form of written notice issued to the Contractor under the following situations;

- 30.1: If it comes to the notice of CBRWS that works are not being undertaken in a safe manner or progress of works are not in tune with the plan schedules at any stage of work or in the event of unlawful activities being undertaken in the Site by the workers or sub contractors. In such situation, the contractors shall personally appear and submit his explanation and measures taken to rectify the same. If convinced the CBRWS may revoke suspension and no compensation or extension of time shall be eligible.
- 30.2: In the event of any breach of the contract, default and CBRWS comes to view that contractor is not taking adequate interest in the said project.
- 30.3: The contractor bringing to the notice of CBRWS that design, specifications issued by the Architect is not suitable for safety of the building construction or on account of any site conditions which may need to stop the work for its rectification, the works can be suspended. On rectifying the above, the suspension shall be revoked by CBRWS for continuation of the works. In such event the contractor shall be given additional extension of time as may be necessary.
- 30.4: Should there be any external factors like floods due to heavy rains, riots, bundh or promulgation by law enforcement or any fire incidents in the nearby areas leading to stoppage of works, the work shall be suspended and restored. In such situations suitable extension of time will be given.

30.5: Having been given by the CBRWS 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 un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereof or,

(i) 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 CBRWS (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 CBRWS; or

(ii) 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 regard by the CBRWS or

(iii) 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 CBRWS; or

(iv) 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

(v) If the contractor except on account of any legal restraint upon the CBRWS preventing the continuance of the work or in the opinion of the CBRWS 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 CBRWS 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 prescribed, the CBRWS may proceed as provided in the Clause under Termination of Contract.

30.6: FORECLOSURE: In the event of work getting suspended due to non default of the contractor and when CBRWS intends not to pursue with further course of construction of the works or restrict the number of floors or scope of work, the Contractor shall be eligible for certain compensation as detailed herein, but shall not claim or eligible for the purported profit on account of non completion of the balance work. In such situation the compensation shall be restricted to full payment of works completed so far at site on item rate basis plus the value of materials lying in the site at the purchased cost at the time of bringing it to site based on the invoice, transportation and other handling charges, plus a monetary compensation for the labourers engaged at the site (as per the registers maintained) not exceeding 30 days, as per Minimum Wages Act. No other further compensation shall be liable or eligible on account of intangibles and the decision of the CBRWS shall be final and binding. In such an event the contract comes to a Closure as if the work stands completed and all terms and conditions related to retention money, defect liability period etc shall continue.

31. TERMINATION OF CONTRACT BY CBRWS:

The contract can be terminated by CBRWS by way of written notice by giving a 7 days' notice period, conveying the decision to terminate the contract under the following situations;

31.1: The contractor being an individual/firm commits any "Act of insolvency" or shall be adjudged insolvent.

31.2: In the event of any Enforcement Authorities of State / Central Government directs CBRWS or brings to the notice the said contractor has committed any fraudulent practice which may be civil or criminal in nature, the contract is liable for termination.

31.3: In the event of the contractor's creditors brings in any attachment from appropriate judicial authorities or in the event, the creditors bringing up the issues of nonpayment to the materials procured for the subject project work, or any winding up petition filed by any person or banker's against the contractors.

31.4: Should there be any changes in the constitution of the Firm which jeopardizes the work and in the view of CBRWS that the new constituted body is not competent or desirable, the contract can be terminated. The decision of CBRWS is final.

31.5: In the event of Contractor;

- I. Has abandoned the construction at any stage as per the view of CBRWS.
- II. Has failed to commence the work, or has without any lawful excuse under the conditions leading to suspension and it has not been resolved.
- III. Has failed to proceed with the works with such due diligence and failed to make

such due progress as would enable the works to be completed within the time agreed upon.

The contract shall be terminated.

31.6: In the event of contract being terminated, CBRWS shall arrive at value of work completed at site with the assistance of Site Engineer, Architect or any other external experts to the project and the representative of the Contractor and arrive at the final value which the contractor is eligible notwithstanding the claims made by the contractor and non participation by contractor or his representative shall not restrict this evaluation process. Further, CBRWS shall also evaluate the further works to be carried out and value of such works which are to be undertaken as per the schedule of quantities and price bid, in addition to the cost which are likely to be incurred in future and such works will be undertaken by any other agencies at the cost of the contractor. All the materials available at site shall be forfeited and the labourers employed will be evicted from the site. The amount held under the security deposit, retention money will be utilized for making up the cost difference incurred by CBRWS for the works executed or to be executed through any other agencies. This is without prejudice to legal remedies and further claims if any.

32.CERTIFICATE OF VIRTUAL COMPLETION:

The works shall not be considered as completed until the Architects have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

33.DELAY IN PROGRESS DUE TO CBRWS:

In the event of any delayed instructions by CBRWS, resulting in delay in progress of works without vitiating any timelines or the contract, CBRWS may grant such extension of time for the completion of contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation of damages in relation thereto.

34. LABOUR LAWS & PAYMENT OF MINIMUM WAGES:

The contractor is obliged under this contract to follow strictly, all the conditions, directions and guidelines provided under the respective Acts which are now in vogue and all future guidelines, modifications, amendments issued by the concerned authorities, from time to time. It is also the part of the contract that the contractor engages labourers who are competent and skilled to undertake such items of work, and shall also ensure that no child labour is employed. It is also incumbent on the part of the contractor that whenever female worker is/are employed, their rights, benefits and protection to such people are provided and ensured by the contractor. The contractor shall duly display and furnish the details thereof to CBRWS authorities.

35. SETTLEMENT OF DISPUTE AND ARBITRATION;

1. 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 CBRWS 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 CBRWS 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 CBRWS within thirty days of receipt of the names. The CBRWS 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 Hon. Secretary, CBRWS shall make the selection and appoint the selected person as the Sole Arbitrator.

If the CBRWS fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the CBRWS a panel of three names of persons who shall all be unconnected with either party. The CBRWS shall on receipt of the named as aforesaid, select anyone of the persons and appoint him as the Sole Arbitrator. If the CBRWS 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 CBRWS.

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 sopaid.

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.

II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be re-arbitration shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.

III. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CANARA BANK RELIEF & WELFARE SOCIETY that final bill is ready for payment, the claim of the contractor's will deem to have been waived and absolutely barred and the Canara Bank Relief & Welfare Society will be discharged and released of all liabilities under the contract in respect of these claims.

IV. The decision of the CBRWS/Architects regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work, which may be decided, will befinal and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers-In-Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for thework.

36. FORCE MAJEURE;

36.1; Neither the CBRWS nor the Contractor shall be liable for any failure or delay in performing its obligations under the Contract if such failure or delay is caused by an event of Force Majeure beyond the reasonable control of the affected party.

36.2; Force Majeure events include, but are not limited to:

- Natural disasters such as earthquakes, floods, cyclones, hurricanes, lightning, or other severe weather conditions;
- War, invasion, armed conflict, terrorism, riots, civil commotion, or acts of public enemies;
- Epidemics, pandemics, or government-imposed lockdowns or restrictions;
- Fire, explosion, or other major accidents not caused by the negligence of the affected party;
- Strikes, lockouts, or industrial disputes of a general nature;
- Government actions, changes in law, embargoes, sanctions, or orders that prevent execution of the works; and
- Any other event beyond the reasonable control of the affected party that could not have been foreseen or avoided by exercising reasonable diligence.

36.3; The affected party shall notify the other party in writing within **7 days** of the occurrence of the Force Majeure event, providing details of the event, its expected duration, and the likely impact on the performance of the Contract.

36.4; The affected party shall take all reasonable steps to minimize the effects of the Force Majeure event and resume performance of its obligations as soon as practicable.

36.5; The Contractor shall be entitled to an extension of time equal to the period of delay caused by the Force Majeure event. Unless expressly provided in the Contract, no additional payment or compensation shall be payable for delays arising solely from Force Majeure.

36.6; If the Force Majeure event continues for more than **90 consecutive days** either party may terminate the Contract by giving written notice to the other party. Upon such termination, payment shall be made for the work satisfactorily completed up to the date of termination, in accordance with the terms of the Contract.

36.7; The burden of proving the occurrence and impact of a Force Majeure event shall rest with the party claiming relief under this clause.

37. AGREEMENT;

The successful contractor shall sign a Contract of Agreement in an appropriate stamp paper, which shall be binding on both Contractor and CBRWS as per the Annexure enclosed along with and shall pay for all stamps and legal expenses, incidental thereto. The contractor shall also submit suitable Indemnity Bond as per respective Annexure. The formats shall be submitted along with the tender document duly signed under technical bid. By affixing the signature thereof till the formal agreement is entered with, the contractor hereby agrees and

acknowledges that this itself will form and deemed to be an accepted agreement till a stamped agreement is duly signed.

The submission of this document shall be considered as complete only when it is signed and sealed in all pages and letter of authority of the signatory is enclosed.

For all purpose of arbitration and for resolving disputes the jurisdiction shall be Bangalore, Karnataka.

For Contractor	For Canara Bank Relief & Welfare Society
Signature: Name: Designation:	Signature: Name: Designation:
Witness; 1. 2.	Witness; 1. 2.

SPECIAL CONDITIONS

1. The Contractor in coordination with the Architect shall obtain necessary completion certificate and occupancy certificate from the concerned authority. The settlement of final bill shall be subject to fulfilling this. Therefore the contractor and his representative at site shall ensure that construction and height of the building are not in deviation with the approved sanctioned plans.
2. It is also an obligation of the part of the Contractor to coordinate with the BESCOM authorities, CBRWS, and any other agencies involved to provide for required power from the existing HT system to provide necessary power supply to the subject building.
3. It is also an obligation of the part of the Contractor to connect all the linked sewage system to BWSSB sewage line in coordination with CBRWS and other agency connected with.
4. The works to be undertaken by the contractor shall inter alia include the following:
 - i. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
 - ii. Obtaining of Statutory permissions where-ever applicable and required.
 - iii. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
 - iv. Warranty obligation for the equipments and/or fittings/fixtures supplied by the contractor.
 - v. Contractor shall maintain all approved samples of all civil, plumbing and electrical samples in a specially designated store, which shall be under lock and key of the Engineer-In-Charge (EIC). The contractor shall study all GFC drawings issued by the Client/Architect and seek any necessary clarifications regarding the drawings issued within one week of the receipt of the drawings. Any delay caused by non seeking of clarification within the stipulated time by the contractor for which the contractor shall be responsible.
 - vi. The detailed drawings shall be followed for the areas for which they have been provided. The specific reference in the drawings and specifications to any material by trade name, make or catalogue number shall be construed as establishing standard, colour, shade, quality and performance to be followed and not as limited to that particular make. Contractor may offer other similar materials as per list of approved makes mentioned in the tender document.

- vii. All samples of materials shall be got approved by the contractor by the Architect / CBRWS within two weeks of the issue of the drawings. A fully furnished temporary site office of minimum 200 sqft to be provided by the contractor at the commencement of the project for the Engineer in charge of the Architect / CBRWS.
5. All the hidden items such as reinforcement steel, electrical conduits, water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.
6. **Precautionary measures:**

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor from time to time, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim whatsoever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.
7. **General cleanliness of the site and Stacking & Storage of Materials:** Overall upkeep and cleanliness shall be maintained at site by the workers of the Contractors. Particularly, smoking, spitting of tobacco products, leftover food items etc, are strictly prohibited. The contractor should take responsibility for its compliance.
8. **Laboratory Equipment:**

The contractor shall provide at his own cost suitable measuring tapes, weighing, surveying and leveling and measuring arrangements as may be

necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account. Minimum equipments as required for field tests shall be provided at site without any extra cost to the CBRWS.

9. Setting Out of works;

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

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

a) The contractor shall provide, protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of the work. These bench marks shall be got checked by the Engineer-in-Charge or his authorized representatives. The work at different stages shall be checked with reference to benchmarks maintained for the said purpose. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings. Nothing extra shall be payable on this account.

b) The approval by the Engineer-in-Charge, of the setting out by the contractor, shall not relieve the contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

9.3: The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-charge.

9.4: The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the Engineer-in-Charge & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc. including the modalities. Nothing extra shall be payable on this account.

10. Architectural, Structural and integrated service drawings:

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

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

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

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

11. Double Scaffolding & Staging:

Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. The scaffolding shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is

strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

12. Procurement of materials:

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

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

12.3: Wherever **Basic rate** is mentioned in the Financial Bid i.e. Schedule of quantities (SOQ), the contractor shall provide the materials accordingly, if the rate of the selected material other than reinforcement steel & cement is higher / lower than the basic rate proportionate cost adjustment shall be made. However this is not applicable for reinforcement steel & cement.

12.4: **Steel and Cement:** It is a part of the condition that total theoretical consumption of cement and steel will be calculated as per the specification furnished, drawings and schedule of quantity. It is necessary that variation to the actual consumption and billed vis a vis the theoretical consumption should not exceed 3%. In the present project, the steel or cement is not being provided by CBRWS. Hence this clause is applicable from the point of ensuring the quality standards and on account of any defect or short comings observed at a later stage. This shall be applicable whenever a situation so arises in case of steel that is measured and paid separately / as per SOQ. In case of cement plastering if there are variation in thickness on account of poor workmanship leading to higher or lower consumption of cement this shall be subject to cost adjustment or the Contractor could be liable for removal and redoing at his own cost.

13. Quoted Rates and other conditions for payment:

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

13.1: For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of Schedule of quantities.

- 13.2: The disposal of earth shall be done as per the local rules and shall not be disposed off across the road or any other places which are not earmarked for the same by the local authorities. Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra over the schedule shall be paid on this account.
- 13.3: Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items. Similarly any materials for bonding, supporting or any catalysts which are to be used as a part of the specifications for good workmanship no separate claims can be claimed other than the rates quoted under the respective schedule of quantities. This is applicable to all works whether it is civil, plumbing, sanitary, electrical works etc.
- 13.4: In the event of CBRWS permitting the contractor to work double shifts or night shifts for specific type of work or any other circumstances it shall be only at the discretion of CBRWS. In such an event it will at his cost and no extra will be payable other than the quoted rates.

14. Testing, Certification and establishment of testing facilities at Site:

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

For the materials brought for the project like bricks, fabricated items like electrical panel boards, readymade concrete mix, or any such third parties supplied materials etc., shall be supported by their respective quality control test certificate, based on which the work will be permitted to carry out at the site. Required cube test for establishing, demonstrating the setting strength at specified periods as per BIS standards and quotes shall be part of the Contractor's responsibility, and in the event of failures of such tests the work shall be rectified or redone as per the instruction of Architects / CBRWS.

Wherever required and testing are needed to be undertaken by external agencies as directed by the architect such testing's shall be undertaken by the Contractor at any Government or approved NABL laboratories. If there is a dispute on testing's undertaken at site or if situation warrants such external testing's shall be undertaken at Contractor's cost and it is considered as part of the contract and nothing extra shall be payable.

Notwithstanding what has been mentioned above, the Architect's may stipulate or undertake testing in accordance with BIS codes/CPWD guidelines for the project of this magnitude appropriately and the Contractor shall not refuse to undertake such testing's under the umbrella that the conditions have not been stipulated in this document.

15. Maintenance of Registers:

The Contractor will be required to maintain the following registers at site of work and should produce the same for inspection of the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]/ Engineer-in-charge wherever desired by them. Type of Register to be maintained are:

- | | | | |
|-------|---------------------|---|--------------------------------------|
| i) | Register No. - I | : | Cement |
| ii) | Register No. - II | : | Steel |
| iii) | Register No. - III | : | Materials at Site Account |
| iv) | Register No. - IV | : | Secured advance on materials at site |
| v) | Register No. - V | : | Bulkage test of sand |
| vi) | Register No. - VI | : | Silt Test |
| vii) | Register No. - VII | : | Sieve analysis of fine aggregate |
| viii) | Register No. - VIII | : | Sieve analysis of coarse aggregate |
| ix) | Register No. - IX | : | Slump Test |
| x) | Register No. - X | : | Concrete Cube Test |
| xi) | Register No. - XI | : | Hindrance to work |
| xii) | Register No. - XII | : | Running Account Bill |
| xiii) | Register No. - XIII | : | Labour attendance |
| xiv) | Register No. - XIV | : | Labour Payment |

16. Formats for project management and claims for payments;

During the course of implementing the project, various details are to be maintained, recorded and submitted to CBRWS. So also running bill payments are to be claimed, recommended and certified by Architect. For payments, applications as per desired format are to be made for extension of time etc. A mutually agreeable format shall be finalized with the successful tenderer before commencement of the works. The details of few are;

1. Format of receipt of materials at site
2. Format for concrete cube test
3. Format of measurement book
4. Format for running bill
5. Format for certificate of payment
6. Format of site order book

7. Format for application - extension of time
8. Format of Hindrance register
9. Format of BG for security deposit

17. Rate analysis for deviations or non tendered items:

The following methodology shall be used which are normally applicable. Wherever similar items are to be executed, while arriving at the reasonableness of the rates, the rates quoted in the Schedule of Quantities under price bid, shall be applied as detailed elsewhere in the tender documents and suitably factored while arriving at the reasonable rates. The Architect's recommendations and acceptance thereof by CBRWS with or without modifications shall be final and binding.

TABLE FOR RATE ANALYSIS OF ITEMS

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

18. TDS: All payments at any stage are subject to deduction of TDS, including TDS for GST, as per standard norms / guidelines issued from time to time.

19. DEVIATIONS IN SPECIFICATIONS:

19.1: The Contractor shall note that the unit price quoted in the SOQ shall remain unchanged and no extra cost for any deviations shall be eligible for unless otherwise the work is not executable at all.

19.2: Wherever detailed specifications are furnished and unit rate is instructed to be quoted based on the drawings like grill works, windows with steel rods etc., and the unit of measurement is based on weight per sqft/sqmtr and if there is any deviations to the weight on account of detailed drawings furnished during course of execution and accepted, they shall be subject to cost adjustment.

19.3: In case of painting works, the mode of measurement will determine the total quantity executed. If there is any ambiguity it shall be based on the respective BIS code which deals on such measurements.

The decision of CBRWS shall be binding.

20: USAGE OF WATER AND ELECTRICITY:

The Contractor shall make his own arrangement for procuring construction quality treated water at his own cost and fulfill the terms of BWSSB in this regard. With regard to Electricity connection, he shall make arrangement with the BESCOM authorities for a separate connection for construction purpose. Any deposit is to be paid, the same shall be paid by CBRWS but the consumption bill amount shall be paid by the Contractor on monthly basis and proof of the same shall be submitted.

If the Contractor wants to make use of water and electricity available at the campus of CBRWS, this shall be subject to actual availability and mutually agreed rates payable by him.

21: NO ESCALATION:

The tender is sought on item rate basis for a completion period of 18 months. Therefore, no escalation clause is stipulated or applicable. The rates quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any revision due to increase in cost of materials, labour etc or any other levies/cess. The seeking of any basic rate shall not be construed or to mean that such rates will be reckoned for any escalation price if any.

Technical Specifications - Civil, Plumbing & Sanitary works

1. Specifications;

1.1: Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “KPWD Specifications” additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.

1.2: All Technical Specifications in respect of all material to be used, method of execution, workmanship and quality for each item of the work shall be as per KPWD specifications and latest BIS (Indian Standard Specifications) unless otherwise specified.

1.3: Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders.

1.4: The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.

2. Materials :

Cement: 53 grade Ordinary Portland cement (OPC) confirming to IS 8112 procured from preferred manufacturers as listed in these documents shall be used in works.

Reinforcement Steel: TMT reinforcement bars of Fe 550 D grade confirming to IS 1786-2000 procured from preferred manufacturers as listed in these documents shall be used in works.

Solid Concrete Block: Shall be of 100 mm/200mm thick and strength of not less than 35kg/sqcm. Conforming to IS: 2185-1992.

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

Fine aggregate : Shall be clean, sharp, strong, angular and composed of hard siliceous materials. It shall be free from any harmful materials such as iron pyrites, coal mica, shale, clay alkali, soft fragments, sea shale, organic impurities, etc. it shall conform to the appropriate gradation / zones of IS. It shall be obtained from approved quarries and shall conform to IS: 383-1990.

Bricks: It shall be table molded bricks approved by the engineer, well burnt, sound, hard square and with sharp edges and shall conform to Indian Standards 1077 - 1992 having strength of not less than 35 kg/sq. cm as specified in the item.

Timber: Shall be of best quality as specified in the schedule of quantities perfectly dry, well seasoned and free from sap wood, sound straight, free from loose knots, cracks shakes and any appearance of root and any other defect and conforming to IS: 12896 - 1990 and shall be approved by the engineer, No wood work shall be placed in position covered in the wall unless it is approved by the engineer.

Joineries - Windows & Doors; Wherever such windows and doors are provided affixed to the brick works, the internal surface of the joineries shall be coated with suitable adhesive / bitumen / such other material as instructed by Architect or provided in the detailed specification.

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

Paints: Plastic emulsion painting will be of approved brand of paint and colour conforming to IS: 5411 - 1991 & will be applied over a coat of primer (including preparation of wall surface).

- a) Synthetic enamel paint will be of approved brand and colour confirming to IS 4511-1993 applied over one coat of primer.
- b) Oil bound distemper will be of approved brand and colour confirming to IS applied over one coat of primer.
- c) Acrylic washable distemper will be of approved brand and colour confirming to IS applied over one coat of primer.

Aluminum - the material shall conform to IS 1285.

Structural steel - the materials shall conform to IS 808

Anti-termite treatment -the materials shall conform to IS 6313 part II

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

- 1) Admixture may be used to modify one or more of the following properties of;

FRESH CONCRETE:

- a) To increase workability without increasing water content or to decrease the water content at the same workability.
- b) To retard or accelerate both initial and final setting times.
- c) To reduce or prevent settlement.
- d) To increase slight expansion in concrete and mortar.
- e) To modify the rate or capacity for bleeding or both.
- f) To reduce segregation of concrete, mortars and grouts.
- g) To improve penetration & or pump ability of concrete, mortars & grouts.
- h) To reduce rate of slump loss.

2) Admixtures may also be used to modify one or more of the following properties of HARDENED CONCRETE:

- a) To retard or reduce heat generation during early hardening.
- b) To accelerate the rate of strength development.
- c) To increase the strength of concrete or mortar (Compressive, tensile or flexural).
- d) To increase the durability or resistance to severe conditions of exposure including the application of deicing salts.
- e) To decrease the capillary flow of water.
- f) To decrease the permeability to liquids.
- g) To control the expansion caused by the reaction of alkalis with certain aggregate constituents.
- h) To produce cellular concrete.
- i) To increase the bond of concrete to steel reinforcement.
- j) To increase the bond between old and new concrete.
- k) To improve impact resistance and abrasion resistance.
- l) To inhibit the corrosion of embedded metal.
- m) To produce coloured concrete or mortar.

3. Repairs to concrete work :

Wherever concrete is found with less than required quality as per acceptance criteria, repairs to concrete will be made. Honeycombed areas and loose pockets

will be repaired by grouting using Portland Cement Mortar/Polymer Modified Cement Mortar /Epoxy Mortar, etc. after chipping loose concrete in appropriate manner. In areas where concrete is found below acceptance criteria and defects are not apparently visible on surface, injecting approved grout in appropriate proportion using epoxy grout /acrylic Polymer modified cements slurry made with shrinkage compensating cement / plain cement slurry etc will be resorted to for repairs (as per relevant chapters from CPWD Hand Book on Repairs and Rehabilitation of RCC Buildings). Repair to concrete will be done till satisfactory results are obtained as per the acceptance criteria by retesting of the repaired area. If satisfactory results are not obtained dismantling and relaying of concrete will be done. No further work is allowed on these areas of unacceptable concrete.

4. Makes of Materials:

The makes of materials shall be as per the details furnished in the list of preferred makes.

TECHNICAL SPECIFICATION FOR ELECTRICAL ITEMS

- The electrical works and materials like conduits, cables, wires, switch boxes and plugs and points to be provided keeping in mind, the safety of the user. The various details are furnished hereunder. The following general principle should be followed.
- The colour coding of wiring shall be maintained uniformly in the entire installation. Only PVC conduits of appropriate electrical grade and size shall be used. Looping of neutral wire between various electrical points should be strictly avoided and so also any joints in between. All power points wiring should be duly connected with respective sub distribution board with separate earth, neutral and phase wiring which shall be multi standard copper wires of 660/1100 volt grade as per ISI standards.
- The installation shall be carried out in accordance with the Indian Electricity Rules 1956 as amended up to date and as required by the Electrical Inspectorate of concerned State Government and local Electrical Authorities and as stipulated in the National Electrical Code and CPWD **Electrical works specifications**. The work shall also conform to the Rules & Regulations stipulated by the tariff Advisory Committee in respect of Electrical Installation Works.
- The contractor should possess the valid 'A' class contractor's license as issued by the CONCERNED State Electricity Board, copy of the license to be enclosed.
- The contractor should employ only licensed wiremen and supervisors and Engineers should have the necessary 'C' license.
- All the equipments, which are supplied by the contractor, shall have necessary test certificates, maintenance manual, direction manual and spare parts manual.
- A prior approval shall be obtained from the electrical authorities (Electrical Inspectorate of the State Government as required) before commissioning. It shall be the responsibility of the contractor to prepare necessary documentation, apply, follow up and obtain approval from the Authorities, for all electrical designs, manufacture, erection of materials and equipments used. The approval shall be obtained both for the drawing stage & on completion of installation. It will also be the responsibility of the contractor to obtain necessary approval from the Electrical Authorities for the overall Electrical installation, including obtaining required power load for the installation. If any defects are noticed by the Electrical Authorities, the rectification shall be carried out by the contractor.
- The items supplied by the contractor and works carried out by the contractor must be guaranteed for a period of 12 months from the date of commissioning / handing

over. Any repair or replacement required during this period must be arranged free of cost expeditiously.

1.0: GENERAL:

Following clauses specify general Electrical requirements and standards of workmanship for the equipment & installation.

This specification relates to the supply, installation, commissioning, testing and maintenance for a period of 12 months of the complete electrical installation as described in this specification, SOR and on the contract drawings.

1.1: SCOPE OF WORK:

The electrical services shall comprise the following: Electrification works for proposed office building for CBRW SOCIETY Building (As per the SLD provided by the Architect).

Main and Sub main Switch Gears (HT LT Switch gears)

HT & L.T. Distribution, wiring & cabling

Earthing installation

Lightning Protection

Liaison with EB/CEIG authorities for Power Supply.

Residual Design, Detailed Engineering, co-ordination with clients, Consultants and other contractors.

Testing, commissioning & handing over to clients.

1.2: REQUIREMENT OF STATUTORY AUTHORITIES:

The electrical equipment / installations shall comply with the requirements of Rules/Regulations as amended up to date.

- The Indian Electricity Rules, 1956.
- The Indian Electricity Act.
- The Indian Electricity (supply) Act, 1948.
- The requirement of CEIG.
- The requirement of respective STATE ELECTRICITY BOARD.
- Bureau of Indian standards.

2.0: MATERIALS :**2.1: MATERIALS**

All materials and products shall comply with the following:

- a) This specification
- b) Electrical supply authority's requirements and regulations.
- c) Government Rules, Local Authority's by -laws and Regulations.
- d) Fire Officers requirements
- e) Appropriate Indian Standard specifications and Codes of Practice.
- f) I.E.E. Regulations for Electrical Installations - 16th Edition.

2.2: STANDARDISATION:

The following equipments shall be standardized throughout the installation:

- L.T. Switch gears
- MCCB panel.
- MCB, DBs
- Every item of equipment in each of the above groups shall be of the same make and type unless otherwise specified.

2.3: IS standards :

IS-5082	Bus Bars and Bus Bar Connections
IS-375 & 2147	Electric power switchgear & associated apparatus
IS-2208	HRC Fuses
IS-722	Direct acting electrical indicating Instruments.
IS-732-1963	Electrical wiring installation (voltage not exceeding 650 volts).
IS-2032-1969	Graphical symbol used in Electro technology part XI.
IS-1646-1961	Fire safety of buildings. (General)
IS-694-1964	PVC insulated cables.
IS-1554-1964	PVC insulated cables (heavy duty)

IS-1087	6A tumbler switches.
IS-2120	16A tumbles switches.
IS-1293	3 pin plugs & sockets.
IS-1753-1967	Aluminum conductors for insulated cables.
IS-3961-1967	Recommended current ratings for cables.
IS-1255-1967	Installations & maintenance of paper insulated power cables.
IS-3043-1966	Earthing.
IS-1653-1964	Rigid steel conduits for electrical wiring.
IS-2667-1964	Fittings.
IS-3480-1966	Flexible steel conduits for wiring.
IS-3837-1966	Accessories for rigid steel conduit insulated cables.
IS-375	Switchgear, bus-bars, connections, wiring, cable markings etc.,
IS-722	AC Electricity meters.
IS-2147	Degree of protection provided by enclosure for LV switchgear & control gear.
IS-2705	(Part I, II&III) Current Transformers. I- General requirements. II- Measuring Current Transformers. III-Protective Current Transformers.
IS-4247	General requirement for switchgear & control gear for voltages not exceeding 1000 volts.
IS-5082	Wrought aluminum & aluminum bars, rods, tubes & sections for Electrical purpose.
IS-600	Code of practice for phosphate of iron & steel.

IS-8623	Factory built assemblies of switchgear & control gear for voltage up to & including 1000 volts AC.
IS-9224	Low voltage fuses.
IS-10118	Code of practice for selection insulation & maintenance of switchgear & control gear.
IS-2516	(Part I&II) Circuit breakers-requirements & test voltages not exceeding 1000V AC.
IS-2208	HRC fuse links up to 650 volts.

3.0: STANDARDS FOR CABLES:

The cables and associated materials shall comply with the following Indian Standard Specifications, unless otherwise stated:

3.1) BIS - Bureau of Indian Standards

- a) IS: 209 - Specification for zinc.
- b) IS: 1554 - Part I - PVC insulated (heavy duty) electrical cables.
Part 1 -for working voltage up to and including 1100 volts.
- c) IS: 1753 - Aluminium conductors for insulated cables.
- d) IS: 2633 - Methods of testing weight, thickness and uniformity of coating on hot dipped galvanized articles.
- e) IS: 3961 - Part II -Recommended current ratings for cables. Part II - PVC insulated & PVC sheathed heavy-duty cables.
- f) IS: 3975 - Mild steel wires, strips and tapes for armoring of cables.
- g) IS: 5831 - PVC insulation and sheath of electrical
- h) IS: 7098 -Part II -Cross linked polyethylene insulated PVC sheathed cables.
Part II - For working voltage from 3.3KV up to and including 33KV.
- i) IS: 8130 - Conductors for insulated electric cables & flexible doors.
- j) IS: 9968 - Part I -Elastomeric insulated cables for working voltage up to & including 1100 volts.

3.2) BS - British Standards Institution.

- a) BS: 2872 - Part I -Methods 141 A to 141 D - British Standard methods of testing Plastics. Part 1 - Thermal properties.

3.3) IEC - International Electro technical Commission

- a) IEC: 502 -Extruded solid dielectric insulated power cables for rated voltages from 1 KV up to 30 KV.
- b) IEC: 540 and 540 A -Test methods for insulation and sheaths of electric cables and cords.
- c) IEC: 754 - Part I -Tests on gases evolved during combustion of electric cables.

Part I - Determination of the amount of hydrogen acid gas evolved during the combustion of polymeric materials taken from cables.

Cables and cable accessories shall also conform to the provisions of latest Indian Electricity Rules/Act, Indian Electricity Supply Act, and Indian Factories Act and to the regulations of Statutory Authorities (Chief Electrical Inspector to the State Government).

Also Contractor should follow as per Electrical IS Code latest edition

SAFETY CODE

1. The Contractor shall not compromise with the safety of labourers, third parties who are associated with works, passer byes and take all adequate steps necessary for the same.
2. All the supportive structures, platforms necessary for undertaking works at the upper floors or at any levels shall be such that materials used in the views of the purpose has adequate strength and the method of fixing them at site shall be firm and well structured.
3. The project also involves demolition of old existing building. The work shall be carried out in such a manner that when specialized machineries are used, they shall not create hazard to other residents or safety of the other buildings within the campus. No explosive materials should be used for the purpose.
4. All safety materials like jackets, safety belts, helmets, gloves, masks, goggles wherever welding is involved shall be adequately provided to the concerned. These are all indicatives and Contractor shall take all the steps that are required in a project of this nature.
5. Before the demolition of work is carried out the electrical power supply shall be disconnected by a qualified licensed electrical person and after necessary clearance and ensuring the safety, the demolition work shall commence under the supervision of experts and informing the authorities of CBRWS.
6. Hoisting of machines; When hoisting machines are used for lifting of materials, the accessories shall be in good condition, capable and durable quality of adequate strength and shall be done by authorized person along with an assistant to warn the people who trespass. Such areas shall be suitably earmarked and cordoned off with adequate caution boards. A periodical upkeep and preventive maintenance shall be undertaken of such machines and record shall be maintained.
7. Notwithstanding the above clauses, there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force by the Statutory Authorities.



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

1>. Application :

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

2>. Definition :

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

3>. First Aid facilities :

- (1) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof of ordinarily employed.
- (2) The first-aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipment, namely:-
 - a). For work places in which the number of contract labour employed does not exceed 50 -

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

- i. 6 small sterilised dressings.
- ii. 3 medium size sterilised dressings.
- iii. 3 large size sterilised burn dressings.
- iv. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
- v. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- vi. 1 snake-bite lancet.
- vii. 1 (30 gms) bottle of potassium permanganate crystals.
- viii. 1 pair scissors.
- ix. 1 copy of the first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- x. 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- xi. Ointment for burns.
- xii. A bottle of suitable surgical antiseptic solution.

b). For work places in which the number of contract labour exceed 50 - Each first-aid box shall contain the following equipments :-

- i. 12 small sterilised dressings.
- ii. 6 medium size sterilised dressings.
- iii. 6 large size sterilised dressings.
- iv. 6 large size sterilised burn dressings.
- v. 6 (15 gms) packets sterilised cotton wool.
- vi. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
- vii. 1(60 ml.) bottle containing sulvolatile having the dose and mode of administration indicated on the label.
- viii. 1 roll of adhesive plaster.
- ix. 1 snake bite lancet.
- x. 1 (30 gms.) bottle of pottasium permanganate crystals.
- xi. 1 pair scissors.
- xii. 1 copyof the first-aid leaf-let issuedby the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xiii. A bottle containing 100 tablets (each of 5 grams) of aspirin.
- xiv. Ointment for burns.
- xv. A bottle of suitable surgical antiseptic solution.

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

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

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

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

(7) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance of the works. First/Aid posts shall be established andrun by atrained compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

(8) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to convey injured person or person suddenly taken ill to the nearest hospital.

4). Drinking water:

- (a) In every work place there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water-proof.
- (d) A reliable pump shall be fitted to each covered well, the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5). Washing facilities:

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate screens shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6). Latrines and Urinals:

- (i) Latrines shall be provided in every work place on the following scale, namely:-
 - (a) Where females are employed there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or female exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be, upto the first 100 and one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have proper door and fastenings.

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines all not be of a standard lower than bore-hole system.

(iv) a. Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

b. The notice shall also bear the figure of a man or of a woman as the case may be.

(v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.

(vi) a. The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b. Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

(ix) The contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of the contractors' workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

7). Provision of shelter during rest:

At every place there shall be provided, free of cost, four suitable sheds, two for male and the other two for female for rest separately. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.mt. per head.

Provided that the Engineer-in-Charge may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8). Creches :

(a) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years one room shall be used as a play room for the children and the other as their bed-room. The rooms shall be airy and accommodate the above.

(b) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(c) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and bedding in the bedroom.

(d) The contractor shall provide one Dai to look after the children in the creches when the number of women workers does not exceed 50 and two dais when the number of women workers exceed 50.

(e) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9). Anti-Malarial precautions:

The contractor shall at his own expense, conform to all anti-malarial instructions including the filling up of any borrow pits, which may have been dug by him.



LIST OF PREFERRED MAKE;

1. CIVIL WORKS

S.no.	MATERIALS	BRAND NAMES
1	Aluminium door / window	Jindal, Hindalco, Ecube, Indo Alusys
2	Flush Doors	Duro, Green, Merino, Jackson,kutty.
3	PVC Doors	Rajshree, Sintex
4	Aluminum Accessories	Classic, Argent Industries
5	Adhesive	FEVICOL, VAMICOL
6	Screws	GKW, Nettle Fold
7	Dash Fastner	Fischer, Hilti
8	STAINLESS STEEL FITTINGS	EARL BEHARI (EBCO), YAMAGOLDEN, Hettich, Godrej, Dorset
9	Mortice Latch & Lock	Godrej, Golden, Dorset, Ozone
10	Hydraulic Door Closer	Doorking, Dorma, Godrej
11	Floor Spring	Doorking, Dorma, Godrej
12	FLOAT Glass	TATA, MODIFLOAT, ST.GOBAIN
13	Cement OPC 43/53 Grade	ACC,Coramandel, Ultratech, Ramco, Dalmia.
14	Steel	SAIL, TATA STEEL, JSW
15	Paints and distemper	Asian, Berger, Nippon , Dulux
16	External Decorative plaster	Birla White GRC plaster
17	Water Proofing cement paint/ Exterior grade paint	Apex, Asian, Berger, Nerolac, Super
18	Acrylic based integral water proofing compound	Roffe Super Crete by M/s ROFFE, Fosrac, Basf, Proof coat black by M/s PIDILITE .

19	Water proofing compound to be mixed in cement	Conplast by M/s FOSROC, Conflow by M/s Essen, Tape Crete by M/s CICO, Pidiproof by M/s PIDILITE
20	Ceramic / glazed Tiles	Kajaria, RAK, BELL
21	Vitrified tiles	Kajaria, RAK, BELL
22	Precast Paver Blocks	Hindustan, Unitle
23	Stainless steel screws for fabrication & fixing of doors & windows	Kundan, Puja, Atul
24	Stainless steel bolts, screws, washers and nuts	Kundan, Puja, Atul
25	E.P.D.M.Gasket	Roop, Anand
26	Door seal—Woolpile, Weather strip	Anand, Raddiplex
27	False Ceiling	
	Mineral Fibre Ceiling	ARMSTRONG, Daiken Ceilings, UGC Boral
28	Bitumen	Indian Oil Corporation, Shalimar Tar Products
29	U P V C Pipes & Fittings	Supreme, Prince, Finolex

2. SANITARY AND WATER SUPPLY WORKS

S.no.	MATERIALS	BRAND NAMES
1	Vitreous China Wares	Parryware, Hindware, RAK, CERA, Jaquar
2	C.P. Brass Fittings	Jaquar, JAL
3	Toilet accessories (PTMT)	Prayag India
	Toilet accessories C.P. Brass Wash room Stainless steel Panels Cockroach Traps & SS Gratings	Jaguar/ Utec/Camry, Euronics / Carl F, Camry CCR
4	CPVC.Pipes and fittings	Noveon /Flow Guard/Astral
5	Hand Drier	NA
6	Urinal Flushing System	Parry ware/ Jaguar /Euronics /
7	Kitchen Sink	Quartz, Futura, Carysil
8	Liquid Soap Dispenser	NA
9	Geyser	Idropi/Venus/ Racold
10	Spun Cast Iron Pipes& fittings	NECO /KapilanshDhatu/UDyog
11	UPVC (SWR)	Supreme, Astra, IFinolex Pipes
12	Sand Cast Iron//Spun Cast Iron	NECO, Kapilans,RIF
13	G.I.Pipes/M.S.Pipes	Tata , Jindal Hissar
14	G.I. Pipe jointing material	Loctitte/Dr.Fixit-Pidilite, Parkash Surya
15	PP-R Pipes and	DIZAYN / Savior Faire fittings Supreme Industries.
16	CPVC.Pipes and fittings	Noveon /Flow guard , Ashirwad
17	G.I.Fittings (malleable)	UNIK / DRP

18	Check Valves (slim type	Sant /Zoloto, Advance
19	Butterfly valve	Normax / SKS
20	Ball Valves (15 to 40 mm)	TBS / RB Italy
21	Stoneware Pipes & Gully Traps	Perfect , Anand
22	R.C.C. pipes	Jain Spun Pipe, Dewan Spun Pipe, PragatiUdyog
23	C.I. Manhole cover & frame	NECO /RIF
24	SFRC Manhole& Road Gullycovers /Grating	KK/ Manholes Chamber, Gratings Pvt.Ltd../SFP
25	Hot water Insulation	Thermaflex, Kaiflex
26	Anti Corrosive Tape for Pipe Protection	PYPKOTE
27	UPVC Pressure Pipes	Supreme / JAIN
28	Anticorrosive Bitumastic Paint	Shalimar
29	Epoxy Paint	MRF/Berger/J&N

3.ELECTRICAL WORKS

S No	NAME OF EQUIPMENTS	BRAND NAMES
1	SFUs /Isolators	Siemens / L& T / Merlin Gerin
2	MCB with ELCB	MDS / L&T / SCHNEIDER / LEGRAND
3	MCB DB	L&T / MDS / SCHNEIDER
4	L.V Power / Control Cables	KEI / Universal / Polycab / Finolex
5	Starters/ Contactor/ Bi metal Relay	Siemens / L&T / CutlerHammer /Telemecanic
6	Push Button / Indicating Lamps	L & T / Tecknic /Rass/BCH/ Vaishnavo
7	CTs	Kappa /AE
8	Control Fuse Base with HRC	Fuse GE/ L&T
9	Selector Switch	Salzer / Kaycee
10	Measuring Instruments	AE /Rishab / Enercon
11	Wires	Polycab / Power flux / KEI/Anchor
12	MS Conduit	Supreme / BEC / Gupta
13	PVC Conduit	PRECESION/ AVON PLAST /Finolex/ AKG
14	Accessories for PVC Conduit	PRECESION/ CLIPSAL/AVON PLAST/ Finolex /Vasavi
15	Switches & Sockets	MK - Ivory/ Crab Tree - Thames / Siemens GM / AMCHOR / ROMA / HONEYWELL
16	Capacitors	Epcos / Mehar /GE / L&T
17	ACB Siemens	(Sentron – WL) / L& T (U Power) /SCHNEIDER [Master Pact – NW(France)]
18	Relays	L &T /GE /ESSEN/ABB
19	Light Fittings	Philips /Crompton / Wipro .
20	Fans	Crompton / Khaitan /Orient

21	MCCB Siemens	(Sentron – VL) /L& T / SCHNEIDER [NS Compact (France)]
22	Change over Switch	GE /L &T
23	Digital Meters	Enercon / L&T/ Electrex
24	Jointing Kits	Rey Chem / Mseal
25	Automatic Power Factor Correction Relay (APFCR)	Enercon/Neptune/ Beluc / L & T
26	Energy Meter	L&T / Enercon
27	Cable Tray (GI)	PROFAB / Pinnacle / PIFAB/Pearl/
28	Lightning Arrestor	ISI BRAND OR ANY EQUIVALENT
29	CABLE GLANDS	MULTI / DOWELLS/ COMMET
30	CRIMPING SOCKETS	MULTI / DOWELLS/ COMMET
31	Battery	Exide / AMCO / Amar raja
32	UPS	Numeric / Emerson / MG/Consul
33	Aviation Lamp	Bajaj / K-Lite / Philips
34	PTs	Kappa / Instrans / Silcon
35	Street light posting-Solar panel and lighting	Elenserve.lighting /Bajaji/M-light
36	Diesel Generator	NA
37	ELECTRONIC REGULATORS	MK, ANCHOR
38	CONTACTORS	L&T, SIEMENS.
39	MCCBs	L&T, GE, ABB, SIMENS
40	MEASURING INSTRUMENTS	A.E., IMP, MECCO,
41	C.T	A.E., IMP, MECCO, SIEMENS.
42	CAPACITORS	CROMPTON, ASIAN, L&T.

43	P.F. RELAY	L&T, CROMPTON.
44	TELEPHONE OUTLETS:	ANCHOR ROMA, NORTH WEST, MK
45	CEILING FANS	CROMPTON GREAVES / KHAITHAN/ USHA Model to be appd. By the architect.
46	EXHAUST FANS	ALMONARD / CROMPTON
47	LAN SWITCHES / JACKS	D - LINK , AMP, SYSCO
48	DATA SOCKETS	D - LINK , AMP, SYSCO
49	NET WORKS RACK & SWITCH	D - LINK , AMP, SYSCO
50	SPEAKERS	AHUJA ,PHILIPS
51	SMOKE DETECTOR	APOLLO / CAR - MEL OR EQUIVALENT
52	HEAT DETECTOR	APOLLO / CAR - MEL OR EQUIVALENT
53	HOOTER	APOLLO / CAR - MEL OR EQUIVALENT
54	FIRE ALARM PANEL	APOLLO / CAR - MEL OR EQUIVALENT

Note:

Regarding selecting the make against each item among the approved makes as specified above, decision of CBRWS shall be final.

If the make as mentioned above, are not available at the time of execution, the contractor shall get the make approved from the engineer-in-charge and CBRWS before using the same in the work.

CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]

T E N D E R F O R M

To

CANARA BANK RELIEF & WELFARE SOCIETY

27th cross, Banashankari 2nd Stage, Bengaluru – 560 070, Karnataka State.

Phone : 080-26718067, Mobile: 99865 88100,

E-mail: gmcbrws@gmail.com, Web: <https://mathruchhaya.net>

Name of work: “New Elders Home having about 44 residential rooms”

I/We have read and examined the entire set of tender documents including introduction and notice inviting tender, General Rules and Directions, Conditions of Contract, Special conditions, Specifications, Drawings and Designs, Schedule of Rates and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] within the time specified at the rates specified in the schedule of quantities.

I/We hereby agree to keep the tender open for 90 days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 8.00 lacs (Eighty lacs)** is hereby forwarded in **Demand Draft dated.....** Issued by Bank as Earnest Money Deposit.

I/We, fail to commence the work specified I/We agree that the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum amount mentioned in the tender document.

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

I/We fully understand that CBRWS is not bound to accept the lowest or any tender received.

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

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

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

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

Dated the: _____ day of 2026

Witness:

Name :

Address:

Occupation:

◆◆◆◆◆◆◆◆

:ANNEXURE-1:

BIO DATA -FOR THE PURPOSE OF PRE QUALIFICATION

1. (a) Name of the Applicant :

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) Goods & Services Tax (GST) Regn Number :
(Furnish the latest copies of the returns filed)

c) Electrical license number & name of associate :
If available

5. Names of the Bankers with address :

I)

II)

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

Sl.No.	Year	Turnover in crore
1	2022-23	
2	2023-24	
3	2024-25	
4	2025-26	

7. Details of Registration with CPWD / SPWD/ or such other Government organizations as Class-1 Contractor OR Empanelment with Public Sector Undertakings/ Public Sector Banks/Reputed Companies/ Organizations. (Copy of current valid registration/empanelment copy / latest work order should be enclosed).

(Amount in Crore)

NAME OF THE ORGANISATION	LATEST WORK AWARDED	VALUE OF WORKS	DATE OF REGISTRATION

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

1)

2)

3)

9.(a) Details of the works executed (completed) during the last 5 years prior to 31.03.2026 (to meet eligibility criteria).

(Amount in Crore)

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

(b) Details of the works under execution as on 31.03.2026:

(Amount in Crore)

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

9. (c) Details of the works underwent / undergoing arbitration for the last 5 years as on 31.03.2026.

(Amount in crore)

Sl	Name of Work & location	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Short details of arbitration	Actual Value of the works	Date of commencement & scheduled date of 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. I/We have not been blacklisted in any of our projects.
2. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
3. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
4. I / We agree that the decision of CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] in selection will be final and binding to me / us.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

:ANNEXURE-2:

CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]

A C C E P T A N C E

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] for a sum of Rs. _____ (Rupees _____)

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

a)

b)

c)

For & on behalf of the CANARA BANK RELIEF & WELFARE
SOCIETY [CBRWS]

Signature : _____

Designation: _____

Dated this _____ day of 2026.

◆◆◆◆◆◆◆◆

:ANNEXURE-3:

CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year two thousand twenty six (.../.../**2026**) BETWEEN, **CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]**, which is registered under Societies Registration Act (hereinafter referred to as CBRWS) having its office at 27th Cross, Banashankari 2nd Stage, Bengaluru - 560 070, Karnataka state represented by its duly constituted attorney Hon. Secretary, Sri ----- s/o _____ age -----; of the ONE PART

and

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
 - a) Notice inviting Tender
 - b) The Tender form
 - d) General Rules and Directions to tenderers.

- e) Conditions of contract and clauses of contract along with Annexures thereto.
- f) Financial Bid [Schedule of quantities(SOQ) includes tendered rates and amounts.
- g) Tender drawings.
- h) Technical Specifications for the work.
- i) Safety code and Model rules for the protection of health, Sanitary arrangements for workers employed.
- j) Letter of Acceptance.
- k) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] to the Contractor the Contractor hereby covenants and agrees with the CBRW SOCIETY to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

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

Signed, sealed and delivered by the said contractor, _____ to
CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]
_____ in the presence of:

Signature of Contractor (with seal)

Seal &Signature of CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]

◆◆◆◆◆◆◆◆

:ANNEXURE-4:

CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]

**DETAILED LIST OF CONSTRUCTIONAL PLANTS AND EQUIPMENT AVAILABLE WITH
THE CONTRACTOR FOR USE ON THIS WORK.**

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

Signature of the Contractor



Signature of the Tenderer

:ANNEXURE-5:

CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]

LIST OF RELATIVES EMPLOYED IN CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] AND WITH THE ARCHITECT FOR THIS WORK.

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

Signature of the Contractor

◆◆◆◆◆◆◆◆

Signature of the Tenderer

ANNEXURE-6:

INDEMNITY FORMAT

THIS DEED OF INDEMNITY executed at (Place) on this day ofmonth of year two thousand and twenty six **(2026)**
By.....(herein after called the Bidder) duly represented by proprietor/one of its partners/director Sri, aged.....years, son of Sri.....residing at

In favour of

CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS], which is registered under Registration Act 1960 vide number ----- dtd----- (hereinafter referred to as CBRWS) having its Central office at 27th Cross, Banashankari 2nd Stage, Bengaluru - 560 070, Karnataka State represented by its duly constituted attorney Executive Director Sri ----- s/o age -----;

Whereas the Bidder had applied for the tender

.....

Whereas the tender submitted by the Bidder for the above mentioned work was accepted by CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] and the work of has been awarded in favor of the Bidder vide Ref No

And whereas for undertaking the work awarded as per the above noted reference, the Bidder has entered into contract with CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] on

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

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

Further, the Bidder indemnifies to protect and save CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS] & its Architect/consultant and its officials / staff from against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the Bidder.

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

There is no limit to claims made by the CANARA BANK RELIEF & WELFARE SOCIETY [CBRWS]/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited”.

Signature of Bidder with Seal

ANNEXURE-7:

**SPECIFICATIONS FOR DEMOLITION OF THE EXISTING BUILDING LOCATED AT THE
CAMPUS OF CANARA BANK RELIEF & WELFARE SOCIETY**

The existing building is a framed structure with RCC slabs and masonry walls. The building is about 40 years old and consists of G+ 2 floors with an approximate area of 6000 sqft.

Scope of Work;

- Safe demolition of the above building.
- The site is surrounded by Elders' Home and suitable barricade to be set up as per the drawings issued to prevent and protect the residents from dust and debris.
- Removal and disposal of all debris and waste materials to approved dumping locations.
- Salvaging, stacking of reusable materials and disposal thereof and no material shall be left behind within the campus of Canara Bank Relief & Welfare Society.
- Ensuring compliance with all applicable safety, environmental, and statutory regulations.
- Any treasure or highly valuable materials whatsoever in nature is found hidden and unearthed is the property of Canara Bank Relief & Welfare Society and shall be brought to the notice of Canara Bank Relief & Welfare Society and handed over in as and where is basis condition.

Terms and conditions:

1. Site visit should be made by the contractor.
2. The demolition work shall be completed in 15 days' time from the date of agreement.
3. Site shall be cleared of all debris, waste material etc and make it fit for construction.
4. Lumpsum amount as stated elsewhere in the tender document shall be payable by the successful bidder and the same shall be recovered from the 1st running bill.
5. In the event of unearthing, any treasure or valuables in any form found, does not form part of the salvage item. The quoted amount does not include to claim such treasures as a part of salvaging.

ANNEXURE-8:**CHECK LIST**

SLNO.	DESCRIPTION	YES OR NO
1	Whether EMD of requisite amount in the form of DD is submitted?	
2	Whether Technical bid and financial bids are signed in all pages duly affixing firm's seal and are kept in separate envelopes/Covers and sealed?	
3	Whether Pre-bid meeting amendments or Corrigendum, if any has been downloaded and submitted with seal & signature?	
4	Whether Proof towards Firm's establishment or year of start of firm is attached?	
5	Whether copies of work orders to prove 5 years' experience in the field are attached?	
6	Whether client's issued Works Completion Certificates for qualifying works is attached?	
7	Whether copies of PAN Card and GSTIN registrations are attached?	
8	Whether copies of Registration with at-least one of the organizations like CPWD/State PWD OR Empanelment with PSU's/PSB's/ Reputed Companies/ Organizations is attached ?	
9	Whether Annexure-1, Annexure-4 & Annexure-5 are duly filled in with requisite information sought?	
10	Authorization letter issued by the firm/ company to the authorized signatory to sign the tender documents, to attend the pre-bid meeting, to sign the contract agreement and to represent the firm/ company in all future correspondences with <u>THE HON. SECRETARY, CANARA BANK RELIEF & WELFARE SOCIETY.</u>	